

First Dakota National Bank Digital Banking Services Agreement

Please read the entire agreement before clicking "Accept".

This Digital Banking Services Agreement ("Agreement"), governs the Digital Banking Services provided by First Dakota National Bank and your use of that service. This Agreement also includes certain licensing rights and restrictions, including an end user agreement between you and our primary software licensor. Whenever you use the Digital Banking Services or authorize others to use it, you agree to these terms. **First Dakota National Bank may amend these terms or fees from time to time. You will be notified of any amendments that affect your rights or obligations. Each of your First Dakota National Bank accounts accessed by Digital Banking Services continue to be governed by the applicable account disclosures and regulations relating to deposit accounts, including but not limited to the Terms and Conditions of Your Account, Electronic Fund Transfers Your Rights and Responsibilities (exclusive to consumer accounts), and Schedule of Fees/Services.**

General Information

1. Definition of Terms

- "You" and "Your" means the customer of First Dakota National Bank who is entering into this Agreement and all persons authorized by the customer to use their Digital Banking Identification and Password or other means of access we establish or approve.
- "We," "us," "our," "Bank," and "First Dakota" refer to First Dakota National Bank or one of its affiliates. In certain cases such as Bill Payment, Mobile Deposit, etc. said terms also refer to third parties who assist First Dakota National Bank in providing the Service ("Third Party Service Providers").
- "Business Day" shall mean Monday-Friday, except for Federal banking holidays.
- "Digital Banking" means a suite of services that we make available, enabling you to conduct banking transactions with us by using your Mobile Device, Desktop Computer, or Laptop.
- "Mobile Device" means a cellular telephone or similar wireless communications device (1) that is installed with software permitted by us ("Digital Banking Software") that you have downloaded in order to conduct Digital Banking transactions or (2) that is capable of conducting Digital Banking transactions by using other protocols that we may choose to permit. We reserve the right to change the Digital Banking Software and other protocols that we allow for Digital Banking at any time without prior notice.
- "Payee" means the merchants, individuals or institutions you wish to pay using the Bill Payment Service.
- "Digital Agreement" means First Dakota National Bank Digital Banking Agreement.
- "Digital Banking" or "First Dakota National Bank Digital Banking" means our service that allows you to make payments, transfer funds, access accounts, make purchases, obtain information, and perform other transactions over the Internet by use of a personal computer and modem and/or other means we authorize or allow.
- "Digital Banking Services" is any combination of Online Banking and Mobile Banking in which similar terms and conditions apply.

2. Requirements For Your Use

- To access your accounts through Digital Banking Services: You must have a First Dakota National Bank account and have enrolled in the Digital Banking Services either online or by use of a Mobile Device. In addition, you will need an Internet-enabled device that supports the highest available level of encryption, Internet service through the provider of your choice, and a compatible web browser that supports the highest available level of encryption and/or the First Dakota National Bank Mobile Banking app downloaded from an applicable app store. Additionally, in order to view and/or print

electronic statements, notices and/or tax documents (E-Docs), you will also need software capable of viewing PDF documents such as Adobe Reader.

- You are responsible for the installation, maintenance and operation of your internet-enabled device and browser software. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate your computer or your software properly. The Bank is not responsible for any errors or failures from any malfunction of your device or your software.
- First Dakota National Bank is not responsible for any electronic viruses (including, but not limited to, malware, keystroke loggers, and/or spyware) that you may encounter. The Bank is not responsible for any virus related problems that may be associated with the use of Digital Banking. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, up-to-date internet browsers, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. The Bank has no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your device or your software.
- You also agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). First Dakota National Bank will never contact you by e-mail in order to ask for or to verify Account numbers, Login Credentials, Debit Card numbers and PINs, or any other sensitive or confidential information. We may send emails containing links to websites on a limited basis. In the event you receive an e-mail or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree that you will not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail.
- To the extent allowed by law, you agree that First Dakota National Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

3. Customer Service

- If you need assistance with Digital Banking, or if you need to communicate with First Dakota National Bank, you may contact a Customer Service Representative by dialing 1.800.486.4712 or you may write: First Dakota National Bank Digital Banking Department P.O. Box 156, Yankton, SD 57078. You may also email us at firstdakota@firstdakota.com. However, electronic mail (e-mail) transmissions are not secure. We therefore, request that you do not send us or ask for sensitive information, etc. via any general form of e-mail system. You may send us a message through First Dakota's Digital Banking Conversations, as this digital banking communication channel is secure.

4. Description of Services

- Service Availability:
 - We will use reasonable efforts to make our Digital Banking Services available for your use on a continuous basis. We do not guarantee functionality of our Digital Banking Services (or any Banking Software) on all Devices, on all communications networks, in all geographic regions, or at all times. Digital Banking Services may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to the Digital Banking Services may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use commercially reasonable efforts to re-establish Digital Banking Services in those instances, but we do not promise the Digital Banking Services will always be available for your use. We may elect to discontinue Digital Banking Services (or any of the services that we provide, from time to time, through Digital Banking) at any time. If we choose to discontinue Digital Banking Services, we will provide you with reasonable notice. In the case of a disaster, your Digital Banking Services may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall we be liable to you for unavailability of Digital

Banking services, or your inability to access Digital Banking or to execute Digital Banking functions.

- Account Access through Digital Banking Services
 - Account Access through Digital Banking Services allows you to conduct the following functions: view account balances and transaction history. There are no monthly or transaction fees for accessing your account(s) through Digital Banking Services. Other fees, as described in the deposit account information disclosures, may apply to services ordered online and to transfers to and from your accounts. Please note that fees may be assessed and billed separately by your online service provider and are not included in our Digital Banking Services.
- Bill Payment through Digital Banking Services
 - Bill Payment through First Dakota National Bank allows you to schedule bill payments & P2P payments.
- Transfers through Digital Banking Services
 - You are allowed to make transfers between your various Digital Banking accounts including payments to your First Dakota National Bank loans. You must be an owner of and have the unrestricted right of withdrawal from all accounts to or from which you request a transfer. We reserve the right to deny transfers between certain types of accounts under certain circumstances. A transfer initiated through Digital Banking Services before the cut-off time displayed on the transfer screen is posted to your account the same day. All transfers completed after the posted cut-off time on a business day or on a Saturday, Sunday or federal banking holiday, will be posted on the next business day. Our business days are Monday through Friday, except for banking holidays. "Banking holidays" shall mean all federal banking holidays. The number of transfers from accounts may be limited as described in the applicable portions of the deposit account information.
- Not all functions described are available via a Mobile Device.
- Digital Banking via a Mobile Device
 - Digital Banking allows you to perform many of the same banking functions by use of a mobile device. To access Digital Banking services and functions, your Mobile Device must be Internet enabled and/or connected to the Internet through your mobile communications service provider (through WiFi or LTE). You must enroll the particular Mobile Device(s) that you wish to use with Digital Banking. You must also un-register any Mobile Device(s) that you may no longer wish to be capable of using with Digital Banking. When you access Digital Banking with your Mobile Device, you will see a menu of available Digital Banking functions (e.g., view balances; view or search for transactions; locate branches; execute specific types of internal or external funds transfers; etc.). From time to time, we will add, and may modify or delete particular Digital Banking functions or geographic areas served by Digital Banking. We may make such changes in functions or geographic service with or without prior notice. We reserve the right to refuse to make any transaction that you may request through Digital Banking.
- Mobile Device and Mobile Communications
 - You are responsible for providing your own Mobile Device that supports the highest generally available level of encryption. Digital Banking users must download, install and use certain software systems and programs developed by us, our licensors or other third-parties. We are not responsible for any damage to your Mobile Device resulting from those activities, and you will be engaging in those activities at your own risk.
 - Depending on its make and model, your Mobile Device may need to be capable of receiving an SMS text message to initiate the download. You are responsible for obtaining your own mobile communications service provider. Your mobile communications service provider may charge you for Internet-related use and for text (SMS) messages, so please see your mobile carrier for further details about its charges. You are responsible for all fees and charges that you may incur to any mobile communications service provider or any other third parties while using Digital Banking. We are not a party to, and we have no duty, liability or responsibility

with respect to or in connection with (i) your mobile communications service provider agreement, or (ii) any Mobile Device, hardware, software or other product or service you may purchase from others relating to your use of Digital Banking. This Agreement does not amend or supersede any agreements that you have with third parties (such as your Mobile Device supplier and your mobile communications service provider), and you remain subject to all terms, fees, costs, other charges, limitations and restrictions in those agreements with third parties. Your Mobile Device supplier and your mobile communications service provider are responsible for their products and services. You agree that any problems you may have concerning those companies' products, services or agreements shall be resolved by you directly with them, and without involving us.

- Your Mobile Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk.
- Digital Banking Electronic Disclosures
 - Upon using Digital Banking, you consent to receiving notices and disclosures concerning Digital Banking Services and your enrolled bank accounts electronically, including by mobile phone (e.g. SMS or other text message) or e-mail (each of the foregoing being an "electronic address"). You must enter your electronic address for such disclosures and notices when first enrolling in Digital Banking. You are solely responsible for immediately updating your electronic address if it changes. You may do so by accessing the Profile section within First Dakota's Digital Banking platform.
 - If you need assistance updating your electronic address, you may call our Customer Service Center at 1.800.486.4712. All disclosures and notices by us shall be deemed given and received by you immediately upon being sent to the electronic address you have most recently updated. Many disclosures and notices may also or instead appear in one or more of your bank account statements. Unless specifically required by law, we are not obligated to provide any disclosure or notice to you by regular mail or by any means other than electronic transmission.
 - You may, without charge, withdraw your consent to receiving notices and communications electronically by calling our Customer Service Center at 1.800.486.4712, but in that event we can terminate your Mobile Banking service. Receiving electronic disclosures and notices on your Mobile Device requires that your Mobile Device be an Internet-enabled Mobile Device that support 256-bit encryption. In order to keep notices and disclosures sent to you electronically, you must have the ability to save them to your Mobile Device or computer, or to print them. You may also request a paper copy of an electronic notice or disclosure at no additional charge by calling our Customer Service Center at 1.800.486.4712.
 - Export Controls Software programs, materials, tools, and technical data may be subject to U.S. export controls or the trade laws of other countries. You agree to comply with all export control regulations. You also acknowledge that you, not First Dakota National Bank, have the responsibility to obtain such licenses to export, re-export or import as may be required. You agree not to export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws.
- Mobile Banking License Rights
 - In connection with your use of Mobile Banking Software, we and our licensors (or other third-parties who have directly or indirectly granted rights in those software systems and programs with respect to Mobile Banking) will require your agreement to certain license rights arrangements and/or end-user agreements ("Licenses"). By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking Software, you will be evidencing your acceptance of the terms and conditions of those Licenses. We may also condition your use of Mobile Banking Software upon you affirming such Licenses by the use of "I Accept" dialogue box acknowledgements, or by other

affirmative or use-based acknowledgement and agreement systems. We and our service providers (including without limitation third-party providers of Mobile Banking Software) reserve all rights not granted to you in this Agreement and under the terms of such Licenses. If you obtain a different Mobile Device, you will be required to download and install Mobile Banking Software, to that different Mobile Device, under the same terms set forth in this Agreement. You agree to delete all such software from your Mobile Device promptly if the Licenses or this Agreement terminate for any reason. We reserve the right to change, add to, or terminate services with our third-party Mobile Banking Software providers, to substitute different Mobile Banking Software providers, and to enter into or arrange for the provision Mobile Banking Software by other licensors and third-parties.

- EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE AGREEMENTS GOVERNING THE TERMS OF ANY LICENSE RIGHT RELATING TO THE USE OR OPERATION OF MOBILE BANKING OR MOBILE BANKING SOFTWARE, MOBILE BANKING SERVICES AND MOBILE BANKING SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS. YOUR USE OF THE MOBILE BANKING SOFTWARE AND MOBILE BANKING SERVICES, AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA MOBILE BANKING, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. Terms and Conditions Addendum for Electronic Documents Service

- For the entire Electronic Documents Service agreement, please log in to your digital banking account: [Select an Account > Select Settings > Select Documents Advanced Settings > Select Disclosures](#).

6. Debit Card Management

- We may, in our discretion, provide functions within one or more of the applications described in this Agreement whereby you may electronically activate settings to restrict, block, limit, or otherwise control certain account transactions automatically (a "Debit Card Management function").
- A Debit Card Management Function may include, for example, a setting that allows you to prevent your debit card from being used for online purchases. Other Debit Card Management functions include card activation, ability to temporarily suspend a debit card, and report lost/stolen debit card. By enabling or using any Debit Card Management function, you agree to the terms of, and you agree to comply with, all instructional materials, technical requirements, and on-screen guides we disclose or make available to you in connection with the Debit Card Management function, and may be amended by us from time to time.
- You are solely responsible for activating and deactivating any debit card management settings that are available through any Debit Card Management function, and you agree that we will not be liable to you or to any third party as a result of processing or handling account transactions according to your debit card management settings.
- Any Debit Card Management function may rely on transaction information provided by third parties such as payment networks, merchants, and financial institutions. You agree that we will not be liable to you or to any third party in the event we process or handle any account transaction in conflict with your debit card management settings as a result of erroneous, inaccurate, or incomplete transaction information provided by a third party.
- Subject to the terms and features we disclose for any particular Debit Card Management function, we will implement the debit card management settings you make as soon as reasonably practicable. However, you agree that we will not be liable to you or to any third party in the event we process or handle any account transaction in conflict with a debit card management setting you have made if we have not had a reasonable opportunity to implement the setting.
- Our provision and your use of any Debit Card Management function does not relieve you of your responsibility to diligently monitor activity in your account, to promptly review account statements as

they are made available to you, and to promptly report any errors or unauthorized transactions, or lost or stolen debit cards or credit cards, according to the terms and conditions of the agreements governing your account.

- In the event your debit card is lost/stolen, you may suspend activity on the card through Debit Card Management and should proceed to contact the Bank immediately to have a new card issued. Debit cards reported lost or stolen through Debit Card Management cannot be reactivated and a new card will need to be issued.
- Travel Notice Setup is recommended when you are traveling domestically or internationally to allow use of your card without interruption. Transactions may be declined if the travel notice request is to a blocked country or other terms set forth by the Bank or a third party provider. Travel Notices may rely on transaction information provided by third parties such as payment networks, merchants, and financial institutions. You agree that we will not be liable to you or to any third party in the event we process or handle any account transaction in conflict with your travel notice settings as a result of erroneous, inaccurate, or incomplete transaction information provided by a third party.
- Service Disclaimer There may be service disruptions or events beyond our control that could adversely affect the Debit Card Management functions or Travel Notices. Such disruptions or events, include, but are not limited to: telecommunication system delays or outages; power outages; network, communication or data plan outages; natural disasters; or any other event outside the control of us. Any such disruption or event may block or otherwise limit your usage of the Debit Card Management functions or Travel Notices and/or use of your debit card based off of the card settings in place at the time of the disruptions. You agree that we will not be liable for any losses or damages as a result of service unavailability. You must always examine your account statements promptly and routinely review all transactions and other activity on your account.

7. First Dakota National Bank Bill Pay Terms and Conditions

- These Terms and Conditions ("Terms") apply to the Bill Pay service ("Bill Pay") provided by First Dakota National Bank. Your use of Bill Pay constitutes as acknowledgement and agreement to these Terms.
- The Terms of this agreement are in addition to the account agreements, disclosures and other documents which govern your account. We may change, add or delete these Terms at any time and will provide advance notice of these changes if required by law.
- Within these Terms, "you" or "your" refer to the account holder authorized to access Bill Pay. "We", "us", "our" or First Dakota refer to First Dakota National Bank and "Payee(s)" refer to any merchant, institution or individual you request to pay.
- Using the Bill Pay service allows you to schedule bill payments either on an automatic recurring basis or periodically as you request. You can designate, at your option, for the payment of your bills from one or more of your First Dakota National Bank checking accounts. There is no limit to the number of payments that may be authorized. However, there are daily dollar and per Payee limits in place. You may pay any Payee approved by us for payment through Bill Pay.
- By scheduling payments and submitting your payees' information including their addresses, you authorize us to follow the payment instructions to these payees. When we receive a payment instruction (for the current or a future date), we will remit funds to the Payee on your behalf, from the funds in your selected account, on the day you have designated as the payment's processing date ("Payment Date"). Recurring payments are automatically rescheduled by the system based upon your selected frequency. If the recurring payment is scheduled to process on a non-business day, generally weekends and federal holidays, the Payment Date is adjusted to the first business day prior to the calculated processing date. All payments made with Bill Pay require sufficient time for your Payee to credit your account properly. To avoid incurring a finance charge or other fee, you must schedule a payment sufficiently in advance of the due date of your payment. The system will calculate the estimated delivery date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payees.
- Bill payment items will be treated just like any other check that you write. When you enter and transmit payment instructions, you authorize us to withdraw the funds from your account and make

the payment as directed. Should the item be returned insufficient funds, you will be assessed overdraft charges, and a hold may be placed on your bill payment service. We cannot guarantee a Payee you want to pay with Bill Pay will participate or be able to receive payments.

- For Bill Pay Customer Service, you may call our Third Party Provider at 1.866.326.0681 or utilize the Live Chat feature within the Manage Payments section of Bill Payment. The live chat feature is not available from our First Dakota Digital Banking App. Bill Pay Customer Service hours are Monday through Friday 6:30 a.m. to **11:00 p.m.** CST.
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. First Dakota National Bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information. We will not be responsible for any charges or late fees imposed or any other action taken by a Payee resulting from a payment that you have not scheduled properly. In addition, we will not be liable if any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee. We will not be liable if there are insufficient funds in your designated payment account; if a legal order directs us to prohibit withdrawals from the payment account; if the payment account is closed or frozen; or if any part of the electronic funds transfer system is not working properly. We will not be liable for indirect, special or consequential damages arising out of the use of Bill Pay.
 - Available Funds: We will not be obligated to make any payments unless your account has sufficient funds to pay the bill on the Payment Date. Funds for all ELECTRONIC bill payments will be withdrawn from your account on the scheduled Payment Date. If your account does not have sufficient available funds, we will repeat the attempt to debit your account until you have sufficient funds for the payment. We will check your account twice a day for a maximum of five business days. If sufficient funds are still not available after that timeframe, the payment will be cancelled, and your Profile will be deactivated. You may contact us to reactivate your account if you so desire. Payments made by CHECK will be mailed on the day the payment is scheduled to be sent to the Payee and will clear your account like any other check.
 - Cancelling a Payment: You have the right to stop or change any scheduled payment. Payments process at 6:30 am and 1:30 pm Central Standard Time on every business day (Business days do not include Saturday's, Sunday's and Federal Holidays). You may edit or delete any previously scheduled payments any time before the next cutoff time by using the Bill Pay EDIT function for the pending payment. Once the payment has processed, for CHECK payments, you may place a stop payment on the item by contacting any of our locations or contacting Customer Service at 1.800.486.4712. Should you cancel Digital Banking, we strongly suggest that you cancel all future bill payments at the same time that you cancel your online service by deleting those payments yourself. This will ensure that future payments and transfers made by you will not be duplicated. We will continue to maintain your accounts until you notify us otherwise.
 - Fees: Please reference applicable bill pay fees, as listed on the **Terms and Conditions of Your Account**.
 - Termination: We reserve the right to terminate your use of Bill Pay at any time. You may terminate this agreement by cancelling all Bill Pay payments or by written notice to First Dakota National Bank. We are not responsible for any payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by us on your behalf.

8. First Dakota National Bank's Mobile Deposit Service (the "Service"), allows you to deposit certain checks into certain deposit accounts that are eligible to receive Mobile Deposits via Mobile Banking installed on your supported mobile device. By enrolling in the Service, you agree to allow First Dakota National Bank to evaluate your account for eligibility. Upon Bank approval, you agree to be legally bound by this section of the Digital Banking Services Agreement.

- Deposit Limits: We reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using the Service and to modify such limits from time to time.
 - Consumers - Consumer customers are allowed 15 items per day with a maximum of 15 items per month. Consumers are allowed to deposit up to \$5,000 per day and \$10,000 per month.
 - Businesses - Business customers are allowed 15 items per day with a maximum of 15 items per month. Businesses are allowed to deposit up to \$5,000 per day and \$10,000 per month.
 - If you would like to deposit a larger dollar amount using the service, you may contact us to raise the limits. All limit increases are subject to approval.
 - We do not allow anyone to deposit more than 15 items per day/per month. If you need to deposit more than 15 items per day/per month, you may contact us to enroll in our Cash Management Remote Deposit Capture (RDC) service. Standard RDC fees apply.
- Equipment & Software: First Dakota National Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the Service.
- Limitations: When using the Service, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, the Service has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately, and at any time without prior notice to you. We reserve the right to limit the number of Mobile Devices through which you may access the Service. Except as expressly provided in this Addendum, deposits made through the Service are subject to all limitations and terms set forth in the relevant deposit agreement governing your Deposit Account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.
- Eligible Checks and Items: You agree to scan and transmit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in South Dakota. You agree that you will not use the Service to scan and deposit any checks or other items as shown below:
 - Checks or items payable to any person or entity other than you, or to you and another party.
 - Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
 - Checks or items previously converted to a substitute check, as defined in Reg CC.
 - Checks or items drawn on a financial institution located outside the United States.
 - Checks or items that are remotely created checks, as defined in Reg CC.
 - Checks or items not payable in United States currency.
 - Money orders, savings bonds or traveler's checks.
 - Checks or items issued by a U.S. federal agency, including U.S. Treasury Tax Refund Checks
 - Nothing in this Addendum should be construed as requiring First Dakota National Bank to accept any check or item for deposit, even if First Dakota National Bank has accepted that type of check or item previously. Nor shall First Dakota National Bank be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this Addendum.
- Image Quality: The image of a check or item transmitted to First Dakota National Bank using the Service must be legible. The image quality of the checks and items must comply with the standards established

by us, the Federal Reserve Board, and with any requirements set by any clearing house we use or agreement we have with respect to processing checks or items. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

- Endorsements and Procedures: Before transmission, you agree to restrictively endorse any check or item transmitted through the Service with your signature and "For Mobile Deposit Only, last four digits of your First Dakota account # _____" or as otherwise instructed by First Dakota. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time. You agree to promptly supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Service within 7 days.
- Receipt of Checks and Items; Crediting: We reserve the right to reject any check or item transmitted through the Service, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this Addendum or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from First Dakota National Bank that we have received and accepted the image. You enter the amount of the check for deposit through the Service. If we determine that the check is for a different amount, we may adjust the check amount and notify you of the adjustment. At all times, the check will be deposited for the amount read by us.
- Availability of Funds: We will make funds available for checks and items received, accepted, and successfully processed through the Service according to our standard funds availability policy for your Deposit Account. As provided in the relevant deposit agreement governing your Deposit Account and subject to First Dakota National Bank's Funds Availability Disclosure, deposits received and accepted before a particular time of the day (the "Cutoff Time") on a Business Day are credited on the same day and deposits received and accepted after the Cutoff Time on a Business Day are credited on the next Business Day. You understand and agree that checks and items must be received and accepted by First Dakota National Bank before the applicable Cutoff Time and must not be incomplete, illegible or erroneous to be eligible for same-day crediting. Cutoff times for this service are 12:00 PM & 4:00 PM Central time. Items deposited after the cutoff or on Saturday, Sunday, or a Federal Holiday will be credited on the next business day.
- Retention, Safekeeping, & Disposal of Transmitted Checks and Items: After a check or item has posted to your account, you agree to prominently mark the check or item as "Electronically Presented." You agree never to re-present to us or any other party a check or item that has been deposited through the Service unless we notify you that the check or item will not be accepted for deposit through the Service. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to First Dakota National Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for First Dakota National Bank's audit purposes. You agree to destroy or otherwise properly dispose of checks and items that have been accepted for deposit through the Service and have cleared to ensure that such checks and items are not re-presented for payment and, prior to disposal or destruction, you agree to safeguard such checks and items.
- Presentment: The manner in which the checks and items are cleared, presented (or re-presented) for payment, and collected shall be in First Dakota National Bank's sole discretion as set forth in the relevant deposit account agreement governing your Deposit Account.
- Promises You Make to Us - Indemnity: You warrant to First Dakota National Bank that:
 - You will only transmit eligible checks and items that you are entitled to enforce, and all checks and items will include all signatures required for their negotiation.
 - Images will meet First Dakota National Bank's image quality standards. You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.

- You will not deposit or re-present the original check or item with First Dakota National Bank or any other party.
 - All information you provide to First Dakota National Bank is accurate and true, including that all images transmitted to First Dakota National Bank accurately reflect the front and back of the check or item at the time it was imaged.
 - You will comply with this Addendum and all applicable rules, laws and regulations.
 - You will use the Services only for your own deposits and will not allow the use of the Service by way of a service bureau business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party.
 - By your utilization of this App, you acknowledge that the Third Party Service Provider of the App may have access to the nonpublic personal information transmitted by you through the App. You agree to indemnify and hold harmless First Dakota National Bank from any loss for breach of this warranty provision or the terms of this Addendum.
- Changes to the Service: We reserve the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of and agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance may be made, but we cannot guarantee that such notice will be provided.
 - Cancellation by You; Termination or Refusal by Us: You may cancel the Service at any time by calling 1.800.486.4712 and allowing us a reasonable opportunity to act upon your request. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via the Service. We will have no obligation to honor any instruction, in whole or in part, that (i) we reasonably believe is used for any illegal or improper purpose or activity; (ii) we have reason to believe may not be authorized by you; (iii) would violate any law, rule or regulation applicable to us or the Service; (iv) is not in accordance with any other requirement stated in this Addendum or any of our policies, procedures or practices; or (v) for our protection or yours, we have reasonable cause not to honor. We reserve the right to refuse to honor an instruction or suspend or terminate the Service, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; or (b) we believe the Service is not being used for its intended, bona fide and lawful purposes under this Addendum and the First Dakota National Bank Digital Banking Agreement; (c) we have reason to believe the Service is being used in an anti-competitive manner or contrary to First Dakota National Bank's business interests; (d) your account is closed, access to your account is restricted for any reason, or if you do not use the Service for a period of time or (e) following initial enrollment you do not use the Service. Termination will not affect your liability or any other obligations under this Digital Banking Services Agreement or any other agreements you have with us for actions we have taken on your behalf.
 - Ownership and License: You agree that First Dakota National Bank retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Service, including the App. You may use the Service only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the App or any other part of the Service, in any manner contrary to the terms of this Addendum, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.
 - Third Party Beneficiary: You agree that our Third Party Service Providers, may rely upon the provisions of this Addendum, including its disclaimer of warranties and any limitations of liability and that such

Third Party Service Providers are, for the purpose of this Addendum, third party beneficiaries to this Addendum with the power to enforce this Addendum.

- Liability: WE ARE ONLY RESPONSIBLE FOR PERFORMING THE SERVICE AS EXPRESSLY STATED IN THIS AGREEMENT. THERE IS NO GUARANTEE THAT ACCESS TO THE SERVICE WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS THE SERVICE. THE SERVICE IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, WE AND OUR THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL FIRST DAKOTA NATIONAL BANK OR ANY OF OUR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE APP, THE SOFTWARE, THE EQUIPMENT OR THE SERVICE WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, FIRST DAKOTA NATIONAL BANK'S AND OUR THIRD PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.
- Geographic Constraints: You agree that you will not use the Service in locations that are prohibited under U.S. law and regulations, including laws and regulations issued by the Office of Foreign Assets Control.

9. First Dakota National Bank Terms and Conditions for Bank-to-Bank External Transfer Service

- Bank-to-Bank External Transfers between your deposit accounts at First Dakota ("Internal Accounts") and your accounts at other financial institutions ("External Accounts") may be initiated through Digital Banking.
- Bank-to-Bank External Transfer requires your External Account(s) be enrolled before transfers can be initiated. By enrolling an External Account, you authorize us to initiate withdrawal & deposit entries to and from your Internal and External Account(s). This authorization shall remain in effect until you delete the External Account.
- To enroll an External Account, you must first request the service be enabled for your accounts, and then authenticate and validate your authority to access the External Account, and authorize First Dakota to initiate deposits and withdrawals for this purpose. We will initiate two small deposits, and one offsetting withdrawal to your External Account. You will be required to validate the amount of each deposit made to your external account prior to initiating any Bank-to-Bank External Transfer.
- To cancel this authorization, you must delete the transfer at least three (3) business days in advance of the transfer date by selecting the delete link next to the External Account in Digital Banking.
- Bank-to-Bank External Transfer Schedule: Our business days are Monday through Friday, except for federal banking holidays. Our daily cut-off time is 3:00 pm CST. Bank-to-Bank External transfers must be established up to three (3) business days in advance of the desired transfer date.
- Bank-to-Bank External Transfer Limits: Inbound transfers may be deposited to First Dakota checking or savings accounts and are limited to three (3) transfers per day with a daily maximum of \$5,000. Outbound transfers are limited to three (3) transfers per day with a daily maximum of \$5,000.
 - If you would like to deposit a larger dollar amount using the service, you may contact us to increase the limits. All limit increases are subject to approval.
- Limitation of Bank's Liability for Business Customers: You will not have any benefit of any consumer law limiting liability with respect to the unauthorized use of Bank-to-Bank External Transfers. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of Bank-to-Bank External Transfers for business purposes. You are liable for Bank-to-Bank transactions you do not authorize if we can prove that we processed the transaction in good faith.

Cash Management business customers are excluded from using Bank-to-Bank External Transfers. You would use ACH Origination instead.

10. Identification and Password Prior to your first use of the Digital Banking Services: You will establish your Login Credentials consisting of a User ID, Password, and Two-Factor Authentication. We may require you to change your Login Credentials from time to time for security reasons. The Bank is entitled to act on the instructions received under your Password. For security purposes, it is recommended that you memorize your Login Credentials and do not write them down. You are responsible for keeping your Login Credentials and other account data confidential. You, as the individual who completed the enrollment process and/or signed the application, are considered the sole owner of the Digital Banking Services account regardless of relationships on other accounts. As such, only you will be able to request that the Login Credentials be unlocked or reset. Anyone to whom you give your Login Credentials or other means of access will have the same access to your accounts as you do, even if you attempt to limit that person's authority. For this reason, you should not disclose your Login Credentials to other persons. You are responsible for (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used by you to access the Service (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, text messages, emails and other data ("Communications") entered using the Access Information. Any Communications received using the Access Information will be deemed to be sent or authorized by you. You agree to notify us immediately if you become aware of any loss, theft or unauthorized use of any Access Information. We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.
11. Acknowledgement of Commercially Reasonable Security Procedures: By using First Dakota National Bank's Digital Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions which are commercially reasonable. You agree to be bound by any instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we have had a reasonable opportunity to act on such notice).
12. Cancellation of Services: If you wish to cancel any of your First Dakota National Bank Digital Banking Services, please contact First Dakota National Bank Customer Service at 1.800.486.4712 or by sending cancellation instructions to: First Dakota National Bank Digital Banking Department P.O. Box 156, Yankton, SD, 57078. If, for any reason, you should ever wish to cancel Digital Banking Services, your scheduled payments and transfers will automatically be deleted. For this reason, if you cancel Digital Banking Services, you should make other payment or transfer arrangements. This will also ensure that future payments or transfers made by you will not be duplicated. The Bank reserves the right to terminate the Digital Banking Services Agreement, in whole or in part, at any time for any reason.
13. New Services: First Dakota National Bank may, from time to time, introduce new Digital Banking Services. **We will update our website and/or share new digital banking services via our marketing materials.** By using these services when they become available, you agree to be bound by the terms contained in this First Dakota National Bank Digital Banking Agreement.
14. Additional Provisions:
 - Consumer Liability: Your first use of any of the Digital Banking Services confirms your agreement to and understanding of the terms and conditions in the Digital Banking Services Agreement. You agree to the terms of this agreement and the schedule of charges that may be imposed. You authorize us to deduct applicable charges and payments, as accrued, directly from your designated payment account. You are liable for all transactions that you may make or authorize, even if the person you authorize exceeds your authority. If you have given someone your login credentials or any other means of access and you want to terminate that person's authority, you must change your User ID and Password or other means of access or take additional steps to prevent further access by such persons.

- Unauthorized Transactions in Your Accounts: Notify us immediately if you believe another person has improperly obtained your Digital Banking Identification or Password. Also notify us if someone has transferred or may transfer money from your Bank deposit account without your permission, or if you suspect any fraudulent activity on your account. To notify us, call First Dakota National Bank at 1.800.486.4712.
 - Bank Liability Except as specifically provided in this First Dakota National Bank Digital Banking Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, any indirect, special, incidental or consequential damages whether caused by the equipment, software, the Bank, OR by Internet browser providers, OR by PDF readers OR by Internet access providers OR by online service providers OR by an agent or subcontractor of any of the foregoing, nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, First Dakota National Bank Digital Banking, or Internet browser or access software.
 - Error Resolution: Call or write to us as soon as possible if you think your statement, account or transaction information is wrong or if you need more information about a transaction listed on your statement or shown through Digital Banking Services. The telephone number and address you may use are as follows: 1.800.486.4712 or First Dakota National Bank Digital Banking Department P.O. Box 156, Yankton, SD 57078. For additional information regarding your and our rights and responsibilities regarding errors in or questions about your accounts and how such errors and questions are processed, please review your Primary Digital Banking Agreement and the applicable agreement(s) governing the affected deposit account or credit account.
 - Marketing: We may periodically deliver to you information concerning these Online Services or your Accounts by email or text. We will not provide your information to third parties for marketing purposes. If you so choose, you may opt out of receiving said messages by contacting us at 1.800.486.4712.
 - Web-linking Practices: We may provide access to information, products or services offered on other third party web sites. The Bank is not responsible for, nor controls, the content, products, or services provided by linked sites. The Bank does not endorse or guarantee the products, information or recommendations provided by linked sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Bank and have a privacy policy different than that of the Bank. Your access, use and reliance upon such content, products or services is at your own risk.
15. Disclosure of Account Information: You authorize the Bank and each of its affiliates to disclose to third parties, agents, and affiliates, such as independent auditors, consultants or attorneys, information you have provided or that we or our affiliates have obtained about your accounts and the transfers you make:
- to comply with government agency or court orders or requests; or
 - to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
 - where it is necessary for completing transfers; or
 - to provide services relating to your account; or
 - if you give us your further permission.