

## CERTIFICATE OF DEPOSITS

ST. STEPHEN STATE BANK

2 Central Avenue South

St. Stephen, MN 56375

October 1, 2009

This disclosure contains information about terms, fees, and interest rates for some of the accounts we offer.

### 6 MONTH CD

**Rate Information:** This Account is an interest bearing account. The interest rate and annual percentage yield are included in the Rate Chart. The interest rate and annual percentage yield will not change for the term of the account. The interest rate will be in effect for 6 months. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded annually and will be credited to the account annually. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Balance Information:** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

**Limitations:** You must deposit \$1,000.00 to open this account. You may not make additional deposits into this account. You may not make withdrawals from your account until the maturity date.

**Time Account Information:** Your account will mature in 6 months. We reserve the right to redeem the account if your Certificate of Deposit is pledged as collateral on a loan and the loan is in default. If you withdraw any of the principal before the maturity date, we will impose a penalty of 3 months of accrued interest. This account will automatically renew. You will have 10 calendar days after the maturity date to withdraw funds without penalty. If you do not withdraw the funds, each renewal term will be for an identical period of time as the original term.

### 12 MONTH CD

**Rate Information:** This Account is an interest bearing account. The interest rate and annual percentage yield are included in the Rate Chart. The interest rate and annual percentage yield will not change for the term of the account. The interest rate will be in effect for 12 months. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded annually and will be credited to the account annually. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Balance Information:** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

**Limitations:** You must deposit \$1,000.00 to open this account. You may not make additional deposits into this account. You may not make withdrawals from your account until the maturity date.

**Time Account Information:** Your account will mature in 12 months. We reserve the right to redeem the account if your Certificate of Deposit is pledged as collateral on a loan and the loan is in default. If you withdraw any of the principal before the maturity date, we will impose a penalty of 6 months of accrued interest. This account will automatically renew. You will have 10 calendar days after the maturity date to withdraw funds without penalty. If you do not withdraw the funds, each renewal term will be for an identical period of time as the original term.

### 24 MONTH CD

**Rate Information:** This Account is an interest bearing account. The interest rate and annual percentage yield are included in the Rate Chart. The interest rate and annual percentage yield will not change for the term of the account. The interest rate will be in effect for 24 months. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded annually and will be credited to the account annually. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Balance Information:** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

**Limitations:** You must deposit \$1,000.00 to open this account. You may not make additional deposits into this account. You may not make withdrawals from your account until the maturity date.

**Time Account Information:** Your account will mature in 24 months. We reserve the right to redeem the account if your Certificate of Deposit is pledged as collateral on a loan and the loan is in default. If you withdraw any of the principal before the maturity date, we will impose a penalty of 6 months of accrued interest. This account will automatically renew. You will have 10 calendar days after the maturity date to withdraw funds without penalty. If you do not withdraw the funds, each renewal term will be for an identical period of time as the original term.

### 36 MONTH CD

**Rate Information:** This Account is an interest bearing account. The interest rate and annual percentage yield are included in the Rate Chart. The interest rate and annual percentage yield will not change for the term of the account. The interest rate will be in effect for 36 months. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded annually and will be credited to the account annually. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Balance Information:** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

**Limitations:** You must deposit \$1,000.00 to open this account. You may not make additional deposits into this account. You may not make withdrawals from your account until the maturity date.

**Time Account Information:** Your account will mature in 36 months. We reserve the right to redeem the account if your Certificate of Deposit is pledged as collateral on a loan and the loan is in default. If you withdraw any of the principal before the maturity date, we will impose a penalty of 12 months of accrued interest. This account will automatically renew. You will have 10 calendar days after the maturity date to withdraw funds without penalty. If you do not withdraw the funds, each renewal term will be for an identical period of time as the original term.

### OTHER ACCOUNT FEES

The following fees apply to all of your accounts with us:

Cash Advance on Credit Card:	\$5.00
Collection Item:	\$25.00
Returned Item Charge:	\$4.00 each
Account Research :	\$30.00 per hour + \$0.50 per copy
Account Balancing Assistance:	\$25.00 per hour (first time is free)
Returned Foreign Item charge:	\$30.00 per item

### ST. STEPHEN STATE BANK PRIVACY NOTICE

You can be confident that as a customer of St. Stephen State Bank your financial privacy is a top priority. We are required by law to give you this privacy notice to explain how we collect, use and safeguard your personal financial information. If you have any questions please contact us at (320)-251-0902

### How We Protect Your Information

We restrict access to nonpublic personal information about you to those employees who have a specific business purpose in utilizing your data. Our employees are trained in the importance of maintaining confidentiality and customer privacy. We maintain physical, electronic, and procedural safeguards that comply with federal regulations and leading industry practices to safeguard your nonpublic personal information.

#### **Information We Collect and Disclose About You**

St. Stephen State Bank collects nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, assets and income
- Information about your transactions with us, our affiliates, or others, such as your account balance, payment history, and credit card usage
- Information we receive from a consumer reporting agency, such as your credit worthiness and credit history

#### **Nonpublic Personal Information We Disclose**

We may disclose all of the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.

- We will enter into a written contract with each of these companies to ensure your nonpublic personal information will be kept confidential.

We may also disclose nonpublic personal information about you under other circumstances as permitted by law. These disclosures typically include information to process transactions on your behalf, conduct the operations of the bank, follow your instructions as you authorize, or protect the security of financial records.

If you terminate your relationship with St. Stephen State Bank, we will not share information we have collected about you, except as permitted or required by law.

#### **How You Can Help Protect Your Information**

St. Stephen State Bank is committed to protecting the privacy of its customers. You can help by following these simple guidelines:

- Protect your account numbers, card numbers, PINs (personal identification numbers) and passwords. Never keep your PIN with your debit or credit card, which can provide free access to your account if your card is lost or stolen.
- Use caution when disclosing your account numbers, social security numbers, etc. to other persons. If someone calls you, explains the call is on behalf of the bank and asks you for your account number, you should beware. Official bank staff will have access to your information and will not need to ask for it.
- Keep your information current. It is important that we have current information on how to reach you. If we detect potentially fraudulent or unauthorized activity or use of an

account, we will attempt to contact you immediately. If your address or phone number changes, please let us know.

#### **FUNDS AVAILABILITY POLICY DISCLOSURE**

##### **YOUR ABILITY TO WITHDRAW FUNDS AT ST. STEPHEN STATE BANK.**

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. However, funds from electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. We have different deposit cut-off hours for different locations. Our cut-off hours are as follows:

4:30 PM	St. Stephen Location - Monday - Thursday
6:00 PM	St. Stephen Location - Friday
5:30 PM	St. Cloud Location - Monday - Thursday
6:00 PM	St. Cloud Location - Friday

If you make a deposit before our cut-off hour on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Longer Delays May Apply.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$100 of your deposit, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- \* You deposit checks totaling more than \$5,000 on any one day.
- \* You redeposit a check that has been returned unpaid.
- \* You have overdrawn your account repeatedly in the last six months.
- \* We believe a check you deposit will not be paid.
- \* There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

**Holds On Other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**Special Rules For New Accounts.** If you are a new customer, the following special rules will apply during the first 30 days your account is open:

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the first business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on ST. STEPHEN STATE BANK will be available on the first business day after the day of your deposit.

Funds from all other check deposits will be available not later than the eleventh business day after the day of your deposit.

#### **ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES**

This form complies with federal and Minnesota law. It applies to our electronic fund transfer (EFT) services. Electronic funds transfers are electronic transfers of money to or from your deposit account with us. This form states your and our rights and responsibilities for electronic fund transfers. In this form, the words "you" and "your" mean each and all who sign as applicants and any users of the service. The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

##### **Internet Banking**

**Types of Transactions:** You may access certain account(s) you maintain with us by computer using your assigned user ID and password by accessing the online banking service. You may use the online banking service to perform the following functions:

- \* Transfer funds between eligible accounts.
- \* Obtain balance information on eligible accounts.

- \* Review transactions on eligible accounts.
- \* Make loan payments.

**Limitations on Frequency and Amount:**

- \* For Money Market and Savings accounts you may make six (6) withdrawals and/or transfers from your account each four (4) week or similar period, three (3) of which are no charge. Each additional withdrawal/transfer in excess of three (3) within that month will result in a \$3.00 debit charge per transaction.

- \* For security purposes, there are limits on the frequency and amount of transfers you may make using this Online Banking Service.

**Fees and Charges for Online Service:**

- \* free
- \* free

**ATM**

**Types of Transfers:** You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours. ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the ATM Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- \* Withdraw cash from your checking account.
- \* Withdraw cash from your savings account.
- \* If applicable your line of credit may advance to cover transactions and interest will accrue.

**Fees and Charges for ATM Transactions:**

- \* We do not charge for ATM transactions at the present time.
  - \* There is a Replacement Card Fee of \$12.00 per card.
- ATM Fees:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**Government Direct Deposit**

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- \* Accept direct deposits from the U.S. Treasury Department to your checking or savings account.

**Fees and Charges:**

- \* We do not charge for any preauthorized EFTs.
- \* We will charge \$328.00 for each stop-payment order for preauthorized transfers.

**Direct Deposit**

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- \* Accept direct deposits from your employer or other financial institutions to your checking or savings account.

**Fees and Charges:**

- \* We do not charge for any preauthorized EFTs.
- \* We will charge \$328.00 for each stop-payment order for preauthorized transfers.

**Pre Authorized Debit**

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

- \* Pay certain recurring bills from your checking or savings account.

**Limitations on Frequency and Amount:**

- \* For Money Market and Savings accounts you may make six (6) withdrawals from your account each four (4) week or similar period, three (3) of which are no charge. Each additional withdrawal/transfer in excess of three (3) within that month will result in a \$3.00 debit charge per transaction.

**Fees and Charges:**

- \* We do not charge for any preauthorized EFTs.
- \* We will charge \$328.00 for each stop-payment order for preauthorized transfers.

**Shazam Debit Card**

**Types of Transactions/Transfers:** You may use the card and PIN issued to you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a VISA symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours. ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- \* Deposit funds to your checking account.

- \* Withdraw cash from your checking account.

- \* Deposit funds to your savings account.
- \* Transfer funds between your checking and savings accounts.

- \* When you use your Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate of Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**Limitations on Frequency and Amount:**

- \* You may withdraw up to a maximum of \$200.00 (if there are sufficient funds in your account) per day.
- \* For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs.
- \* You may purchase up to a maximum of \$200.00 worth of goods and services per day, inclusive of ATM withdrawals.

**Fees and Charges:**

- \* There is no charge for ATM withdrawals at machines owned by us.
- \* There is no charge for ATM deposits at machines owned by us.
- \* If applicable your Ready Reserve or other line of credit may advance to cover transactions and interest will accrue.
- \* There is a Replacement Card Fee of \$12.00 per card.
- \* We do not charge for any POS transactions.

**ATM Fees:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**Bank by Phone**

**Types of Audio Response Services:** You may access your deposit accounts by using a separate personal identification number (PIN) assigned to you and your account number in our audio response system. At the present time you may use the system to:

- \* Transfer funds between your deposit accounts.
- \* Obtain balance information on your deposit accounts.

#### Limitations on Frequency and Amount:

- \* There are no limits on the number or dollar amount of inquiries, transfers or withdrawals you may make per day.

#### Fees and Charges for Audio Response Transactions:

- \* We do not charge for any Audio Response Transactions.

**Other EFT Transactions.** You may access certain account(s) you maintain with us by other EFT transaction types as described below.

**Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

**Re-presented Check Transactions and Fees.** You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

The following limitations may be applicable to your accounts, except as provided by law:

**Liability for Unauthorized VISA Point of Sale Debit Card Transactions.** Tell us, AT ONCE, if you believe your VISA point of sale debit card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized VISA point of sale debit card transactions that take place on the VISA system is zero dollars (\$0.00). We may require you to provide a written statement regarding claims of unauthorized VISA point of sale debit card transactions.

These provisions limiting your liability do not apply to VISA commercial credit cards, ATM transactions, or PIN transactions not processed by VISA; and apply only to cards issued in the United States. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law (see **Liability for Unauthorized Transfers** paragraph below) only if we determine that you were grossly negligent or fraudulent in the handling of your account or point of sale debit card. For specific restrictions, limitations, and other details see your Cardholder Agreement. To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the

telephone number or address set forth below. This will help prevent unauthorized access to your account and minimize any inconvenience.

VISA is a registered trademark of Visa International.

**In addition to the limitations set forth above, the following limitations may be applicable to your accounts:**

**Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your card, ATM PIN, POS card or PIN, Audio Response PIN, or online banking PIN has been lost or stolen or if you believe that an electronic fund 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 sixty (60) days after you receive a statement that shows any transfers that you did not make, you can lose no more than \$50.00 if your card is lost or stolen and someone used your card without your permission. 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 sixty (60) days after you receive the statement, you may not get back any money lost after the sixty (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, we will extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (320) 251-0902, or write us at ST. STEPHEN STATE BANK, 2 Central Avenue South, St. Stephen, MN 56375. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

**Illegal Transactions.** You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

**Business Days.** For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are included.

**Stop Payments on ATM, POS, or Debit Card Transactions.** You may not place a stop payment order on any ATM, POS, or debit card transaction.

#### Documentation.

**Periodic Statement.** You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement at least quarterly. You will get a quarterly statement from us on your savings account if this is the only account you have and the only possible electronic transfer to or from the account is a preauthorized deposit. If you have a passbook account, you may bring your passbook to us and we will record any direct deposits that we made to your account

since the last time you brought in your passbook.

**Terminal Receipt.** You can get a receipt at the time you make a transfer to or from your account using one of our ATMs or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

**Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (320) 251-0902 to find out whether or not the deposit has been made.

**Our Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instance:

- \* If, through no fault of ours, you do not have enough money in your account to make the transfer.
- \* If the money in your account is subject to legal process or other claim restricting such transfer.
- \* If the transfer would go over the credit limit on your overdraft line.
- \* If the ATM 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 transaction, despite reasonable precautions that we have taken.
- \* There may be other exceptions stated in our agreement with you.

**In Case of Errors or Questions About Your Electronic Transfers.** Telephone us at (320) 251-0902, or write us at ST. STEPHEN STATE BANK, 2 Central Avenue South, St. Stephen, MN 56375 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- \* Tell us your name and account number (if any), 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 ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten

(10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-begun transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If a notice of error involves unauthorized use of your point of sale debit card with the VISA logo when it is used as a VISA point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

**Confidentiality.** We will disclose information to third parties about your account or the transfers you make:

- \* Where it is necessary for completing transfers; or
- \* To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- \* To comply with government agency or court orders; or
- \* If you give us your written permission.

**Personal Identification Number (PIN).** The ATM PIN, POS PIN or Audio Response PIN is for security reasons. The numbers are confidential and should not be given to anyone else or listed on the card. You must keep your numbers safe. You agree not to give your ATM PIN, POS PIN or Audio Response PIN to anyone who cannot sign on your accounts.

**Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when we receive the notice at our telephone number or address shown in this Agreement. We may change the terms and conditions for any EFT service. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of EFT service is governed by regulations and any future changes to those regulations.

**Enforcement.** If you or we bring a legal action to enforce this Agreement or to collect amounts owing as a result of any Account transaction, the party who wins will receive reasonable attorneys' fees and costs, including fees on any appeal, to the extent allowed by law.

**Cancellation of ATM, POS and Audio Response Services.** You agree that we may cancel this Agreement and your use of the ATM Card, POS or Audio Response services, if:

- \* You breach this or any other agreement with us;
- \* We have reason to believe that there has been an unauthorized use of your ATM PIN, POS card or PIN or Audio Response PIN;
- \* We notify you or any other person on your account that we have cancelled or will cancel this Agreement. You or any other person on your account can cancel this Agreement by notifying us in writing.

Service is cancelled the first business day after we receive your written notice. Cancelling this Agreement will not affect your or our rights and responsibilities under this Agreement for transactions begun before the agreement is cancelled.

**Preauthorized Electronic Fund Transfers.**

**Stop Payment Rights.** If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: You must call us at the telephone number listed in this form, or write us at the address listed in this form, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you don't, your stop payment will not bind us after fourteen (14) days. We will charge you \$ 28.00 for each stop payment order you give.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Delay.** There may be a delay between the time you make a deposit and when you can withdraw the money. You should review our Funds Availability Policy to find out when you can withdraw money that you deposit at ATMs.

- Completing Transactions.** We refuse to complete a transaction:
- \* If you do not have enough money in your account; or
  - \* If you would go over your credit limit; or
  - \* If it would lower your balance to less than the required balance; or
  - \* If it would require us to change the money that we hold for the account.

**Money Market and Savings Account Limitations:** You may

make six (6) withdrawals from your account each four (4) week or similar period. Three (3) of these withdrawals may be made by check, draft, debit card or similar order (including POS transactions).

**Other Minnesota Disclosures.** ATM transactions are completed immediately with us. You cannot reverse a transfer of money through an ATM. Payment for goods or services by transfer of money through an ATM does not affect any of your rights, protections or liabilities under existing law concerning a cash or credit sale made by means other than through use of an ATM. We are liable for all unauthorized withdrawals at an ATM or a POS unless the unauthorized withdrawal was due to the loss or theft of the card, in which case you are liable, up to a maximum liability of \$50, for those unauthorized withdrawals made before we are notified of the loss or theft. The limitation on liability is effective only if the card issuer is notified of unauthorized charges contained in a bill within sixty (60) days of receipt of the bill by the person in whose name the card is issued. An unauthorized withdrawal is a withdrawal by a person other than you who does not have actual, implied or apparent authority for such withdrawal, and from which withdrawal you receive no benefit.

You may bring a civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of Minnesota law. In addition to actual damages or \$500 (whichever is greater), you may recover punitive damages, plus court costs and reasonable attorneys' fees incurred.

To protect the privacy of customers using electronic financial terminals, including any supporting equipment, structures or systems, information received by or processed through such terminals, supporting equipment, structures or systems shall be treated and used only in accordance with applicable law relating to the dissemination and disclosure of such information. The person establishing and maintaining an electronic financial terminal, including any supporting equipment, structures or systems, shall take steps as are reasonably necessary to restrict disclosure of information to that necessary to complete the transaction and to safeguard any information received or obtained about a customer or his or her account from misuse by any person manning an electronic financial terminal, including any supporting equipment, structures, or systems.

**ATM SAFETY TIPS**

As issuers of Automated Teller Machine (ATM) access devices, we have provided for your information a list of safety precautions regarding the use of automated teller machines. Please read the following safety tips:

- \* Be aware of your surroundings, particularly at night.
- \* Consider having someone accompany you when the automated teller machine is used after dark.
- \* It is appropriate to politely ask someone who is uncomfortably close to you to step back before you complete your transaction.
- \* Refrain from displaying your cash. Pocket it as soon as your transaction is completed. Count the cash later in the safety of your car or home.

- \* Consider using another automated teller machine or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM access device and leave.
- \* Go to the nearest public area where people are located if you are followed after making a transaction.
- \* Report all crimes to law enforcement officials immediately.

**Member  
FDIC**