

Online Statement (eStatement) and Alert Delivery Agreement
Effective May 1, 2022

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Introduction

We will use information collected from you only as necessary to assist in processing Online Statements ("eStatements"). **PLEASE READ THE FOLLOWING CAREFULLY.**

The Electronic Signatures in Global and National Commerce Act, (E-Sign Act), Section 101(c)(1) of Title 1, commonly called the E-Sign Act, allows a financial institution to issue electronic records to a customer to satisfy any statute or regulation that requires such information to be in writing, after first obtaining the customer's affirmative consent, including but not necessarily limited to consumer disclosures, such as deposit account statements, by means of an "electronic communication." The E-Sign Act requires certain information to be provided to the customer regarding this service, which is disclosed in this Agreement.

This agreement ("Agreement"), made between you and ProGrowth Bank for the purpose of receiving an electronic version of your account statements online and for receiving electronic notifications ("Alerts") that, among other things described herein, your Online Statement ("eStatement") is available for your accounts, governs the terms of use of ProGrowth Bank's Online Statement delivery and Alert service ("the Service"). This Agreement provides your request and consent to receive statements, notices, and documents for your ProGrowth Bank account(s) by electronic delivery. These electronic statements, notices, and documents may be called "online statements", "paperless statements", or "eStatements", and such terms include your periodic banking account statements, including but not limited to any future disclosures, amendments, privacy policies, letters, correspondences, and any other notices that may be legally required to be provided to you. You agree that we may provide you with your periodic banking account statements, including but not limited to any future disclosures, amendments, privacy policies, letters, correspondences, and any other notices that may be legally required to be provided to you, in electronic form.

As used in this Agreement, the words "we," "our" and "us" mean ProGrowth Bank, its affiliates, successors and assigns, and the words "you" and "your" mean the account holder who has elected to receive his or her Online Statement and Alert.

This Agreement is in addition to, and is intended to supplement and not to replace other agreements between you and us, as well as our applicable federal and state statutes and their implementing regulations, as amended from time to time. Such agreements, statutes and regulations include, without limitation:

- "Deposit Account Agreement and Disclosure",
- "Loan, and lease account disclosure agreement(s)" and terms and conditions,
- "Applicable line of credit agreement(s) and disclosures", including credit card account agreement(s) and terms & conditions,
- "Electronic Fund Transfers and Your Rights and Responsibilities" (Electronic Funds Transfer Act) ("Regulation E Disclosure"),
- "Your Ability To Withdraw Funds",
- "Regulation CC Funds Availability Disclosure",
- "Service Fee Schedule",
- "Truth in Lending Act" (TIL or "Reg Z"),
- "Truth in Savings Act" (TIS),
- "Fair Credit Reporting Act" (FCRA),
- "Fair Housing Act".
- "Equal Credit Opportunity Act" (ECOA),
- "Home Mortgage Disclosure Act" (HMDA),
- "Privacy Notice" and "Children's Online Privacy Notice",
- "US PATRIOT Act",
- "Online Banking" agreements,
- Our rules and regulations, which provide for other disclaimers, notices, or disclosures, and
- All other Agreements, Notices, Disclosures, and/or Disclaimers that you receive as part of your relationship with ProGrowth Bank.

Other federal and state statutes may be enacted or amended in the future to provide for electronic delivery of account statements and notices. By clicking the "Accept" button, you authorize us, at our discretion, to provide electronic delivery of such statements and notices pursuant to these statutes after they become effective. If there is more than one authorized party to the account, notice to any one authorized party will be effective for all.

In the event of a conflict between this Agreement and any other account rules and agreements that apply to your account(s) or the functions performed using Online Statements, Alerts, or Notices; this Agreement shall govern and prevail.

By clicking the "Accept" button, you are choosing to enroll in the Service and you agree to abide by the terms and conditions set forth in this Agreement and acknowledge your receipt and understanding of the Agreement and disclosures contained in the Agreement. You also acknowledge that Alerts will not be encrypted and you agree to receive Alerts that may include confidential information pertaining to you and your account(s). Please read this Agreement carefully and retain a copy for your records. If you click the "Cancel" button, you will not be enrolled in the Service and will not be bound by this Agreement.

PROGROWTH® BANK OFFICE LOCATIONS

Gaylord Office

320 Main Avenue, PO Box 266
Gaylord, MN 55334-0266

Phone: 507-237-5535

Fax: 507-237-5197

Toll Free: 888-325-5535

Mankato Office

120 North Augusta Court, Suite 111
Mankato, MN 56001

Phone: 507-344-4333

Fax: 507-344-8153

Toll Free: 888-458-6672

Nicollet Office

703 Third Street, PO Box 77
Nicollet, MN 56074-0077

Phone: 507-232-3488

Fax: 507-232-3978

Toll Free: 888-634-3488

Toll-Free Customer Service Center: 888-244-3490

NOTE: Subject to change.

Definitions

The following terms are used in this Agreement and have the meanings given below:

- **"Business Days"** mean Monday through Friday, excluding Federal holidays.
- **"Electronic Communication"** means a message transmitted electronically between you and us in a format that allows visual text to be displayed on equipment, for example, a personal computer monitor.
- **"Electronic Address"** is your email address, which is not limited to receiving electronic communications transmitted solely by us.
- **"You and Your"** means any individual, corporation, partnership, association, or other legal entity (herein "you" and "yours" refer to the depositor or authorized party to the account as defined in the deposit agreement).

Description of Online Statements

You may elect to receive your statement online only for any eligible accounts (defined below), that you choose. Online Statements will be viewable electronically in Portable Document Format ("PDF") that you can view online, save to your computer or print at your convenience. Any legal notices that normally accompany your mailed statement will either continue to be mailed under separate cover or delivered to you electronically. From time to time, we may add to, modify or delete any feature of the Service at our sole discretion.

You understand and agree that by enrolling in the Service, you may no longer receive a statement by mail (see **Accessing Your Online Statements** below for availability of paper statements).

Registration for the Service

In order to use the Service, you must be a ProGrowth Bank Online Banking customer. You must accept the terms of the **E-sign Act** in addition to this Agreement to become a registered user of the Service.

Any account owner can enroll accounts with joint ownership for the Service. Once enrolled, the account owners will no longer receive paper statements. The account statement will be available for viewing online to all owners of the account who are enrolled in ProGrowth Bank Online Banking regardless of which owner enrolled for the Service.

Eligible Accounts for Online Statements

You must be enrolled in our online banking product in order to sign up for and view Online Statements, Alerts, Notices, and other electronic documents.

Consumer and Business Checking, Money Market and Savings Accounts

Each account must be enrolled for the Service on an individual basis. Online Statements will be available at the same frequency as your statement that was previously mailed. Generally, this means that you will receive a monthly statement online for checking and money market accounts. For savings accounts, you may receive a monthly or quarterly statement depending on the circumstance.

If you are currently receiving information for multiple accounts on your paper statement, be aware that if you enroll in the Service your Online Statement will continue to include information for the multiple accounts.

How the Electronic Delivery Process Works

Accessing Your Online Statements

Your Online Statement and accompanying legal notices and disclosures will be presented to you via ProGrowth Bank Online Banking or under separate cover. Once you enroll in Online Statements, you will receive an Online Statement Account Alert delivered to a personal email address you specify informing you that your Online Statement is available for viewing within ProGrowth Bank Online Banking.

Once enrolled in the Service, you can view up to 18 months of statement history, and will be able to view the current month's statement as well as up to 17 previous statements. Immediate access to statement history may vary. All statements are in a format that can be printed or saved to your hard drive for your future reference. The statement backer (i.e., reconciliation worksheet) will also be available for viewing within ProGrowth Bank Online Banking and can also be printed or saved.

Online Statement Alert Returned Undeliverable

Upon notification that an email was undeliverable, we will make a reasonable attempt to contact you and correct the problem. Typically, this will involve correcting your email address or an email address you provided for one of your alternate recipients. When you provide a new email address we will perform a test to insure the email is working.

If we are unable to determine or successfully test a working email address, all Online Statement services will be suspended and distribution of documents will revert to hard copy and land based mail delivery. It is your responsibility to notify ProGrowth Bank in the event your email address changes or requires updating.

We will terminate the Online Statement feature on your account if your Online Statement Alert is returned to us undeliverable for three consecutive months. All future statements will be delivered to you via the U.S. Postal Service to the mailing address shown on our records. You agree to pay the applicable fee(s) as set forth in the current Service Fee Schedule, or disclosures.

Consumer and Small Business Checking, Savings and Money Market Accounts

If you close an account, you will no longer be able to view your account online, and therefore you won't be able to view your Online Statements. Your final account statement will be produced on paper and mailed. You may request a copy of your current or a previous statement be mailed to you at your home address at any time. Please refer to the ProGrowth Service Fee Schedule for applicable fees.

If you currently have statements mailed to an interested party, i.e., a statement mailed to your accountant, the mailing of a statement to that interested party will continue; however, you may also forward your statement to an interested party at your own discretion.

Change Statement Delivery Method

Contact ProGrowth Bank at 1-888-244-3490 at any time if you wish to discontinue this Service and no longer wish to receive Online Statements in electronic form. You have the right to withdraw consent to the Service at any time.

Consumer and Small Business Checking, Money Market and Savings Accounts

When you discontinue the Service, you will automatically receive paper statements beginning with your next statement cycle and your Online Statements and Online Statement Account Alert will be discontinued. The statements that were previously available online will not be mailed to you, however, you will have continued access to them online. If you prefer, you can request copies of past statements through ProGrowth Bank. Please refer to the ProGrowth Service Fee Schedule for applicable fees.

Third Party Services

You understand and agree that receipt of Account Alerts may be delayed, or prevented by factors affecting your internet service provider(s), phone operator(s), and such other relevant entities ("Third Party Service Providers"). All matters concerning Third Party Service Providers are solely between you and the Third Party Service Provider. We make no representations or warranties whatsoever with regard to Third Party Service Providers' products and services. ProGrowth Bank and its affiliates neither guarantee the delivery nor the accuracy of the contents of any Account Alert. ProGrowth Bank and its affiliates will not be liable for losses or damages arising from:

- (1) non-delivery, delayed delivery, or misdelivery of an Account Alert;
- (2) inaccurate content in an Account Alert; or
- (3) your use or reliance on the contents of any Account Alert for any reason.

Security

Information you provide in connection with the Service will be stored on secure ProGrowth Bank server(s) and protected by advanced encryption techniques. These security measures are intended to keep this important information under a virtual lock and key so that it may only be used by you; however this security is partly contingent upon your responsible behavior in protecting your Username and Password for the Service - please use maximum caution in protecting your Username and Password (see "User Responsibilities" below). For your protection, the content of Account Alerts will only include the last four digits of your account number.

You agree that ProGrowth Bank's security procedures are commercially reasonable, are consistent with industry standards and that we maintain a reasonable level of security over the information contained in the electronically delivered account statement(s) and notices.

When communicating with you electronically, ProGrowth Bank will not ask you for your password or account number.

You understand that these industry standards are dynamic and constantly developing. By accepting the Agreement for the delivery of electronic documents, notices, alerts, and statements, you acknowledge and understand that there are risks to electronic delivery of account statement(s) and notices, including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions, and matters beyond our reasonable control and you find that our security measures are reasonable. In reaching this conclusion, you have considered the historical and potential future content of your account statement(s), the risks associated with electronic delivery of account statement(s) and our security procedures. If you conclude that our security procedures cease to be reasonable in the future, you must terminate this Agreement immediately in accordance with the provisions set forth in this Agreement.

Security of Site

ProGrowth Bank utilizes Online Banking to deliver your Online Statements, Notices, and Alerts, which brings together a combination of industry-approved security technologies to protect data for ProGrowth Bank and for you, our customer. It features password-controlled system entry, Multifactor Authentication (MFA), Secure Sockets Layer (SSL) protocol for data encryption and routers, firewalls, intrusion detection systems and the monitoring of the network and network components.

Privacy

Protecting your privacy is important to ProGrowth Bank and the ProGrowth Bank family of financial service providers. We will gather, and disclose personal information about you only as allowed by law. All information gathered from you in connection with using the Service will be governed by the provisions of the ProGrowth Bank Privacy Policy and are incorporated herein by reference, and the receipt of which you acknowledge as part of your agreement to these terms of use. Personal information about you will be used for the purpose of operating the Service and for ProGrowth Bank's internal purposes (i.e., aggregate demographic analyses, internal marketing studies and statistical analyses). And, unless you exercise the option to prohibit sharing information within the ProGrowth Bank family or with our financial partners as described in the ProGrowth Bank Privacy Policy, personal information about you may be used to determine your eligibility for financial products and services that may be offered by ProGrowth Bank, its affiliates and financial partners.

International Use

ProGrowth Bank does not make any representations that any content or use of the Service is appropriate or available for use in locations outside of the United States and accessing the Service from territories where its contents or use is illegal is prohibited by ProGrowth Bank. If you choose to access the Service from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws.

Proprietary Rights

Materials

Other than your materials and account information, all content included or available on the Service, such as advertisements, text, graphics, logos, button icons, images, audio clips and software, is the property of ProGrowth Bank, and/or third parties and is protected by copyrights, trademarks or other intellectual and proprietary rights. The compilation (meaning the collection, arrangements and assembly) of all content on the Service is the exclusive property of ProGrowth Bank and/or its licensors and is protected by copyrights or other intellectual property rights.

Trademarks

The trademarks, logos, and service marks displayed on the Service (collectively "Trademarks") are the registered and unregistered Trademarks of ProGrowth Bank, or third parties. Under no circumstances may you use, copy, alter, modify or change these Trademarks. Nothing contained on the Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of ProGrowth Bank or the third party, which has rights to such Trademark, as appropriate.

User Responsibilities

Registration

When registering for Online Statements, Alert Delivery, and Notices, you represent and warrant that:

- You are 18 years old or older;
- Your registration with ProGrowth Bank and use of Online Statement, Alert Delivery, and Notices will not violate any local, state, national or international laws or regulations.

In Case of Errors or Questions About Your Electronic Statement/Notice

You agree to examine promptly your online statement for each of your ProGrowth Bank accounts as soon as you can access it. If you think your statement or notice is wrong or if you need more information about your account, as soon as you can, telephone us, write us, send us an email, fax us information, or contact us in person at one of our locations. Current information on how to contact ProGrowth Bank is available on our website.

Protecting Your ProGrowth Bank Username and Password

As a ProGrowth Bank Online Banking customer, you have chosen a Username and Password which allow you access to the Service. Your responsibility for transactions and other activities that occur or are undertaken

using your Username and Password includes those transactions and activities that may be initiated by anyone using the Service after logging in with your Username and Password. You are also responsible for keeping your Username and Password confidential and for ensuring that you have logged out of the Service when your session is complete to prevent unauthorized persons from using the Service. You agree that you will be the only user of your Username and Password, that you will not transfer or disclose any of this information to any other persons, and that you will be responsible for all usage of the Service and any fees associated with use of other services accessed through the Service on your account whether or not authorized by you. You agree to immediately contact us if you know of or suspect any unauthorized use of your Username and Password. Please use maximum caution in protecting your Username and Password from disclosure to anyone else - you may be ultimately responsible for any transactions or actions made by a party accessing the Service by using your Username and Password.

You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. You acknowledge that the internet is inherently insecure and that all data transfers, including email, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the internet, or email transmitted to and from us, will not be monitored or read by others.

In order to help protect your personal information, we recommend that you install firewalls, anti-virus, and spyware protection software (and update as required) on your computer. We also recommend that you update your operating system and browser application on a periodic basis to better protect your computer and online banking sessions. ProGrowth Bank does not warrant the security or confidentiality of any information transmitted through any applicable internet service provider, information/communication network service provider, network system or such other equivalent system in any jurisdiction via eStatements. You agree that you shall not disassemble, decompile, copy, modify or reverse engineer any ProGrowth Bank proprietary software or allow anyone else to do so.

Providing Personal Information

You agree to provide true, accurate, current and complete information about yourself as requested and you agree not to misrepresent your identity.

No Illegal Use of the Service

You agree not to use the Service to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You agree to comply with all applicable laws, rules and regulations in connection with the Service. You certify that you are 18 years of age or older or otherwise able to lawfully enter into contracts under applicable law.

Equipment

You are responsible for and must provide all telephone and other equipment, software (other than any software provided by us) and services necessary to access the Service. You will need Adobe Acrobat Reader to view, print and/or save your Online Statements and Legal Notices. A link to adobe.com will be provided on our website if you need to download the software. There is no fee for this download. ProGrowth Bank reserves the right to modify this Agreement at any time. Any modifications shall be effective when they are posted on the website. You will be notified as soon as possible when any changes are made that materially affect your rights.

Your General Computer System Requirements

In order for you to access and retain your Online Statement records, your system must have a personal computer that has internet access and an internet browser that supports 128-bit encryption. If your browser does not support 128-bit encryption, you must upgrade it in order to access the Online Banking secure pages to gain access to your Online Statements. To print or download disclosures and Online Statements you must have a printer connected to your PC or sufficient hard-drive space to save the ProGrowth Online Statements. To open and view an online statement or any other document sent by the Bank, your computer system must be equipped with Adobe® Reader® software. You may download Adobe® Reader® for free at www.adobe.com.

Customer Requirements for Electronic Document Delivery

We have attempted to use industry standard technologies to achieve the widest compatibility with email products without sacrificing stability and security. Based on the technologies used, there are certain requirements you must meet to receive electronic documents.

- **You must own or have access to a PC.** The size of the PC display screen should accommodate standard page sized PDF documents. Although some handheld devices are able to receive electronic documents in PDF format, the documents may be difficult to view in a small factor display. To save documents for record keeping, the PC should have adequate storage capacity. A printer is required to produce a hard copy of the documents. For any documents that must be printed and returned to the bank for processing, the bank reserves the right to reject any printed copies which are too light or not legible. Once downloaded, it is your responsibility to safeguard account information whether stored in its electronic format or printed.
- **Your Computer's Specifications.** In order to receive electronic document delivery services, your computer hardware and software must meet the following specifications:
 - **PC/Windows Users**
 - Personal computer with Microsoft Windows 10 - 64-bit (Certified), Microsoft Windows 7 - 32-bit (Supported), Microsoft Windows 7 - 64 bit (Supported), or Microsoft Windows 8.1 - 64 bit (Supported) operating system
 - Acrobat Reader DC or greater
 - Internet Service Provider (ISP)
 - Established Online Banking username and password
 - Method by which to store statements: printer, download capability, sufficient memory space on computer, or disk drives
 - **MAC Users**
 - Personal computer with Mac OS X 10.10 (Supported), Mac OS X 10.11 (Supported) or Mac OS X 10.9 (Supported) operating system
 - Acrobat Reader DC or greater
 - Internet Service Provider (ISP)
 - Established Online Banking username and password
 - Method by which to store statements: printer, download capability, sufficient memory space on computer, or disk drives
 - **PC/Linux Users**
 - Personal computer with Microsoft Windows 10 - 64-bit (Certified), Microsoft Windows 7 - 32-bit (Supported), Microsoft Windows 7 - 64 bit (Supported), or Microsoft Windows 8.1 - 64 bit (Supported) operating system
 - Acrobat Reader DC or greater (install requires 900 MB of free disk space)
 - Internet Service Provider (ISP)
 - Established Online Banking username and password
 - Method by which to store statements: printer, download capability, sufficient memory space on computer, or disk drives
- **High-Speed Internet Connection.** Broadband or high-speed internet connection (Fiber, DSL, Cable, etc.) is highly recommended. A dial-up connection may be too slow to download statement files. Statement size is also a factor in determining download capability.

If a change in the hardware or software requirements needed to access or retain an electronic document, notice, alert, or statement creates a material risk that you may not be able to access or retain a subsequent statement that was the subject of the consent, we will notify you of the revised hardware and/or software requirements. You may withdraw your consent without the imposition of any condition or consequence not previously disclosed in this Agreement.

- **Email software or service with personal account.** Microsoft Outlook is recommended. Other email software may be used as long as you are able to successfully receive emails from us. There are a variety of internet-based email services such as Hotmail and Google Gmail. We do not endorse any

particular service and recommend that you thoroughly review any service you use to insure your privacy and personal information is adequately protected.

- **Adobe Reader.** Adobe Reader DC or above installed on PC is required to recognize and view PDF attachments. ProGrowth Bank will provide a link on its’ website for the download of the free Adobe Reader software.
- **Application and Enrollment.** Acceptance of this Agreement.

Supported Internet Browsers

A list of supported browsers has been compiled and provided below. This list refers to production versions of publicly released browsers as of March, 2022. The versions listed below are the minimum required, but it is recommended that you update to the latest official release. This does not include BETA versions of any browsers, only official releases are supported.

There may be slight differences between the look of Online Banking across the various browser and platforms that are supported. This is caused by different methods and standards that each browser supports and/or how the individual browser has been coded. Any browser that is not in the supported browser list is considered unsupported. That does not mean that it will not work with Online Banking, just that it is not specifically tested to ensure that it does fully function with our products.

Your browser is an important part of the overall security measures designed to protect your Online Banking transactions. Please consult the information below for our current supported browser/system requirements.

- Screen Resolution set to 1024X768 or higher
- Intel® or AMD processor; 1.5GHz or faster processor
- Cookies enabled.

This list will change from time to time. The supported browser list as of March 1, 2022 is shown below.

<u>Minimum Operating System / Browser Requirements</u>	<u>Encryption</u>	<u>Access</u>
<u>Personal Online Banking</u> Apple Safari 10.0 (Supported) Google Chrome (Supported) Mozilla Firefox (Supported) Microsoft Internet Explorer 11.0 (Supported) Microsoft Edge (Supported)	128-bit	Yes
<u>Business Online Banking</u> Apple Safari 10.0 (Supported) Google Chrome (Supported) Microsoft Edge (Supported) Microsoft Internet Explorer 11.0 (Supported) Mozilla Firefox (Supported)	128-bit	Yes

Change in Terms of Use

ProGrowth Bank reserves the right to modify the terms and conditions of this Agreement (including fee schedule) at any time, which includes the addition and deletion of Online Statement, Alerts, and Notices. Any modifications shall be effective when they are posted on the Service. You will be notified as soon as possible by mail or email to your most recent address listed on our records when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used.

Notification will either be mailed under separate cover or delivered to you via email. The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system.

If such a change is made and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change.

By using the Service after changes become effective, you agree to be bound by the revised terms and conditions contained in this Agreement or you can decline the changes by discontinuing the use of the Service and notifying us of your election by email or regular mail.

ProGrowth Bank reserves its right to terminate this Agreement and your access to the Service, in whole or in part, at any time, including but not limited to when customers have not logged in to use Online Banking services for over 180 days.

Termination

This Agreement will be in effect from the day you accept this Agreement and at all times while you are using the Service. ProGrowth Bank may terminate this Agreement and your use of the Service at any time without prior notice. We will notify you of the change in an appropriate manner as soon as reasonably possible. You may terminate this Agreement as described in **Change Statement Delivery Method** above. All applicable provisions of this Agreement shall survive termination by either you or ProGrowth Bank, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification and the miscellaneous provisions.

Limitation of Liability Relating to Use of the Service

Except as otherwise provided in this Agreement or otherwise expressly provided by applicable law or regulation, you agree that neither ProGrowth Bank nor any party that provides internet access or equipment used to access the Service, nor any agent, independent contractor or subcontractor of any of the foregoing ("Service Providers") will be liable for any loss, injury or damage, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort or any other theory of liability, arising in any way out of the enrollment in, use or maintenance of the Service, or of the internet access provider used to access the Service, or of the equipment used to access the Service, including, without limitation, any loss, injury or damage relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to your communication with us, even if we or the service providers are aware of the possibility of such events.

We make no warranty to you regarding the computer software, including any warranty of merchantability or fitness for a particular purpose. We are not responsible for any loss resulting from a cause over which we have no control, including, but not limited to, errors or failures from any malfunction of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, natural disasters, wars or government restrictions. We are also not responsible for any damage to your computer, modem, telephone, or other property resulting from the use of Online Banking, Online Statements, Alerts, and/or Notices, including damage from any electronic virus or viruses that you may encounter.

In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

Your Liability and Indemnification

You warrant that you will perform your obligations under this Agreement consistent with all applicable rules and regulations and that all information that you provide us is accurate, timely, and has been authorized by you.

Use of these Services is at your own risk. You are responsible for the installation, maintenance, and operation of your computer and browser software, anti-virus software and computer firewall. The risk of error, failure, or nonperformance is your risk and includes the risk that you do not operate the computer software properly. Undetected or un-repaired viruses may destroy your programs, files, and even your hardware. We encourage you to purchase and employ anti-virus software and a reliable firewall on your computer that will protect your computer from intrusion while you are connected to the internet. You are solely responsible for the proper installation, configuration, and maintenance of an intrusion detection system you may employ.

Except to the extent that we are liable under the terms of this Agreement, you agree to indemnify, defend and hold ProGrowth Bank and its affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any and all third party claims, demands, judgments, liability, causes of action, damages and/or costs (including but not limited to reasonable attorneys' fees) at your sole expense arising from:

- (a) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to the Service;
- (b) any fraud, manipulation or other breach of this Agreement by you;
- (c) any third party claim, action or allegations brought against ProGrowth Bank arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services;
- (d) your violation of any law or rights of a third party; or
- (e) your use of the provision of the Service or use of your account by any third party.

ProGrowth Bank reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with ProGrowth Bank in asserting any available defenses. You will not settle any action or claims on ProGrowth Bank's behalf without the prior written consent of an authorized officer of ProGrowth Bank. Indemnification shall survive termination of this agreement.

Other Provisions

Severability

If any provision of this Agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or any other provision in that or any other jurisdiction.

Headings

The headings in this Agreement are for convenience or reference only and do not govern the interpretation of provisions of the Agreement.

Waiver

We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future. We shall not be deemed to have waived any of our rights or remedies with regard to this Agreement hereunder, unless such waiver is in writing and signed by an authorized representative of ProGrowth Bank. No delay or omission on the part of ProGrowth Bank or its affiliates, or their respective successors and assigns, in exercising any rights or remedies shall operate as a waiver of such right or remedies or any other rights or remedies.

Assignment

You may not assign this Agreement to any other party. We may assign this Agreement or delegate or transfer any or all of our rights and responsibilities under the Agreement to any third party or parties.

Governing Law

Unless otherwise noted, the meaning of terms used in this agreement and information incorporated herein shall be defined by the applicable provisions of the Minnesota Uniform Commercial Code.

The laws of the State of Minnesota shall govern this agreement and all transactions hereunder. You acknowledge that you have reviewed the Online Statement (eStatement) and Alert Delivery Agreement, understand the terms and conditions set forth herein, and agree to be bound hereby.