

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, postal address or telephone number that is needed by the Bank to contact you changes, then you must promptly update your contact information by changing it in your Online banking profile or contacting one of our retail banking employees at 651-489-8811; 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.
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. Supported Browsers:
 - Microsoft Edge 115 or latest version
 - Google Chrome 115 or latest version
 - Mozilla Firefox 115 or latest version
 - Apple Safari 14 or latest version
 - Tablet or mobile browser-native Android and iOS

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, Zelle (Person to Person) and the TransferNow (Account to Account) service offered on 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.
- 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.

- You may transfer money from your Eligible Transaction Account to a receiver and receive money from a sender into your Eligible Transaction Account using Zelle. "Eligible Transaction Account" means a transaction account from which your payments as a sender will be debited, or to which payments as a receiver 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 TransferNow, 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 Zelle 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, Zelle, or TransferNow 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 can support 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 app); and pay bills from eligible accounts (available with mobile browser service or downloadable app). 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 app).
- 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. 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 nine (9) characters, up to a maximum of 17 characters, which must consist of at least one (1) upper, one (1) lower alpha, one (1) special character and one (1) numeric number. Your login access ID and password are case sensitive. You will be required to change your password periodically to enhance security. You agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at (651) 489-8811.

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. 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, Zelle, 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 North Star Bank accounts must be scheduled by the normal cut-off time of 6 p.m. Central Standard Time (CST) on any business day 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 you can transfer through our Service using Zelle or 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 level for Zelle transfers and a separate transaction limit level for account-to-account transfers.

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, Zelle, 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 for 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, Zelle, 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 Bill Pay 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 the 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 5 p.m. (CST) Monday 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 using 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 or Zelle call **Customer Service at 855-541-8843 from 6:00 a.m. until 12:00 a.m. CST**, email us at eStar@northstarbank.com, 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.

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 pay or Zelle call **Customer Service at 855-541-8843 from 6:00 a.m. until 12:00 a.m. CST**, email us at eStar@northstarbank.com 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 in which the problem or error arose. 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 to 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. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

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. The 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.

In consideration of the Agreement by North Star Bank, a Minnesota corporation, to act upon my request to make an account-to-account transfer in the manner provided in this Agreement, I agree to indemnify and hold North Star Bank, its directors, officers, employees, Service Providers and agents harmless from and against any and all claims, suits, judgements, executions, liabilities, losses, damages, costs, and expenses-including reasonable attorney's fees-in connection with or arising out of your acting upon account-to-account transfer instructions pursuant to this Agreement. This indemnity shall not be effective to relieve and indemnify North Star Bank against its gross negligence, bad faith, or willful misconduct.

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 upload 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.

Transfer Description	Fee Amount
Overnight Bill Pay	\$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 Pay	\$9.95 for each same day bill payment instruction you make through the Service to debit your Payment Account to pay your authorized biller.
Internal Transfer	No fee for each transfer instruction you make through the Service to transfer funds between your Account(s) that you maintain with us.
Standard External Transfer (3-day Network Settlement)	No fee 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.
Next Day External Transfer	\$3.00 for each next day external 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.

Alerts.

Your enrollment in North Star Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your North Star Bank account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.

• **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within **North Star Bank** Online Banking and **Alerts** menu within **North Star Bank** Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. North Star Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("**Endpoints**"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your **North Star Bank** Online Banking message inbox, by an e-mail message.

You agree to receive Alerts through these Endpoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us regarding your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "**STOP**" to **96924** at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **North Star Bank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **96924**. In case of questions please contact customer service at 651-489-8811. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. **North Star Bank** provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factors affecting your mobile phone service provider, internet service provider(s) and other factors outside **North Star Bank's** control.

We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **North Star Bank**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from

(a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

No Unlawful or Prohibited Use. We may at any time decline a funds transfer that we believe may present a risk, violation of any applicable law or regulation, for any purpose that is unlawful or is not permitted, including the terms of this Agreement. Subject to applicable law or regulation, we may terminate your right to use the Service at any time and for any reason.

Certain payment types are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments and/or activities:

- Payments or transfers to or from persons or entities located in prohibited territories (including any territories outside of the United States); or
- Payments or transfers that violate any law, statute, ordinance or regulation or violate the Acceptable Use terms in Section 14 of the General Terms; or
- Provide us with false, inaccurate or misleading information; or
- That reasonably appear to be fraudulent, potentially unlawful, suspicious activity, money-laundering, human trafficking, human smuggling, terrorist financing; or
- Payment or transfers associated with Unlawful Internet Gambling and/or Money Service Business activities; or
- Hacking, tampering or impacting the service functionality, administration of the service, availability or security.

Acceptable Use. You will be independently responsible in all your activities related to your use of the service, regardless of the purpose of the use, and for all communications you send through the service and for complying with all rules, laws, and regulations that govern the applicable funds transfer systems. You agree to use the service for legal purposes only and not in violation of any U.S. or foreign laws. You agree that if we suspect or believe a transaction is unlawful or even suspicious, we may block the transaction and take any other action we deem to be reasonable.

By using this Service, you represent that:

- You will provide true, accurate, current, and complete information about yourself as requested.
- You will not misrepresent your identity.
- You will not use the Service for any unlawful purposes, or purposes that are not permitted expressly or implicitly, by this Agreement or by any applicable law or regulation.
- You will comply with all rules, policies, and procedures of networks through which you access and use the Service.
- You will not use the Service in a way that disrupts, damages, disables, overburdens, interferes, or impairs the Service, the networks through which you access or use the Service.

Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time to time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and if your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 14 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed.
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider for their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit.
- c. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. An "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these Account-to-Account Transfers Additional Terms. The Account-to-Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.
- b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

- c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).
- d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer, or the transfer exceeds the credit limit of your overdraft account.
 2. The Service is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction.
 3. The transfer is refused as described in Section 6 of the Transfer Money Terms below.
 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or;
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and to inform us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
2. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Service).
3. Transfer Methods and Amounts of the General Terms (Payment Methods and Amounts) apply to the Service, even in circumstances where the External Account is closed, and we are attempting to return funds to such Account.
4. Stop Payment Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Stop Payments of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.
5. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees are disclosed under section # 26, Funds Transfer Fee Schedule. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services.
6. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Under the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

7. **Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.
8. **Returned or Failed Transfers.** In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.
9. **Service Providers.** We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in the following “Definitions” Section.
10. **Information Authorization.** Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers’ everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:
- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
 - b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.
11. **Proprietary Rights.** All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors’ exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called “moral rights” in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

12. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

13. Account to Account Transfer Services Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Definitions

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in the General Terms) that you provide to the Service for a transfer of funds.