

Community Bank Mankato

Business Online Banking Terms & Conditions

This Agreement describes your rights and obligations as a user of Community Bank Mankato's Online Banking service ("Service"). It also describes the rights and obligations of Community Bank Mankato. Please read this Agreement carefully. By requesting and using this Service, you agree to comply with the terms and conditions of this Agreement.

Definitions

The following definitions apply in this Agreement. "Online Banking" or "online services" are the Internet-based services providing access to your accounts; "Online Account" means any deposit or loan account from which you will be conducting transactions using our Service; Username is the Username you requested when you signed up for this Service, and "Password" is the code that you select after the initial sign-on, that establishes your connection to the Service. "Time of day" references are to Central Standard Time. "We," "us" or Community Bank Mankato refer to Community Bank Mankato which offers the Service and which holds the accounts accessed by the Service.

Access to Services

Community Bank Mankato will provide online instructions on how to use the Online Banking service through the Help functions available at the site. You will gain access to your Online Accounts through the use of your Internet-enabled device, your Internet Service Provider, your Username and your Password.

Use of your Security Password

You agree not to allow anyone to gain access to the Service or to let anyone know your Password used with the Service. You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

If, despite the Bank's advice, you give your password to anyone, you do so at your own risk since anyone to whom you give your password or other means of access will have full access to your account(s) even if you attempt to limit that person's authority.

Upon enrollment, you will receive an email with the "Username" and a separate email with a "Temporary Password" that you will use to gain access to your accounts. You will then be prompted to establish a new password. Your Password must meet the following requirements:

- Be between 8 and 17 characters
- At least one (1) numeric character
- At least one (1) upper case alpha character
- At least one (1) lower case alpha character
- At least one (1) special character (!@#\$\$%^&*)

If your Password has been lost or stolen

If your Password has been lost or stolen, call Community Bank Mankato Business Support immediately at (507) 385-4471, 8:00 a.m. through 5:00 p.m. (Central Time), Monday through Friday or Saturday 9:00 a.m. through Noon. Telephoning the bank is the best way to minimize your loss. If you believe your Password has been lost or stolen and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone uses your Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.

If your statement shows transfers that you did not make

If your statement shows transfers that you did not make, notify Community Bank Mankato Business Support immediately by calling 8:00 a.m. to 5:00 pm. (Central Time), Monday-Friday or Saturday 9:00 a.m. to Noon at (507) 385-4471 or writing Community Bank Mankato Business Support at:

Community Bank Mankato Business Support
300 St. Andrews Drive
Mankato, MN 56001

If you do not notify Community Bank Mankato within 60 days after the statement was mailed to you, you may not recover any money lost after the 60 days which would not have been lost if Community Bank Mankato had been notified in time. If a good reason (such as a long trip or hospital stay) delayed you from contacting Community Bank Mankato, Community Bank Mankato will extend the time periods.

Banking Transactions with Online Banking or the Community Bank Mankato Cash Management System

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

(1) Transfer funds among your checking accounts, savings accounts and money market accounts. Make loan or line of credit payments. NOTE: Because regulations require Community Bank Mankato to limit pre-authorized transfers (including Online Banking transfers), the following limitations apply:

(a) Statement savings account. You can make no more than six transfers per statement period by pre-authorized or automatic transfer or by telephone or online services.

(b) Money Market checking account. You can make no more than six transfers per statement period by pre-authorized or automatic transfer or by telephone or online services and no more than three of these may be by check, draft or debit card.

(2) New services may be introduced for online services from time to time. Community Bank Mankato will make these new services available online. By using these services when they become available, you agree to be bound by the rules made available to you online concerning these services.

Electronic Mail

If you send Community Bank Mankato an electronic mail message, Community Bank Mankato will be deemed to have received it on the following business day. Community Bank Mankato will have a reasonable time to act on your e-mail.

You should not rely on electronic mail if you need to communicate with Community Bank Mankato immediately - for example, if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

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

Other Agreements

In addition to this Agreement, you and Community Bank Mankato agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the online service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Community Bank Mankato including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedules available in each product description on the web site. We will automatically deduct the fees related to this Service from account each month.

Hours of Operation

The Service is available 24 hours a day, seven days a week, except during special maintenance periods. For purposes of transactions, Community Bank Mankato's business days are Monday through Friday, excluding holidays. All online service transaction requests received after 2:00 p.m. on business days and all transactions which are requested on Saturdays, Sundays or holidays on which Community Bank Mankato chooses to remain closed, will be processed on the next Community Bank Mankato business day. Community Bank Mankato's business day begins at 8:00 a.m.

Modifications to this Agreement

Community Bank Mankato may modify the terms and conditions applicable to this Service from time to time by making the new terms and conditions available at our web site. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it three days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

Errors and Questions

In case of errors or questions regarding an online service transaction, call Community Bank Mankato Business Support at (507) 385-4471 or write us at:

Community Bank Mankato Business Support, 300 St. Andrews Drive, Mankato MN 56001.

We must hear from you at the specified telephone number or address no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and account number (if any)
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
3. The dollar amount of the suspected error and date on which it occurred.

If the report is made orally, we may require that you send the complaint or question in writing within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed.

If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45).

If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.

You agree that Community Bank Mankato may respond to you by electronic mail with regard to any claim of unauthorized electronic fund transfer related to the Service. Any such electronic mail sent to you by Community Bank Mankato shall be considered received within three (3) days of the date sent by Community Bank Mankato, regardless of whether or not you sign on to the Service within that time frame.

Statements

You will continue to receive an account statement either monthly or annually, depending on the type of account.

Disclosure of information to third parties

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

- (1) where it is necessary for completing transfers. Or,
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant. Or,
- (3) in order to comply with government or court orders, or other reporting requirements. Or,
- (4) if you give us your written permission. Or,
- (5) to Community Bank Mankato affiliated companies.

Information concerning your account history with Community Bank Mankato will be shared within the Community Bank Mankato organization. Other information, including information you have given us as part of an application for one of our products or services, or information we have received from a credit bureau or other third party, also may be shared among affiliated companies within the Community Bank Mankato organization.

Bank Liability

We will not be responsible for failure to provide access or for interruptions in access due to a system failure or due to other unforeseen acts or circumstance. We will not be responsible for any error or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment. We are not responsible for any error, damages, or other losses you may suffer due to the malfunction or misapplications of any system you use, including your browser (Microsoft Explorer, Netscape Navigator, or otherwise), your Internet service provider (ISP), your personal financial management or other software (such as Quicken or Microsoft Money) or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with CB's online banking service.

Inactivity; Termination

Your session time is limited to sixty (60) minutes, but to help prevent unauthorized access and ensure the security of your accounts, we will end your online session if we have detected no activity for twenty (20) minutes. This is to protect you in case you accidentally leave your computer unattended after you log on. When you return to your computer, you will be prompted to re-enter your password and your session will continue where you left off. Because your password is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a password that is hard to guess. Keep your password safe. Memorize your password and never tell it to anyone. You will be prompted to change your password every ninety (90) days.

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the accounts which you access using electronic banking services. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not pay any fee required by this Agreement when due or if you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 60-day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

To cancel the Online Banking service, you must notify Community Bank Mankato and provide your name; address and the effective date to stop the service. You may notify Community Bank Mankato by one of the following methods:

- 1) By sending an e-mail to Community Bank Mankato Business Support at business.support@cbfg.net
- 2) By calling Community Bank Mankato Business Support at (507) 385-4471,
- 3) By writing a letter and sending it to the following address:

Community Bank Mankato Business Support
300 St. Andrews Drive
Mankato, MN 56001