

Electronic Delivery of the eSTAR Online Banking EFT Disclosures

For purposes of the information provided here regarding electronic delivery of online Banking EFT disclosures, “you” or “your” means the user of this site, including your authorized representative. “Bank” or “us” “we” or “our” refers to North Star Bank, a Minnesota corporation. “Site” means www.northstarbank.com and any other website owned or operated by the Bank. By electronic means” and “electronically” means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities (such as the internet, mobile and cellular technologies, electronic mail, bill pay and automatic payment systems). “Document” means this document containing important information about electronic delivery of the eSTAR online banking EFT disclosures, and the eSTAR Online Banking Agreement and Disclosures.

Important information about electronic delivery of online banking EFT disclosures:

1. By electronically accepting or signing this Document, which is provided to you by or on behalf of the Bank, you are consenting to receive this Document electronically, you are demonstrating that you can view this Document electronically, you are representing that you have the equipment necessary to save or print this Document electronically, and if you provide the Bank with your e-mail address at the Site you are consenting to receive information from the Bank about your eSTAR online banking services by e-mail;
2. You may withhold your consent to receive this Document electronically by closing your Internet session without accepting or signing this Document electronically; however, if you do not accept or sign this Document electronically, you will not be able to enroll in the Bank’s online banking service;
3. You may request a paper copy of this Document by calling us at 651/489-8811 or by sending a written request by postal mail to North Star Bank, 1820 North Lexington Avenue, Roseville, MN, 55113; however, we may charge a reasonable fee;
4. If your e-mail address or postal address or telephone number that is needed by the Bank to contact you changes, then you must promptly update your contact information by meeting in person with one of our retail banking employees at 1820 North Lexington Avenue, Roseville, MN, 55113 or at 4661 Highway 61, White Bear Lake, Minnesota, 55110; or by sending your information in a letter signed by you by postal mail to North Star Bank, 1820 North Lexington Avenue, Roseville, MN, 55113; and
5. The hardware and software requirements to view, save or print this Document are listed below:
 - a. You need a computer or mobile device with access to the internet, the ability to download or print documents, and a PDF reader;
 - b. If you receive this Document with a personal digital assistant device or mobile device, you will need the device and a service plan that enables you to view and save this Document and a PDF reader; and
 - c. You need a minimum web browser version of Explorer 7.0 or higher, or Mozilla Firefox 3.4 or higher.

eSTAR Online Banking Agreement and Disclosures

1. The Service.

In consideration of the Online Banking services to be provided by NORTH STAR BANK ("BANK" "us" "we" or "our"), as described from time to time in information distributed by the BANK to its customers. In the agreement, "Site" means www.northstarbank.com and any other website owned or operated by the Bank. "Service" or "The Service" means online banking services and mobile banking services offered by us at the Site; including the bill payment service, the person-to-person transfer service and the account-to-account transfer service offered through CheckFree Services Corporation at our online banking site. "Customer" "you" or "your" refers to the person(s) subscribing to or using the Service. The Customer agrees as follows.

- You may use a Personal Computer ("PC") or mobile device through an Internet connection to obtain account balances and transaction information. You may also use your PC or mobile device to obtain statements on your accounts and to transfer money between your accounts. Transfers from your savings and Money Market accounts are considered pre-authorized transfers, and pre-authorized transfers are limited to six (6) per monthly statement cycle by federal regulations.
- In addition, you may use your PC or mobile device to electronically direct us to make payments from your account to third parties ("Payees" or "Billers") that you have selected to receive payment through the Service. You may make payments through the Service to any business professional, merchant, family member, or friend. The ("Payment Account") means your designated bill payment checking account at the BANK from which we make bill payments on your behalf pursuant to the agreement.
- Also, you may transfer money or gift card value from your Eligible Transaction Account to a receiver, and receive money or gift card value from a sender into your Eligible Transaction Account using the person-to-person transfer service (transfer gift card to a receiver service may not yet be available). "Eligible Transaction Account" means a transaction account from which your payments as a sender will be debited, your person-to-person service fees will be automatically debited, or to which payments and credit to you will be credited.
- In addition, you may transfer funds between your account(s) that you maintain with us, and your account(s) that are maintained by other financial institutions using the account-to-account transfer service. "Account" means a checking, money market or savings account.
- By subscribing to the Service or using the Service to make any payments to a third party through the bill payment service or transfers through the person-to-person transfer service, or by subscribing to the Service or using the account-to-account transfer service to transfer funds between your account(s) that you maintain with us and your account(s) that are maintained with another financial institution, you agree to the terms of the Agreement and any additional terms and conditions of the bill payment, person-to-person, or account-to-account transfer Service made available to you at the Site.
- The mobile banking service enables anyone with an eSTAR online banking services account to enroll in the mobile banking service and register a mobile phone that is capable of supporting mobile banking services to access eligible accounts from their mobile phone in one of three ways: Mobile banking Short Message Service (SMS) text messaging, mobile banking browser, or mobile banking downloadable application. Mobile banking services are a subset of the larger eSTAR online banking service including online bill payment services. You may access any accounts that you maintain with us and that you have set up in online banking, and that you specifically select for access by mobile phone

during the enrollment process. You may use the mobile banking service to perform the following types of funds transfers: Transfer funds between eligible accounts (available with mobile browser service or downloadable application service); and pay bills from eligible accounts (available with mobile browser service or downloadable application service). You may also use the mobile banking service to check eligible account balances; review recent eligible account activity; find ATM and branch locations; and change and cancel pending payments (available with mobile browser service or downloadable application service).

- The eSTAR Online Banking Agreement and Disclosures, terms and conditions of the bill payment service, and the mobile banking terms and conditions that you must accept at the time of enrollment in the mobile banking service, control the rights and responsibilities of the parties and state your rights and responsibilities for electronic funds transfers that you initiate when you use the mobile banking services. PLEASE READ THE ESTAR BANKING AGREEMENT AND DISCLOSURES, TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE, AND THE MOBILE BANKING TERMS AND CONDITIONS CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.

2. Your Merchant List.

You may include all utility companies, merchants, financial institutions, insurance companies, individuals, etc. whom you wish to pay through NORTH STAR BANK's eSTAR bill payment service. Include a complete mailing address and telephone number for each and your account number with each payee. We reserve the right to decline to make payments to certain persons and entities.

3. Your Login Access ID and Password.

Each individual who has access to the Services, including each individual named on joint accounts, must designate a login access ID and password (Password). Your login access ID must be a minimum of six (6) characters, up to a maximum of 17 characters, which must consist of at least two (2) alpha and two (2) numeric characters. Your password must be a minimum of 8 characters, up to a maximum of 17 characters, which must consist of at least two (2) alpha and two (2) numeric characters. Your login access ID and password are case sensitive. You will be required to change your password periodically to enhance security.

4. Scheduling Bill Payments.

You may choose to add eSTAR bill payment service and use your PC or mobile device to electronically schedule payments with NORTH STAR BANK's eSTAR bill payment service. Payments are posted against your balance available for withdrawal, as defined in the Bank's Funds Availability Policy, plus the available credit on your overdraft protection, if any, or other line of credit. Bill Payment Services are available on checking accounts only. Transfers from your savings and Money Market accounts are considered pre-authorized transfers, and pre-authorized transfers are limited to six (6) per monthly statement cycle by federal regulations. The service will allow you to make a single bill payment of up to \$999,999.00. You will receive additional terms and conditions for eSTAR bill payment service upon registration or enrollment.

5. Delivery of Your Payments and Transfers.

You may schedule payments to be initiated on the current business day, on a future date, or on the same date of each month, subject to the restrictions in the Agreement. Although you can enter payment information through the Service twenty-four (24) hours a day, seven (7) days a week, payments can be initiated only on business days. Funds will be deducted from your Account on the business day on which a payment is to be "initiated." This date is referred to in this Agreement as the "Transaction Date." If you direct the initiation of a payment to occur on a day other than a business day, it will be initiated on the following business day. After funds are

withdrawn from your Payment Account, we may remit your payments by mailing your Payee a check, by electronic funds transfer, including ACH (Automated Clearing House) or by other means. Because of the time it takes to send your payment to them, your Payees generally will not receive payment on the Transaction Date. This applies regardless of whether the payment is a next-day payment, a future payment, or a recurring payment, as described below. Therefore, in order to provide sufficient time for payments to be received by your Payees, the Transaction Date should be prior to the date your payment is due, excluding any applicable grace periods (the "Due Date"). It is helpful if you allow additional time for a payment to be completed the first time you send a payment to a Payee through the Service. This allows the Payee to adjust to the new form of payment. You may schedule a payment to be initiated on any business day or any future date. Bill payments, person-to-person transfers, and account-to-account-transfers must be scheduled by the cut-off times listed at the Site in order for the payment to be initiated for that business day. Transfers between your BANK accounts must be scheduled by the normal cut-off time of 6 p.m. Central Standard Time (CST) on any business day in order for the transaction to be completed on that business day.

6. Transaction Limits.

We impose limits at our sole discretion on the amount of money or gift card value you can send or receive through our Service using a person-to-person transfer. In addition, we impose limits at our sole discretion on the amount of money you can transfer through our Service using an account-to-account transfer. These limits may be adjusted from time-to-time at our sole discretion. You can log into the Site to view your individual transaction limits. You will be assigned to a transaction limit maximum level for person-to-person transfers and a transaction limit maximum level for account-to-account transfers (see transaction limit maximum level examples below):

Person-to Person Limits (P2P)	Maximum cumulative amount of next-day P2P transfers that can be scheduled on a given business day.	Maximum cumulative amount of next day P2P transfers that can be scheduled in a 7-day period.
Level 1	\$100.00	\$100.00
Level2	\$250.00	\$500.00
Level 3	\$500.00	\$1,000.00

Account-to-Account Limits (A2A)	Maximum cumulative amount of next-day A2A transfers that can be scheduled on a given business day	Maximum cumulative amount of next day A2A transfers that can be scheduled in a 7-day period.
Level 1	\$500.00	\$1,000.00
Level 2	\$1,000.00	\$2,000.00
Level 3	\$2,500.00	\$5,000.00
Level 4	\$10,000.00	\$20,000.00

7. Recurring Preauthorized Payments.

Recurring payments are those made for the same amount and are made on a weekly, bi-monthly, monthly basis, etc. Once started, recurring payments will be made automatically until you tell us to stop or cancel the service and we have a reasonable opportunity to react. **You can cancel your payment using your PC by following the instructions in the “Cancelling Payment” paragraph below.** You also have a right to stop payment. **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account(s), you can stop any of these payments. Here’s how: For a stop payment related to recurring **bill payment, person-to-person transfer, or account-to-account transfer call Customer Service at (855) 541-8843 from 6:00 a.m. until 12:00 a.m. CST,** or write us at North Star Bank, 1820 Lexington Ave, Roseville,

MN 55113, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you \$30.00 per six month period for each stop payment order you give. **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses and damages. The Bank may be able to stop a payment initiated by you if you request us to stop the payment at least one (1) business day prior to the scheduled payment date; however, the Bank will not guarantee the ability to recall an item and you must pay the stop payment charge noted above. If you are setting up a preauthorized recurring transfer, the BANK provides a copy of the terms of the authorization electronically to you through the Service. If you would like a copy of your authorization, you must print the authorization from the payee set-up screen.

8. Canceling Payments.

You may use your PC or mobile device to cancel a bill payment, person-to-person transfer, or account-to-account transfer up to the times listed at the Site on the business day your payment is scheduled to be initiated ("Transaction Date"). There is no fee for canceling a payment Online.

9. Our Liability for Failure to Complete Transactions.

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

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer;
- b. If the money in your account is subject to legal process or other encumbrances restricting transfer;
- c. If the transfer would go over the credit limit on your overdraft line (if any);
- d. If the automated teller machine or the merchant where you are making the transfer does not have enough cash;
- e. If the system was not working properly and you knew about the breakdown when you started the transfer;
- f. If circumstances beyond our control (such as fire or flood or systems failure) prevent the transfer, despite reasonable precautions that we have taken; or
- g. If the payee mishandles or delays handling payments sent by us.
- h. There may be other exceptions stated in our agreement with you.

10. Statements.

All payment transfers made and fees imposed in connection with using the eSTAR Online Banking Service will appear on your account statement. The Payee name, payment amount, and date of the payment will be shown for each payment made through the Service. You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement at least quarterly.

11. Fees. Fees for NORTH STAR BANK's Services shall be payable in accordance with a schedule of charges as established and amended by NORTH STAR BANK from time to time. Charges shall be automatically deducted from customer's Account, and NORTH STAR BANK shall provide to Customer monthly notice of such debit(s) on your statement.

12. Equipment. You are solely responsible for the equipment you use to access the Services, such as your personal computer or mobile device. We are not responsible for errors or delays or your inability to access the Services caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the Services nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

13. Business Days/Hours of Operation.

Our business hours are 9 a.m. to 6 p.m. (CST) Monday and 9 a.m. to 5:00 p.m., Tuesday through Friday, holidays are not included. Although payments and transfers can be completed only on business days, the Service is available 24 hours a day, seven days a week, except during maintenance periods, for the scheduling of payment orders and transfers.

14. Notice of Your Rights and Liabilities.

Security of your transactions is important to us. Use of the Services will require a Password. If you lose or forget your Password, please call **(651) 489-8811** during normal business hours listed above. We may accept as authentic any instructions given to us through the use of your Password. You agree to keep your Password secret and to notify us immediately if your Password is lost or stolen or if you believe someone else has discovered your Password. You agree that if you give your Password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Services. Online Banking Services enables you to change your password; we require that you do so regularly. We may be liable for certain security breaches to the extent required by applicable laws and regulations. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your Password was used in connection with a particular transaction. If any unauthorized use of your Password occurs you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds. Tell us **AT ONCE** if you believe your Password has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum line of credit). If you tell us within two (2) business days, after you learn of the loss or theft of your Password, you can lose no more than \$50 if someone used your Password without your permission. If you do NOT tell us within two (2) 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. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us as follows: For concerns related to bill payment, person-to-person, or account-to-account-transfers call **Customer Service at (855) 541-8843 from 6:00 a.m. until 12:00 a.m. CST**, or write us at North Star Bank, 1820 Lexington Ave, Roseville, MN 55113; and for concerns related to transfers between your Bank accounts or mobile banking transfers call **(651) 489-8811** during normal business hours listed above or write us at North Star Bank, 1820 North Lexington Avenue, Roseville, MN 55113. You should also call the number or write to the address above if you believe a transfer has been made using the information from your check

without your permission. **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PINS OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**

15. Error and Questions.

In case of errors or questions about your electronic transactions, contact us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, as follows: For concerns related to bill payment, person-to-person, or account-to account-transfers call **Customer Service at (855) 541-8843 from 6:00 a.m. until 12:00 a.m. CST**, or write us at North Star Bank, 1820 Lexington Ave, Roseville, MN 55113; and for concerns related to transfers between your Bank accounts or mobile banking transfers call us at **651-489-8811** during normal business hours listed above, or write us at North Star Bank, 1820 North Lexington Avenue, Roseville, MN 55113. We must hear from you no later than sixty (60) days after we sent you the **FIRST** statement on which the problem or error appeared. You will need to:

- a. Tell us your name and account number (if any);
- b. Describe the error or the 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; and
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point-of-sale or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

16. Disclosure of Account Information to Third Parties.

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

- a. Where it is necessary for completing transfers or resolving errors involving the Services; or
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or
- c. In order to comply with government agency rules, court orders, or other applicable law; or
- d. To our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or
- e. If you give us your written permission.

17. Authorization to Obtain Information.

You agree that we may obtain and review your credit report from a credit bureau or similar entity. You also agree that we may obtain information regarding your Payee accounts in order to facilitate proper handling and crediting of your payments.

18. Termination.

If you want to terminate your access to eSTAR Services, call **Customer Service at (855) 541-8843 from 6:00 a.m. until 12:00 a.m. CST**, or write us at North Star Bank, 1820 Lexington Ave, Roseville, MN 55113.

RECURRING TRANSFERS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICES. IF YOU WANT TO MAKE SURE THAT RECURRING TRANSFERS BETWEEN ACCOUNTS ARE STOPPED, YOU MUST FOLLOW THE PROCEDURES IN THE RECURRING PREAUTHORIZED PAYMENTS PARAGRAPH AND CANCELING PAYMENTS PARAGRAPH ABOVE. We reserve the right to terminate eSTAR Services, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your Password as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

19. Limitation of Liability.

Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by the eSTAR Service or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC or mobile device equipment.

20. Waivers.

No waiver of the terms of this Agreement will be effective, unless in writing and signed by an authorized officer of NORTH STAR BANK, a Minnesota corporation.

21. Assignment.

You may not transfer or assign your rights or duties under this Agreement.

22. Governing Law.

The laws of the state of Minnesota shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

23. Amendments.

We can change a term or condition of this Agreement by mailing or delivering to you a written notice at least thirty (30) days before the effective date of any such change. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of our system or an account. However, even in these cases, if the change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement we send you, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in either our Checking or Savings Account records, or e-mail address in which you authorized to receive such notices and/or disclosures.

24. Indemnification.

Customer, in consideration of being allowed access to the Bank's eSTAR Services, agrees to indemnify and hold NORTH STAR BANK, a Minnesota corporation harmless for any losses or damages to the BANK resulting from the use of the Services, to the extent allowed by applicable law.

25. Security Procedures.

By accessing the Services, you hereby acknowledge that you will be entering a protected web site owned by

NORTH STAR BANK, a Minnesota corporation, which may be used only for authorized purposes. The Bank may monitor and audit usage of the System, and all persons are hereby notified that use of the Services constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

26. Funds Transfer Fee Schedule.

Fee	Fee Description
Tran Fee \$14.95	\$14.95 For each overnight check payment instruction you make through the Service to debit your Payment Account to pay your authorized biller.
Same Day Bill Pmt SameDayFee \$9.95	\$9.95 for each same day bill payment instruction you make through the Service to debit your Payment Account to pay your authorized biller.
(Payee) Fee \$00.50	\$0.50 for each transfer instruction you make through the service to debit your Eligible Transaction Account to transfer money or gift card value to a Receiver.
Transfer A2A Fee \$2.00	\$2.00 for each transfer instruction you make through the Service to transfer funds between your Account(s) that you maintain with us, and your Account(s) that are maintained by other financial institutions.

Mobile Banking Service: There is no charge for mobile banking service transfers between accounts. Fees apply to some bill payment features as listed above. Some mobile service carriers charge for outgoing text messages or for each message sent and received. Your mobile device must have an Internet browser to access the mobile browser service and may require mobile service carrier data service plan charges. Your mobile device must have an operating system that supports application downloads to use the downloadable application and may require mobile service carrier data service plan charges.