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Personal Online Banking Agreement and Business Online Banking Agreement

This Personal Online Banking Agreement and Business Online Banking Agreement (collectively and individually referred to as this "**Agreement**") governs your use of the electronic banking services of Personal Online Banking and Business Online Banking Agreement (collectively and individually referred to as "**Online Banking**"). Your use of Online Banking shall be subject to the terms, conditions, policies and procedures on the Website (as defined below), and in any other instructional material provided by ProGrowth[®] Bank, in addition to the terms and conditions of this Agreement.

I. General Agreement to Provide Services.

A. What this Agreement Covers.

By clicking "I Agree" below or continuing to use Online Banking you acknowledge and agree that the terms and conditions outlined in this Agreement will apply to and govern your use of the Online Banking. Businesses interested in enrolling in Business Online Banking will be required to meet with a representative of ProGrowth Bank prior to effectively enrolling in Business Online Banking. Additional fees will apply upon enrollment in Business Online Banking. Unless otherwise stated herein, the term "**Online Banking**" shall refer to both Personal Online Banking and Business Online Banking.

Your use of Online Banking is governed by the terms contained herein and the following, which are considered part of this Agreement:

- (i) the terms or instructions appearing on a screen when enrolling for, activating, accessing, or using Online Banking;
- (ii) ProGrowth Bank's rules, procedures and policies, as amended from time to time, that apply to Online Banking, each Accessible Account, and each Online Banking Service;
- (iii) the then-current rules and regulations of any funds transfer system or payment system used in connection with an Accessible Account or Online Banking Service; and
- (iv) state and federal laws and regulations, as applicable.

In addition to this Agreement, you may have a separate agreement for each of your Accessible Accounts and Online Banking Services. Each of your Accessible Accounts and Online Banking Services will continue to be subject to any other agreement that applies to it.

B. Your Use of Online Banking.

Subject to the terms and conditions of this Agreement, you may use Online Banking to access your Accessible Accounts, obtain Online Banking Services, and perform authorized transactions through the Website. With respect to your Accessible Accounts, authorized transactions may include obtaining balance information, transaction history and other information. In some instances, balances and transaction history may only reflect activity conducted through the close of the previous Business Day.

We may, from time to time in our sole discretion, introduce new features to Online Banking or remove features from Online Banking. We will update our Website accordingly upon any change in features available through Online Banking.

By executing this Agreement you agree and acknowledge that you are solely responsible for acquiring and maintaining the computer, computer equipment, and other electronic devices necessary to access Online Banking. You also acknowledge and agree that you are responsible for all costs associated with accessing Online Banking and your Accessible Accounts.

II. Ownership, Control and Access to Accessible Accounts through Online Banking.

A. Owners and Authorized Representatives.

1. For Accessible Account(s) owned by more than one person each owner individually has the right to provide ProGrowth Bank with instructions, conduct any transaction, make any decision, obtain any information or make any request associated with their Accessible Accounts. We may act on the instructions of any owner without having liability to any owner. Please refer to the specific agreements for your Accessible Accounts and Online Banking Services for more details.
2. In this section II(A)(2) through II(A)(7), the term "you" or "your" means a person who is an account owner of an Accessible Account or who is designated by an account owner as an authorized representative for an Accessible Account. You may appoint an individual as an authorized representative on an Accessible Account (which means you authorize another person not named as an owner on that Accessible Account to access and use that account). If you do so, you represent and warrant that the authorized representative will be acting as your agent and on your behalf, will be bound by this Agreement and any separate agreement governing the Accessible Account, and is fully authorized by you to act based on the rights you delegate to them. An authorized representative appointment by one account owner for an Accessible Account constitutes an authorized representative appointment by all other account owners of that Accessible Account.
3. So long as an authorized representative is appointed as such on an Accessible Account, all transactions that such authorized representative performs on an Accessible Account, including those you did not want or intend, are for all purposes transactions authorized by you. The account owner(s) of the Accessible Account are solely responsible for those transactions, and we are not responsible for them. If you notify us that an authorized representative is no longer authorized, only transactions that you did not want or intend and that the authorized representative performs after we have had a reasonable opportunity to act on your notification will be considered unauthorized transactions. To notify us that you want to terminate an authorized representative appointment you must contact the ProGrowth HELP Center at 1-507-232-3488 with your notification to remove the authorized representative.
4. We may, at our option, permit you to authorize an authorized representative to initiate fund transfers or other transactions on an Accessible Account. If you authorize an authorized representative to initiate fund transfers or other transactions on an Accessible Account, then you are also agreeing that for purposes of such transactions the authorized representative is an "authorized signer" on the Accessible Account, subject to the terms of the separate agreement for your applicable Accessible Account. In addition, if you make a person an offline authorized signer on an Accessible Account, and that authorized signer is enrolled in Online Banking, we may treat that authorized signer as an authorized user as described in Section II(A)(7) below.
5. You agree that you will only appoint authorized representatives if we permit you to do so and if we provide a procedure for appointing authorized representatives as part of Online Banking. You agree that you will follow any authorized representative appointment procedure we provide. This provision takes precedence over any conflicting provision in any other agreement you have with us. We may discontinue offering authorized representative options or permitting authorized representatives to access your Accessible Account at any time without prior notice.
6. If you are receiving online authorized representative authority in an Accessible Account from an account owner, you may not further delegate online authority to other persons to view and/or make transactions on that Accessible Account. The account owner is responsible for ensuring that each authorized representative maintains confidentiality of his or her username, password, or other login identification.

7. Businesses enrolled in Business Online Banking may designate online authorized representatives to have either “View Only” or “View and Transact” access to Accessible Accounts. Those enrolled in Online Banking may only designate online authorized representatives to have “View and Transact” access to Accessible Accounts.
- **View Only**, means a person separately enrolled in Business Online Banking with his or her own username and password and to whom you authorize online access to an Accessible Account, but with authority only to view that Accessible Account balance and transaction information.
 - **View and Transact**, means a person separately enrolled in Online Banking or Business Online Banking with his or her own username and password and to whom you authorize online access to an Accessible Account with authority to view that Accessible Account balance and transaction information and to transfer account funds from that Accessible Account (Account A) to another Accessible Account (Account B), provided that either: (1) the authorized representative is your authorized representative on both Account A and Account B at the time of the transfer, or (2) both you and the authorized representative are co-owners on Account B.

Some authorized representative features may not be available for certain accounts or customers.

8. If you are appointed as an authorized representative on an Accessible Account, you agree that you will access and use the account in accordance with the authority given to you by the appointing account owner. Each time you access, view, or transact on that Accessible Account, you represent and warrant to us that your action is authorized by the appointing account owner. If we receive conflicting instructions, or if we believe that an Accessible Account's security or our security may be at risk as a result of your being an authorized representative, we may in our sole discretion terminate you as an authorized representative, or prevent you from being an authorized representative, without prior notice to you or any account owner.
9. The authority of an authorized representative will terminate: (a) after we are notified by an account owner that the account owner appointing the authorized representative ceases to be, as applicable, an owner on the Accessible Account, (b) in the case of consumer accounts and sole-proprietor business accounts, upon our receiving written notice of the death or incapacity of the appointing account owner from a court of competent jurisdiction or from a source that we consider official and reliable, (c) in our sole discretion if an account owner or authorized representative breaches any provision of this Agreement, or (d) when, in the case of a View Only authorized representative or View and Transact authorized representative, the authorized representative ceases to be a ProGrowth Bank customer enrolled in Online Banking or Business Online Banking, as the case may be. For termination of authority of an authorized representative pursuant to (a) or (b) above, such termination of authority will not be effective until we actually receive the required notice and have had a reasonable opportunity to act on it.

B. Your Waiver of Requirement for Two or More Signatures.

You may under an account agreement have instituted a requirement of two or more signatures on checks. Whether or not such a requirement exists, this requirement does not apply to electronic or telephone transfers, and you release us from liability when making these kinds of transfers. This means that even though a person's authority to transfer or withdraw funds from your account by some means other than electronic or telephone transfers (e.g., by check) must be exercised jointly with one or more other persons, any person who is an authorized signer on your account is authorized by you to make electronic or telephone transfers individually. This provision controls and takes precedence over any conflicting provision in any other agreements you have with us.

III. Accessing Online Banking Services and Accessible Accounts through Online Banking; Terminating Access.

A. Accessing and Using Online Banking.

By becoming party to this Agreement you authorize ProGrowth Bank to provide access to your Accessible Accounts and Online Banking Services through Online Banking. To access your Accessible Accounts and Online Banking Services through our Website you must have a username, a password and the required hardware and software. You must also comply with any other security procedures and policies we may establish from time to time.

You will generally be able to access your Accessible Accounts and Online Banking Services through the Website 24 hours a day, 7 days a week. At certain times, however, Online Banking may not be available due to system maintenance or circumstances beyond our control.

It is your responsibility to provide all telephone, computer, and other equipment, software (other than any software provided by us) and services you need to access Online Banking.

B. Termination of Your Ability to Access Accessible Accounts Through Online Banking.

We may modify, suspend or cancel your privilege of using ProGrowth Online and may withhold approval of any transaction, at any time, without prior notice to you. You agree and acknowledge that your ability to Access the Accessible Accounts through Online Banking will be terminated upon any of the following: (a) if you violate any terms of this Agreement (including the failure to pay fees under any applicable fee schedule), or (b) if you close all of your Accessible Accounts and terminate your Online Banking Services, or elect to withdraw from Online Banking. In either case we may either suspend or terminate your access to your Accessible Account and Online Banking Services and we will not be required to reinstate or re-activate your access.

IV. Miscellaneous Provisions Governing Accessible Accounts.

A. Cancellation of Online Access to One or More Accessible Accounts.

You may request removal of online access to your Accessible Accounts by calling the ProGrowth HELP Center at 1-507-232-3488.

B. Effective Time for Funds Transfers Initiated Through Online Banking.

The transfer cutoff time for funds transfers initiated through Online Banking is 5:00p.m. Central Standard Time. A transfer completed before the transfer cutoff time on a Business Day will be posted to your Accessible Account the same day, except for line of credit, loan and mortgage transactions, which may take up to 3 Business Days to process, but will post as of the business date the transaction was made. All transfers completed after the transfer cutoff time on a Business Day or at any time on a day that is not a Business Day, will be posted on the next Business Day.

C. System Maintenance; Service Interruption.

System maintenance or other circumstances and events beyond our control may, at certain times, prohibit online access to one or more of your Accessible Accounts. Please use the ProGrowth HELP Center at 1-507-232-3488, a ProGrowth Bank automated teller machine ("ATM"), or a ProGrowth Bank branch in your vicinity for banking services and to obtain information about your Accessible Accounts when Online Banking is unavailable.

V. Specific Provisions for Business Accessible Accounts.

If you are the owner of a business Accessible Account and are enrolled in either Online Banking or Business Online Banking, any authorized representative for your Accessible Account is authorized on terms, conditions, and agreements that we may from time to time require to:

- enter into this Agreement, as amended from time to time;
- access each business Accessible Account of yours in any manner and for any purpose available through Online Banking or Business Online Banking, whether now available or available at some time in the future; and
- use any Online Banking Service in any manner and for any purpose available through Online Banking or Business Online Banking, whether now available or available at some time in the future.

VI. Account Statements.

You are responsible for accurately entering all data necessary to perform a transaction in your accounts and for verifying all instructions transmitted to ProGrowth Bank. Your banking transactions using the Online Banking will be indicated on your monthly or quarterly statement we provide or make accessible to you for your Accessible Accounts. We will either provide your statements electronically through Online Banking or in paper form or send them through the United States Postal Service. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement.

VII. Download Option.

A. Description of the Download Option for Accessible Accounts.

Online Banking provides a download option for Accessible Accounts that allows you to download certain information into Quicken™, QuickBooks™, Microsoft™ Money if you have installed one or more of these programs on your computer (collectively "Personal Finance Software"). We may, from time to time, identify other software programs that are compatible with the Online Banking download option. You are solely responsible for obtaining a valid and separate license agreement with the provider of the Personal Finance Software. We may add to, modify, or delete any feature of the download option from time to time in our sole discretion.

B. Restrictions and Limitations of the Download Option and Risks Associated with Use of the Download Option.

Online Banking download option has certain limitations and restrictions, including, without limitation:

- account information in your Accessible Accounts may reflect transactions as of a prior time period and may not be current as of the point in time that you download such information;
- statements generated by us are the official record of account transactions, positions and balances, and that the information you download is for tracking purposes only and should not be considered an official record;
- information you can download may not include all of your account activity;
- not all of the information in your Accessible Accounts can be downloaded into your Personal Finance Software;

- the account information that you download to your Personal Finance Software will not be automatically updated by us, and you agree and acknowledge that you will have to update the Accessible Account information by downloading more current information from your accounts; and

You acknowledge and agree that:

- the Accessible Account information you download through the download option is provided to you "as is" and "as available";
- you assume all risk that any Accessible Account information you download and store in your Personal Finance Software may be accessed by unauthorized third parties;
- we are not responsible for the security and confidentiality of Accessible Account information that is sent by you in a non-secure manner or that is downloaded by you from our secure computer system, and you assume all such responsibility;
- we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the Accessible Account information in your Personal Finance Software, which, for example, as stated above, may not be the most updated information and it may not include pending transactions;
- we are not responsible for the security and confidentiality of the Accessible Account information if you: (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Personal Finance Software; and
- any Accessible Account information that you download is done at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in a computer or other electronic device.

C. Additional Disclaimers and Limitations of Liability for the Download Option.

You agree and understand that we make no warranties and have no liability as to:

- **the errors or omissions in the delivery or transmission of the Accessible Account information from us to you (and "you" includes delivery to your Personal Finance Software and/or your computer);**
- **the accuracy, completeness, availability or timeliness of the Accessible Account information, text, graphics, or other items in the Accessible Account information that you can download through the download option; or**
- **the download option's fitness for a particular purpose and non-infringement of any third party rights.**

You further agree that we will not be liable to you for:

- your inability to use the download option;
- the accuracy, timeliness, loss or corruption, or mis-delivery, of any Accessible Account information or any other information;
- unauthorized access to your Accessible Accounts or to your account information and any misappropriation, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions;

- your inability to access your Accessible Account (including but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or Internet service providers ("ISPs"), acts of God, strikes, or other labor problems); or
- any other matter relating to the download option.

VIII. Fees and Method of Payment.

A. Fees for Accessible Accounts and Online Banking Services.

Fees separately disclosed to you in connection with an Accessible Account or Online Banking Service apply when using Online Banking. Additional fees may apply to specific services and are disclosed on the ProGrowth Service Fee Schedule available at <http://www.progrowth.com/pdf/ServiceFees.pdf>. Other fees may be assessed and billed separately by your Internet, telephone, and/or mobile device service provider.

B. Mode of Payment.

You are required to designate an account at ProGrowth Bank from which fees for Online Banking and Online Banking Services will be paid (your "Payment Account"). You authorize us to charge your Payment Account for the fees. If you close your current Payment Account, you must notify us and designate a new deposit account that will be your Payment Account. Additionally, if you close all your Accessible Accounts, you must notify ProGrowth HELP Center to cancel your Online Banking Services.

IX. Security for your Accessible Accounts and Online Banking Services.

A. Account Access through Online Banking.

For initial access to your Accessible Accounts using Online Banking, you must create an Access ID and a password at the time of enrollment. The codes have the same effect as your signature to authorize instructions you provide to us. You also agree to comply with such other security and authentication techniques as we may require from time to time to access your Accessible Accounts and Online Banking Services through Online Banking. We recommend that you change your password regularly. We may also require additional security procedures to initiate certain transactions. These additional security procedures may require special hardware, software or third-party services. We may also require the use or activation of specific Internet browser software features, plug-ins and add-ons, such as JavaScript support and "cookies", in order to utilize Online Banking. We may also acquire detailed information concerning the computer or computers you use to access Online Banking, including unique internal and network identifiers for your computer(s), in order to enhance and facilitate secure access to Online Banking.

B. Creating a New Password.

Your password:

- can be changed within Online Banking using the Options Tab. Following initial activation, you will be prompted to change your password every 180 days.
- must have a minimum of six characters of which at least one character must be numeric and one character must be alpha character. We may specify different password requirements and other security parameters from time to time.

For security purposes, it is recommended that you memorize the password and do not write it down. You are responsible for keeping your password confidential.

C. Securing Your Account.

It is your responsibility to notify us immediately if you believe your Access ID or password have been lost, stolen or otherwise made available to an unauthorized person. If you believe that your Access ID or password may have been lost or stolen, or that someone has viewed, downloaded, or deleted electronic records from your Accessible Account or Online Banking Service without your permission, or if you suspect any fraudulent activity on your Accessible Account, you agree to immediately notify ProGrowth HELP Center:

- by calling 1-507-232-3488 between the hours of 8:00 a.m. CST and 5:00 p.m. CST Monday thru Friday; or
- email us at help@progrowth.com; or
- write us at ProGrowth Bank, Attention HELP Center, P.O. Box 77, Nicollet, MN 56074-0077.

Telephoning is the best way to notify us if your Access ID or password have been lost, stolen or otherwise made available to an unauthorized person. In the event of unauthorized use of your username and password, you may be liable for resulting losses, including loss of all the money in your Accessible Accounts (plus your maximum overdraft line of credit).

We will verify your identity when you request to change your Access ID, password, or to block access to Online Banking.

X. Consumer Electronic Fund Transfers.

A. Description and General Applicability.

This Section X governs only consumer electronic fund transfers that debit or credit your ProGrowth checking account, savings account or money market accounts using Online Banking, that are subject to the Federal Reserve Board's Regulation E ("EFT"). Except with ProGrowth Bank's written authorization, you may only use Online Banking to complete electronic fund transfers between Accessible Accounts that are ProGrowth checking accounts, savings accounts or money market accounts. Transactions made under this Section X are subject to the Electronic Funds Transfer Act of 1978 and Regulation E. All terms used in this Section X but not defined herein shall have the meaning ascribed such words in Regulation E.

B. Liability for Unauthorized Electronic Fund Transfers: Your Notice Obligations.

Your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

1. If you notify us within 2 Business Days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$50 or the amount of unauthorized EFTs that occur before notice to us.
2. If you fail to notify us within 2 Business Days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$500 or the sum of --
 - \$50 or the amount of unauthorized EFTs that occur within the 2 Business Days, whichever is less; and
 - the amount of unauthorized EFTs that occur after the close of 2 Business Days and before notice to us, provided we establish that these EFTs would not have occurred had you notified us within that 2-day period.
3. You must report an unauthorized EFT that appears on a periodic statement within 60 days of our transmittal of the statement to avoid liability for subsequent transfers. If you fail to do so, your liability will not exceed the amount of the unauthorized EFTs that occur after the close of the 60 days and before notice to us, and that we establish would not have occurred had you notified us within the 60-day period. You may, as applicable, also be liable for the amounts described in the immediately preceding sections 1 or 2 above.
4. If your delay in notifying us was due to extenuating circumstances, we will extend the times specified in the immediately preceding paragraphs 1, 2, or 3 above to a reasonable period.

5. You may notify us in person, by telephone, or in writing. Telephoning the ProGrowth HELP Center is the best way of minimizing your losses in the event you believe your password has been lost or stolen or if you believe that an EFT has been made without your permission.
6. The telephone number and address of the person or office to be notified when you believe that an unauthorized EFT has been or may be made are:
 - ProGrowth HELP Center at 1-507-232-3488
 - ProGrowth Bank, Attention HELP Center, P.O. Box 77, Nicollet, MN 56074-0077

C. Procedures for Addressing Errors or Questions Regarding Electronic Fund Transfers.

If you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt, call the ProGrowth HELP Center at 1-507-232-3488 or write us at: ProGrowth Bank, Attention HELP Center, P.O. Box 77, Nicollet, MN 56074 as soon as possible.

We must hear from you no later than 60 days after the date we send the first statement on which the problem or error appeared:

- Tell us your name and account number (if any).
- Describe the error or the transfer you believe is incorrect, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time to conduct our investigation, however, we will notify you of our need for an extension, which may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 10 Business Days, we may not credit your account.

For errors involving new accounts or point-of-sale transactions we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in the investigation.

D. Documentation for Electronic Fund Transfers.

You have the right to find out whether an EFT was credited to your Accessible Account. Please contact the ProGrowth HELP Center at 1-507-232-3488 or the number listed on your statement for your Accessible Account.

Unless the cardholder is notified otherwise before completing the transaction, the cardholder will receive a receipt each time an ATM is used to make an electronic transfer to or from your Accessible Account. The receipt is evidence of the transaction as recorded by the ATM or Online Banking, as applicable. All transactions are subject to posting, final payment or verification, as applicable. You can use the receipt to reconcile the statement for the Accessible Account.

We will send you a monthly statement if there are EFTs in a particular month. Otherwise, we will send you a statement at least quarterly.

E. Stop Payment of Preauthorized EFTs.

You may place a stop payment request on preauthorized EFTs by calling the ProGrowth HELP Center at 1-888-244-3490 at least 3 Business Days prior to the scheduled transfer date. We require your name and the account number associated with the transfer, and the exact (a) name of the payee, (b) the exact payment amount, and (c) schedule transfer date. Failure to provide correct and complete information may make it impossible for us to stop payment of the preauthorized EFT. You agree to indemnify and hold us harmless from and against any loss incurred by us as a result of our paying an EFT if any of the information relied upon in the stop payment request is incorrect or incomplete (or as a result of our not paying a preauthorized EFT for which a valid stop payment request is in effect). If we pay a preauthorized EFT despite a valid stop payment request, we may require you to provide us with an affidavit describing in detail the dispute.

XI. Privacy.

All information gathered from you in connection with using Online Banking will be governed by the provisions of the **ProGrowth Bank Privacy Policy**.

We may use automated processes to detect any use of Online Banking that violates the terms of this Agreement or any applicable law.

XII. Your Additional Responsibilities.

You are responsible for:

- actions that may be taken by anyone using Online Banking after signing in with your Access ID and password. We are entitled to rely and act upon instructions received under your Access ID and password.
- keeping your Access ID and password confidential and for ensuring that you have signed off from Online Banking when your session is complete to prevent unauthorized persons from using Online Banking.

You agree that you will be the only user of your Access ID and password, that you will not transfer or disclose any of this information to any other person, and that you will be responsible for all usage of Online Banking and any fees associated with use of other services accessed through Online Banking on your Accessible Account whether or not authorized by you. You agree to immediately notify the ProGrowth HELP Center at 1-507-232-3488 and report any actual or suspected unauthorized use of your Access ID or password.

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

You further agree that you will:

- not use Online Banking for any illegal purposes;
- comply with all regulations, policies and procedures of networks through which you access and use Online Banking;
- not use Online Banking for any activity or use that may disrupt Online Banking or the networks through which you access or use Online Banking; and
- not access or attempt to access any account for which you have no access authorization, or duplicate, modify, distribute or display any of the data or files from any such account.

XIII. Disclaimer of Warranties; Limitations of our Liability and Obligations to You; Your Agreement to Indemnify us Against Certain Losses.

A. Disclaimer of Warranties.

ProGrowth Bank makes no warranties of any kind for Online Banking, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that Online Banking will be uninterrupted or error free, that defects will be corrected, or that our Website that makes Online Banking available is free of viruses or other harmful components.

B. Limitations of Our Liability and Obligations to You.

In no event will ProGrowth Bank or any of its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable for any consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service) indirect, incidental, special or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with this Agreement, Online Banking, or the inability to use Online Banking, even if advised of the possibility of such damages.

ProGrowth Bank will not be liable for any loss or liability you may incur resulting in whole or part from any failure or misuse of your equipment or software provided by an external company such as an Internet browser provider, an Internet access provider, an online service provider or an agent or subcontractor of any of them.

ProGrowth Bank does not make any representation that any content or use of Online Banking is appropriate or available for use in locations outside of the continental United States, Alaska or Hawaii.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition of this Agreement or any other agreement applicable to the relevant Online Banking Service or Accessible Account;
- we have reason to believe may not be authorized by you or any other person whose authorization we believe is necessary or involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction;
- would violate any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our policies, procedures or practices; or
- we have other reasonable cause not to honor for our or your protection.

In no event will ProGrowth Bank be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

C. Customer Indemnification Obligations.

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable Accessible Account or Online Banking Service, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- any fraud, manipulation, or other breach of this Agreement;
- your violation of any law or rights of a third party; or

- the provision of Online Banking or use of Online Banking by you or any third party.

We reserve the right, at our 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 us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Online Banking by you or your authorized representative.

To initiate an arbitration, please call any office of the American Arbitration Association (the "AAA") or visit the AAA website at www.adr.org.

XIV. Notices and Communication.

A. General Provisions.

Except as expressly provided otherwise in this Agreement, we will provide you notices and other information regarding your Accessible Account, Online Banking Service, or Online Banking (collectively "Account Related Information") through mail, electronically, or by other means available. This information will be sent to the postal or electronic address of the owner of the applicable Accessible Account or Online Banking Service as reflected in our records, unless a different postal or electronic address has been specified in accordance with procedures we may establish from time to time. Any Account Related Information will be deemed to have been sent on the first Business Day following the date on it. Account Related Information that is held for pick-up or posted on our Website will be deemed to be delivered to, and received by, you at the time that we make it available for pick-up, display it to you, or send notice in accordance with this Agreement that it is posted on our Website, as applicable. The person receiving the notice is responsible for providing copies of all Account Related Information to all joint owners, authorized representatives, or other persons with access to the applicable Accessible Account or Online Banking Service. We reserve the right at all times to communicate all Account Related Information to you electronically, or through the U.S. Postal Service or overnight courier, at our sole option.

B. Electronic Delivery and Communication.

To the extent permissible under applicable law, if we are required to provide you with information in writing, we may, at our option, send it electronically either:

- to your email address, or
- by posting the information to our Website. You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on our Website.

You agree that we may from time to time make telephone calls to you in order for us to:

- service your accounts,
- collect any amount you may owe, or
- discuss our relationship, products and services with you.

The ways we may call you include using prerecorded/artificial voice messages and/or through the use of an automatic dialing device. We may call you at any telephone number you have provided to us, including mobile/cellular telephone numbers that could result in charges to you.

C. Address Changes.

You agree that you will notify us immediately in the event of a change to your address or email address. Address changes may be initiated:

- at your request. You may instruct us to change the address or email address to which we send notices or Account Related Information concerning your Account at any time.
- if we receive an address change notice from the U.S. Postal Service
- if we receive information from another party in the business of providing correct address information that the address in our records no longer corresponds to your address.

We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction. Unless you instruct us otherwise, we may in our sole discretion change the postal or email address only for the account(s) you specify or for all or some of your other account(s) with us.

Any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it. If there is more than one owner on your Accessible Account, we may send Account Related Information to any one of them. You assume the risk of loss in the mail or otherwise in transit. Any notice or Account Related Information we send you will be effective when mailed, sent electronically or otherwise made available to you.

XV. Miscellaneous Provisions.

A. Definitions.

For purposes of this Agreement:

- "We," "us," "our" and "ProGrowth Bank" means ProGrowth Bank, a Minnesota banking corporation, and any of its affiliates or direct or indirect subsidiaries, when it or the affiliates or subsidiaries have established an Accessible Account or provided an Online Banking Service.
- "You" or "your" or "Customer" means, as applicable, each owner of an Accessible Account or an online authorized representative for an Accessible Account as described in this Agreement.
- "Accessible Account" means each ProGrowth Bank product you have with us which is accessible through Online Banking. Accessible Accounts may include deposit accounts, loans, lines of credit and any other products or accounts you maintain with us.
- "Online Banking Service" means each of the variety of products and services you may access or enroll in through the Website (defined below) and other related services. It also includes any product or service with a separate agreement that incorporates this Agreement by reference.
- "Online Banking" refers to the Online Banking website and web pages accessible through progrowth.com, including Business Online Banking for properly enrolled business customers.
- "Business Day" means Monday through Friday, excluding Saturday, Sunday and federal banking holidays for bank accounts and products and U.S. stock exchange holidays for brokerage accounts.
- "Consumer" means a natural person who has an Accessible Account for which an Online Banking Service is requested primarily for personal, family or household purposes.
- "Business" means any person other than a consumer that has an Accessible Account with respect to which an Online Banking Service is requested.
- "Authorized representative" means a person with authority of any kind with respect to an Accessible Account or an Online Banking Service.

- "Include" and "including," when used at the beginning of a list, indicates that the list contains examples – the list is not exclusive and the items in the list are intended only as illustrations. They are not the only possible items that could appear in the list.

B. Amendments to this Agreement.

Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement from time to time and at any time. This may include adding new or different terms to, or removing terms from, this Agreement.

When changes are made we will update this Agreement on the Website. The Website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used, or changes to the terms of this Agreement. By continuing to use Online Banking after we send you notice of any change, you agree to the change. Changes to fees or terms applicable to Accessible Accounts are governed by the agreement otherwise governing the applicable account.

C. Termination of this Agreement.

This Agreement will be in effect from the date your enrollment in Online Banking is submitted by you and accepted by us and at all times while you are using Online Banking or any Online Banking Service. Unless otherwise required by applicable law, either you or we may terminate this Agreement and/or your access to any Online Banking Service through Online Banking, in whole or in part, at any time without notice. The termination of this Agreement will not terminate your obligations or our rights arising under this Agreement before such termination.

Access to the Online Banking Services through Online Banking, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Agreement will control. You may request reinstatement of an Online Banking Service by calling ProGrowth HELP Center at 1-507-232-3488.

If you do not access your Accessible Accounts through Online Banking for any three (3) month period, we may terminate your Service, including Online Banking Services accessed through Online Banking.

If you wish to cancel any of your Online Banking Services, contact ProGrowth HELP Center at 1-507-232-3488 or send us cancellation instructions in writing to ProGrowth Bank, Attention HELP Center, P.O Box 77, Nicollet, MN 56074.

All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

D. Governing Law; Venue; Jury Trial Waiver.

This Online Access Agreement will be read and interpreted according to the laws of the State of Minnesota, without regard to conflict-of-law rules. Minnesota state courts and U.S. federal courts located in Minneapolis, Minnesota, will be the only courts where legal actions regarding this Online Access Agreement can be brought. In any legal action or claim regarding this Online Access Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

YOU AND PROGROWTH BANK EACH WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY TRANSACTION HEREUNDER.

E. Assignment.

We may assign our interest in this Agreement to any now-existing or future direct or indirect subsidiary of ProGrowth Bank; however, you may not assign or transfer this Agreement. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

F. Relationship Between This Agreement and Other Agreements You Have With ProGrowth Bank.

Unless this Agreement specifically states otherwise, if there is a conflict between the terms and conditions contained in this Agreement and the terms and conditions of any other agreement between you and ProGrowth Bank, or any other such agreement has terms that are not specifically addressed in this Agreement, then the other agreement will control and take precedence. The other agreement will only control with respect to the Accessible Account or Online Banking Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding online services or features that appear in the specific agreement for your Accessible Account or Online Banking Service, but that do not appear in this Agreement, will apply.

As an exception to the general rule described in this Section XV(F), if any other agreement you have with us includes terms that address your online access to an Accessible Account, this Agreement will control and take precedence in resolving any inconsistencies between this Agreement and the terms in the other agreement that address online access.

G. Entire Agreement.

Together with other applicable ProGrowth Bank agreements as described in Section XV(F) of this Agreement, this Agreement represents the agreement between you and ProGrowth Bank regarding Online Banking and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online access. Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the laws governing Online Banking will be deemed to have been modified by us and applied in a manner consistent with such laws.

If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable, it shall be so narrowly drawn without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other action or jurisdiction.

H. Waiver.

We may agree in writing (or otherwise) to waive a provision of this Agreement including without limitation a fee (a "waiver"). We may revoke any waiver. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

I. Headings

Headings are for reference only and in no way define, limit, construe, or describe the scope or extent of such section.

If you have any questions regarding this Agreement, please contact ProGrowth HELP Center at 1-507-232-3488.