

BLACKRIDGEBANK

PERSONAL ONLINE BANKING, MOBILE BANKING, MOBILE CHECK DEPOSIT & BILL PAY SERVICE AGREEMENT

Please read this Agreement carefully. By clicking "Accept" below you are agreeing to the terms of the Agreement.

Introduction

This Agreement explains the terms and conditions for accessing any account; including checking, money market, savings, certificate of deposit, and loan ("Account") and conducting transactions including, but not limited to; Account balance inquiry, transfers between Accounts, obtain information about Accounts, obtain transaction information about Accounts, make loan payments and pay bills ("Online Financial Services") with BlackRidgeBANK ("Financial Institution", "we", "us" and "our") via our Online Banking application ("Online Banking") and/or our Mobile Banking application ("Mobile Banking"). The BlackRidgeBANK Mobile Banking may not provide all the information and functionality of Online Banking on the BlackRidgeBANK website. This Agreement is subject to change from time to time and may be modified, changed or altered at any time without prior notice. Your continued use of the Online Financial Services following any such changes will indicate your acceptance of the revised Agreement. By using these Services, you represent on a continuing basis that you are authorized to have access these Accounts. The Financial Institution has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to BlackRidgeBANK. BlackRidgeBANK is not responsible for any fixed payment made before BlackRidgeBANK has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the BlackRidgeBANK on your behalf.

Accessibility

You can enroll and login to Online Banking through our website at www.blackridgebank.com. To use Mobile Banking you must have a mobile phone or wireless device with internet access. You will need to download the BlackRidgeBANK mobile device application ("App") from the App store. Currently Apps are available for Android devices, iPhone, and iPad.

Availability, timeliness and the proper functioning of our Online Banking and Mobile Banking will be dependent upon many factors such as your internet connection, hardware, software, wireless device location, network availability, signal strength, and your particular wireless device in general. Neither we nor our service providers shall be liable for any loss or damage caused by these factors or for any actions taken in reliance thereon, including service interruptions, inaccuracies, delays or loss of personalized settings.

You can usually access Online Financial Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of our Online Banking or Mobile Banking may not be available due to system maintenance or reasons beyond our control. We do not warrant that Online Banking or Mobile Banking will be available at all times. When unavailable, you may use an automated teller machine ("ATM") or call one of our branch offices to conduct your transactions.

Fees and Charges

There is currently no charge for the use of the Online Financial Services described in this Agreement except for Bill Pay Service Fees as disclosed in the Bill Pay Terms & Conditions, which you must accept to setup Bill Pay Service. We are not responsible for charges applied to you by your wireless carrier for using your wireless network to access Mobile Banking.

Responsibility

You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Online Banking and/or Mobile Banking. You represent and agree that all information you provide is accurate, current, and complete and that you have the right to provide such information to us for the purpose of using Online Banking and/or Mobile Banking. You agree not to misrepresent your identity or

your Account information. You represent that you are an authorized user of the mobile device you will use to access Mobile Banking and that you are authorized to download and install the App on your mobile device.

You agree to safeguard your Online Banking and/or Mobile Banking access ID and password ("Credentials"). BlackRidgeBANK shall not be responsible for any breach of security caused by your failure to maintain the confidentiality of your Credentials. If you believe that someone has used your Credentials to access Accounts without your authorization, please call BlackRidgeBANK immediately. You agree to exercise caution when using Online Financial Services and to use discretion when obtaining or transmitting information. Contact BlackRidgeBANK if your mobile device is lost or stolen.

No BlackRidgeBANK employee, or any company affiliated with Online Financial Services will contact you via email or phone requesting your Credentials. If you are contacted by anyone requesting this information, please contact BlackRidgeBANK immediately.

Neither BlackRidgeBANK nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibit withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Online Banking or Mobile Banking; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Online Banking or Mobile Banking; (ix) you knew that Online Banking or Mobile Banking were not operating properly at the time you initiated the transaction or payment; or (x) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

Damages and Warranties

Online Banking and Mobile Banking are being provided "As is" with no warranty of any kind. In addition to the terms previously disclosed, Institution is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Online Banking or Mobile Banking or in any way arising out of the installation, use or maintenance of your personal computer hardware, mobile device or software, including any software provided by Institution or one of its suppliers. In addition, Institution disclaims any responsibility for any electronic virus customer may encounter after installation of such software or use of Online Banking or Mobile Banking. Without limiting the foregoing, neither Institution nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Institution and its suppliers provide Online Banking and Mobile Banking from their own sites and they make no representation or warranty that any information, material or functions included in Online Banking or Mobile Banking are appropriate for use by you in your jurisdiction. If you choose to use Online Banking or Mobile Banking, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Institution nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking or Mobile Banking or contained in any third party sites linked to or from Institution's web site. INSTITUTION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, MOBILE BANKING OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. INSTITUTION DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

Customer shall indemnify, defend and hold harmless Institution and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

BlackRidgeBANK may establish links between our Online Financial Services and other services operated by third parties. We are not responsible for contents therein and assume no control over other such services.

MOBILE CHECK DEPOSIT SERVICE

The Mobile Check Deposit Service is designed to allow you to make deposits to your Accounts from your BlackRidgeBANK mobile device App by taking a picture of the check(s) and transmitting the image(s) and other information captured from the magnetic ink character recognition ("MICR") line to the BlackRidgeBANK designated processor.

Items Eligible for Mobile Check Deposit

You agree to deposit only checks that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that you will not use the Mobile Check Deposit Service to deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you.
- b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- c. Checks or items containing obvious alteration to any of the fields on the front of the check or item, 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.
- d. Checks or items previously converted to a substitute check, as defined in Reg CC.
- e. Checks or items drawn on a financial institution located outside the United States.
- f. Checks or items that are remotely created checks, as defined in Reg CC.
- g. Checks or items not payable in United States currency.
- h. Checks or items dated more than 6 months prior to the date of deposit.
- i. Checks or items that you have previously submitted to us, unless we have notified you that it needs to be reprocessed.
- j. Checks or items prohibited by BlackRidgeBANK's current procedures relating to the services or which are otherwise not acceptable under the terms of your account.

Image Quality

The image of an item transmitted to BlackRidgeBANK must be legible. The image quality of the items must comply with the requirements established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

Endorsements and Procedures

You will use the service only for paper items that are payable to and endorsed by you. You shall physically endorse each paper check and ensure all other necessary endorsements are obtained prior to capturing check images for transmission to us. You agree to follow any and all other procedures and instructions for use of these services as BlackRidgeBANK may establish from time to time.

Receipt of Items

We reserve the right to reject any item transmitted through Mobile Check Deposit Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation through your mobile device App. Receipt of such confirmation does not mean that the transmission was error free or complete.

Availability of Funds

Once your deposit has posted to your account, our normal funds availability policy will apply. If you transmit your electronic item(s) to us before 4:00pm, we shall process your electronic item(s) on that business day. Our policy is to make funds from your deposit(s) available to you on the first business day after the day we receive your deposit. Subject to our right to identify and reject exception items, we shall be deemed to have accepted each electronic item for deposit to the account on the business day that we process the electronic item, provided its transmission to us is prior to the 4:00pm CST.

Disposal of Transmitted Items

After transmitting the electronic item(s) to us, you will retain the original paper items for a minimum of five calendar days, but no longer than fourteen calendar days, from the transmission date ("Retention Period"). During the Retention Period and upon our request, you agree to provide us with the original paper item(s). You will maintain control over and be responsible for secure retention, storage and destruction of the original paper items for which you have created an electronic item(s).

Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using Mobile Check Deposit Service and to modify such limits from time to time.

ELECTRONIC FUNDS TRANSFER DISCLOSURE**Consumer Liability for Unauthorized EFTs**

Notify us immediately if you believe your Online Banking or Mobile Banking ID or password has been lost or stolen, or if you believe an EFT has been made without your permission. Contacting us by telephone is the best way of minimizing your possible losses. You could lose all the money in your Account(s), plus your maximum overdraft line of credit, if any. If you notify us within 2 Business Days after you learn of the loss or theft of your Online Banking or Mobile Banking ID or password, your liability will not exceed \$50, if someone uses your Online Banking or Mobile Banking ID or password without your permission.

If you fail to notify us within 2 Business Days after learning of the loss or theft of your Online Banking or Mobile Banking ID or password and we establish that these EFTs would not have occurred had you notified us within that 2-day period, your liability will not exceed \$500.

You must report an unauthorized EFT that appears on a periodic statement within 60 days of our transmittal of the statement to avoid liability for subsequent transfers. If you fail to do so, your liability will not exceed the amount of the unauthorized EFTs that occur after the close of the 60 days and before notice to us, and that we establish would not have occurred had you notified us within the 60-day period.

If your delay in notifying us was due to extenuating circumstances, we may, at our option extend the times specified in the immediately preceding paragraphs to a reasonable period.

Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen MasterCard debit card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number ("PIN") which are not processed by MasterCard. MasterCard is a registered trademark of MasterCard International.

You agree to assist us in our efforts to recover any funds that were transferred or paid without your permission or consent.

Contact in Event of Unauthorized EFTs

You may notify us in person, by telephone or in writing. The telephone number and address of the person or office to be notified when you believe that an unauthorized EFT has been or may be made are:

- BlackRidgeBANK, 4040 42nd Street SW, Suite O, Fargo, ND 58104
- 701-364-9050

Business Days

For purposes of these disclosures, our business days are Monday through Friday, except Federal Holidays.

Types of Transfers

We have numerous types of "Access Devices" in which consumers can initiate EFTs. Access Devices include debit cards, PINs, telephone transfers, Online Banking, Mobile Banking and any other means to initiate an EFT to or from a consumer account. A consumer account includes a checking, savings or other consumer account held by us, either directly or indirectly.

Consumers, using an Access Device, can initiate the following type of EFTs. Not all Access Devices are capable of the initiating each of these EFTs:

- Transfer funds between your checking and savings accounts.
- Make payments from your checking or savings accounts to loans you have with us.
- Advance on loans you have with us to your checking or savings accounts.
- Withdraw cash from your checking or savings accounts, up to your daily card limit.
- Make deposits to your checking or savings accounts.
- Pay for purchases or services or get cash from merchants that will accept EFTs.
- Pay bills directly from your checking or savings accounts via Bill Pay Service.
- Make arrangements to accept certain preauthorized direct deposits into your account preauthorized payments from your account.

Third parties can also initiate EFT, such as:

- You may authorize a merchant or other payee to make a one-time and/or recurring EFT from your checking account using information that you provide from your check to pay for purchases or pay bills.
- You may authorize a merchant or other payee to initiate an EFT to collect a charge in the event check is returned for insufficient funds.

Your authorization for these types of EFTs may be expressed in writing or implied through the posting of a sign at the merchant's location.

Transfers Limitations

You must have enough money or credit in your Account from which you instruct us to make a payment or transfer. If any of your Accounts are savings accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than six (6) per month. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement, check, debit card, Online Banking or Mobile Banking. You also agree to the Terms & Conditions of your Deposit Account that you received when you opened your deposit account.

Fees

Except as noted below, we do not charge for EFTs

- There will be a \$5 charge to replace a lost or damaged ATM/Debit card.

Documentation

- You will receive a receipt each time an ATM or a point-of-sale terminal is used to make an EFT to or from your Account. You may not get a receipt if the EFT is less than \$15. The receipt is evidence of the EFT as recorded by the ATM or the point-of-sale terminal, as applicable. All EFTs are subject to posting, final payment or verification, as applicable. You can use the receipt to reconcile the statement for the Account.
- If you arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us at 701-364-9050 to find out whether or not the deposit has been made.
- You will get a monthly statement unless there are no EFTs in a particular month. In any case you will get the statement at least quarterly.

Stop Payment of Preauthorized EFTs

You may place a stop payment order on preauthorized EFTs by calling or writing us at the number or address listed in this Disclosure at least 3 Business Days prior to the scheduled transfer date. If you call, we may also require that you put your request in writing and get it to us within 14 days after you call. We require your name and the account number associated with the transfer, and the exact (a) name of the

payee, (b) the exact payment amount, and (c) scheduled transfer date. Failure to provide correct and complete information may make it impossible for us to stop payment of the preauthorized EFT.

If you authorize a person to regularly debit your Account and the amount varies from the previous amount debited, the person debiting your Account is required to tell you, at least 10 days before each debit when the debit will be made and how much it will be.

You agree to indemnify and hold us harmless from and against any loss incurred by us as a result of our paying an EFT if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of our not paying a preauthorized EFT for which a valid stop payment order is in effect). If we pay a preauthorized EFT despite a valid stop payment order, we will be liable for your losses or damages.

Financial Institution's Liability

If we do not complete a payment or transfer 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 exceptions. We will not be liable for:

- If, through no fault of ours, you do not have enough available money in the Account from which a payment or transfer is to be made, or if the Account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds, or if any payment or transfer would go over the credit limit of any Account;
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction;
- If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your Account or otherwise complete the transaction, or if you do not properly follow our instructions, or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware;
- If you do not instruct us soon enough for your payment or transfer to be received and credited by the time it is due;
- If the money in the Account from which a payment or transfer is to be made is subject to legal process or if other claims restrict the transaction, or if circumstance or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken;
- If the failure was caused by a fire, or other catastrophe, or by an electrical or computer failure or by other causes beyond our control, or if we have a reason to believe that the transaction requested is unauthorized; and,
- For incidental or consequential damages.

Confidentiality

We will disclose information to third parties about your Account(s) or the transfers you make:

- When it is necessary for completing transfers;
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders; and,
- If you give us your written permission.

Error Resolution on Unauthorized EFTs

In case of errors or questions about your EFTs or if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, call us at 701-364-9050 or the number listed on your statement for your Account or write us at 4040 42nd Street SW, Suite O, Fargo ND 58104, as soon as you can.

We must be notified by you no later than 60 days after we sent the first statement on which the problem or error appeared.

- Tell us your name and account number.

- Describe the error or transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount and date of the suspected error.

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

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time to conduct our investigation, however, we will notify you of our need for an extension, which we may take up to 45 days (90 days for errors or questions involving a transaction initiated outside of the United States or at a point-of-sale terminal or for new accounts) to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 Business Days (20 Business Days for new accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Account.

We will tell you the results within 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 the investigation.

ATM Fees By Others

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used when you initiate an EFT or make a balance inquiry.

Amendments

We reserve the right to amend any terms and conditions in the Disclosure, at any time subject to such notice as may be required by applicable law.

BILL PAY SERVICE

You must enroll in Bill Pay Services through Online Banking as it is subject to a separate Agreement/Terms & Conditions which you must "ACCEPT" prior to enrolling. Once enrolled, you may direct BlackRidgeBANK to make payments from your designated Accounts to the payees you choose in accordance with the Bill Pay Service Agreement/Terms & Conditions.

Once enrolled as noted above, you will be able to access the Bill Pay Service through your mobile device application. You will also be able to view your activity, add new payees (business and individual), set up a single payment and edit the upcoming single occurrences of a previously scheduled recurring payment.

LINKS TO OTHER THIRD PARTY SITES

BlackRidgeBANK offers links to other third party websites; these links are provided for your convenience and may assist you in locating other useful information on the Internet. BlackRidgeBANK has no control over information or security on third party websites. If you choose to link to such third party websites, BlackRidgeBANK is not responsible and makes no endorsements, guarantees or warranties, either expressed or implied, concerning the products, content or recommendations of such sites. These websites are governed by the third party's terms of use and privacy policy; BlackRidgeBANK is not responsible or liable in any manner for your use of third party websites or the use of your information by third parties. Please review the terms of use and privacy policies offered on linked third party websites, please contact the third party directly.