

# myMoney Agreement and Disclosure Statement

You must first activate your banking to use this feature. A separate enrollment agreement is required to activate myMoney.

Welcome to Heritage Bank's myMoney. Use of myMoney indicates acceptance of terms and conditions set forth in the Online Banking Agreement, EFT Agreement and disclosure and the terms and conditions set forth in this myMoney Agreement and Disclosure (this "Agreement") as each may be jointly and/or independently amended from time to time. This Agreement governs the use of the personal finance management tool described herein (myMoney or the "Service"), which is offered by and through Heritage Bank ("Heritage", "we", "us", or "our"), to each Customer or business whose application (the "Application") for the Service is approved. Each reference in this Agreement to "you" or "your" means each Customer who submits the Application for the Service (and refers to all such Customers jointly and severally). Please read this Agreement carefully and keep a copy for your records.

With our interactive online service, you may monitor any of your financial account relationships from any of your accounts at Heritage Bank or from any other account held by you at another financial institution, referred to in this agreement as "Accounts", assuming, of course, that the financial institution has the ability to and permits you to release your financial information to myMoney and Heritage Bank.

## 1. Introduction

"Account" means any of your accounts at Heritage Bank or any other account held by you at another financial institution.

"Heritage", "we", "our", or "us" means Heritage Bank.

"myMoney" and/or "Service" means the Account management service that Heritage Bank makes available through Geezeo.com. The Service includes analyzing your personal finances through the Account information you provide, and the impact of various strategies on them.

## 2. Information Authorization

We reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you, or financial institutions holding your accounts, are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering".

Heritage Bank reserves the right, in its sole discretion, to determine if you are eligible and approved for the Service. If you are approved for the Service, we shall verify the Accounts that you add to the Service. You authorize us to validate the Accounts.

Once the validation is complete, we may also verify Accounts by requiring you to submit proof of ownership of the Account.

## 3. User Content

Subject to our privacy policy, you agree that we may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") you provide to us for the purpose of providing the Service, and you hereby give us a license to do so. By submitting Content, you represent that you have the right to grant such Content license to us for the purposes set forth in this Agreement.

## 4. Accounts

You understand and agree that, at all times your relationship with us and each Account provider is independent of us and your use of the Service. We will not be liable or responsible for any acts or omissions by the financial institution or other provider of any Account, including without limitation any modification, interruption or discontinuance of any Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE COLLECTING INFORMATION RELATED TO THE SERVICE FROM ANY OF YOUR ACCOUNTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON

BEHALF OF ANY THIRD PARTY. YOU AGREE THAT WE, OUR AFFILIATES AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES, OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS; (5) THE ACTIONS OR INACTION OF ANY OTHER FINANCIAL INSTITUTION OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for the Service. Be sure to check with your financial institution for restrictions regarding your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from the provider of your Account or those imposed by applicable law.

## 5. Electronic Communications

A. General Consent; Categories of Records. The Service is an electronic, Internet based- service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it.
- Your records of funds transfers and other transactions through the Service, including without limitation confirmations of individual transactions.
- Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.
- Any Customer Service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.
- Any other communication related to the Service.

Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format are considered to be in writing. You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive this Agreement or the Communications electronically, you may not use the Service.

B. How to Update Your Records. You agree to promptly update your registration records with us if your e-mail address or other information changes.

## 6. Privacy Policy and Confidentiality

We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the Service, we must obtain from you certain personal information about you, your Accounts, and your transactions (referred to herein as "User Information"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy policy.

## 7. Business Days

The Service will monitor transactions on business days. Our business days are Monday through Friday. Holidays and Observed Holidays are not included.

## 8. Authorization and Limitations

### A. Authorization

You authorize us to access your personal financial information for each account you request Heritage Bank to include in the Service.

## 9. Suspension and Reinstatement of the Service

In the event that we at any time incur a problem with your use of the Service, including, without limitation, attempting to include Accounts you are not authorized to access, and without limiting any other right or remedy that we may have under

this Agreement or otherwise, we reserve the right to suspend or terminate your right to use the Service immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of the Service by contacting us using any of the methods provided for under the Agreement. We reserve the right to, at our discretion, grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, we at our sole discretion may thereafter restore your ability to use the Service.

#### 10. Your Responsibility for Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. You understand that financial institutions receiving your request for the release of information may rely on such request through the Service. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that, if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such Account but you acknowledge and agree Heritage Bank shall have no liability for any and all losses resulting, directly or indirectly, from any of your errors, duplication, ambiguities or mis-information in the information that you provide.

You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

#### 11. Proprietary Rights

You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer, or reverse compile the Service.

#### 12. No Unlawful or Prohibited Use

As a condition of using the Service, you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

#### 13. Security Procedures

You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and as may constitute a valid security procedure under the rules governing such Account.

#### 14. Deviating from Security Procedures

You agree to allow us to authorize any financial institution at which you have an Account to accept instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to release your Account information based solely on these communications.

#### 15. Account Number Policy

If instructions identify a financial institution or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers.

## 16. Joint Account Holder

In submitting your application for the Service, you confirm that, if any of your Accounts is a joint account, your joint account holder has consented for you to use your Accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of our Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

## 17. Means of Transfer

You authorize us to select any means we deem suitable to provide your instructions to the applicable financial institution. These choices include banking channels, electronic means, mail, courier, or telecommunications services, intermediary financial institutions and other organizations. You agree to be bound by the rules and regulations that govern the applicable systems, such as the Clearing House Interbank Payments System (CHIPS) or automated clearing house (ACH) as published by the National Automated Clearing House Association (NACHA).

## 18. Our Liability

If we fail to provide the Service in accordance with the terms and conditions of this agreement, we shall be responsible for correcting improper Account information. We are not responsible or liable for incomplete, incorrect, failed or late Account information due to any other financial institution system failures, errors or mistakes. Except as otherwise required by law, we shall in no other event be liable for any losses, fees, overdraft charges or damages other than those arising from our breach of a representation or warranty provided herein.

You agree that your use of the Service constitutes authorization for us to obtain information related to your Accounts. You understand and agree that we are not liable under any circumstances for any losses or damages, directly or indirectly, if you suffer a loss based on the accuracy of information provided to you through myMoney.

You also understand and agree that we are not responsible to the extent performance is prevented or delayed due to causes beyond such party's reasonable control and without its negligent or willful misconduct, including without limitation acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

## 19. Limitation of Warranty and Liability

YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED AS-IS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS; AND, WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND

SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 20. Indemnification

You agree to indemnify, defend and hold harmless Heritage Bank, our affiliates, partners, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising directly or indirectly from: (a) your use of the Service; (b) our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, (c) your negligence or intentional conduct; (d) your violation or breach of the terms under this Agreement including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained via Heritage Bank's digital banking service or myMoney; and/or (e) your infringement, or infringement by any other user of your account(s) at our web site, of any intellectual property or other right of any person or entity.

## 21. Miscellaneous

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability, and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement as it appears on our web site, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Service. This Agreement may be amended, or any of our rights waived, only if we agree in writing to such changes, or you continue using the Service following receipt of notice of any changes proposed by us. All notices to you shall be in writing and shall be made either via e-mail, conventional mail or messages delivered through the Services, at our discretion. Regardless of your receipt of email notification, you agree that our posting of the Amendment on digital banking site constitutes delivery of your amendment notice. All notices to us must be made in writing and sent to us at Heritage Bank via registered or certified mail.

We may assign this Agreement to any affiliate, parent or other company. We may also assign or delegate certain of the rights and responsibilities under this Agreement to such third parties as we may elect upon notice to you whereupon we shall be released from any and all further liability or responsibility related thereto.

You may not assign any of your rights under this Agreement, except with the prior written consent of Heritage Bank. You are prohibited from any and all assignments of rights under this agreement, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. You may not delegate any performance under this Agreement. Your purported assignment or delegation of any rights of performance are in violation of this agreement and void.

We reserve the right to amend or cancel any of the provisions of this Agreement, including changes to any fees, costs, or assessments. We may amend or cancel any provision or charge by disclosing the change in writing or electronically, and, at our option, by sending notification to the e-mail address recorded during your digital banking enrollment. You may choose to accept or decline amendments, cancellations or changes by continuing or discontinuing the accounts or services to which these changes relate, at your option. Regardless of your receipt of email notification, you agree that our posting of the Amendment on digital banking site constitutes delivery of your amendment notice. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.

## Disclosure of Account Information to Third Parties

Information to third parties about your account(s) or the transaction(s) you make will only be disclosed if at least one of the following applies:

1. It is necessary to complete a transaction.
2. To verify the existence and condition of your account to a third party such as a credit bureau or merchant.
3. To comply with a governmental agency or court order.
4. If permission is given to us by you, which we may require to be in writing.
5. To collect information for internal use, the use of our service providers, and our servicing agents and contractors concerning the Service.
6. It involves a claim by or against us concerning a deposit to or withdrawal from your account.

7. Where otherwise required or permitted under state or federal laws and/or regulations. Heritage may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process that Heritage believes (correctly or otherwise) to be valid. Heritage may notify the undersigned of such process by telephone, electronically or in writing. If Heritage is not fully reimbursed for record research, photocopying and handling costs to the undersigned's account, in addition to any minimum fee Heritage charges for complying with legal process.

Heritage may honor legal process that is served personally, by mail, or by facsimile transmission at any of their offices or an office of their agent, even if the law requires personal delivery at the office where the undersigned's account or records are maintained.

Heritage shall have no liability to the undersigned for any action taken or omitted by Heritage hereunder in good faith.

The undersigned agrees to indemnify Heritage, its affiliates, and their respective directors, officers, employees, agents and representatives from and against all loss, cost, expenses or liability (including counsel and accountant fees) and claims arising out of compliance with any legal process that Heritage believes (correctly or otherwise) to be valid, regardless of whether they are incurred before, during or after any litigation or other dispute resolution procedure, regardless of success on the merits

#### Virus Protection

Heritage Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our Customers to routinely scan their PC using a reliable virus product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

#### Termination

You may terminate the use of digital banking service or any service within digital banking by contacting Heritage Bank in writing by mail, e-mail, or personal delivery. If your account is closed or restricted for any reason, digital banking accessibility will automatically terminate. Heritage may terminate this agreement any time with or without notice.

#### Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

This Agreement shall take effect immediately upon the acceptance of your application for the Service by us.

#### Third-Party Beneficiaries

This Agreement is for the sole and exclusive benefit of Customers and is not intended to benefit any third party. Customer and Heritage Bank acknowledge and agree that any party that licenses the Software to Heritage Bank, directly or indirectly through one or more sub-licensees, is a third party beneficiary to this Agreement with respect to those provisions dealing with use and protection of intellectual property.

#### Entire Agreement

This Agreement, the Exhibits and schedules to this Agreement (as may be amended from time to time), constitutes the entire agreement between Customer and Heritage Bank with respect to the subject matter hereof, supersede any prior agreements between Heritage Bank and Customer with respect to the subject matter hereof, and shall be binding upon Heritage Bank, Customer and their respective successors and permissible assigns. In the event of any inconsistency between this Agreement and the Documentation or any Account Agreement, this Agreement will govern.