

Think Mutual Bank with Zelle Network® Standard Terms

The following are the terms and conditions for the *Zelle*® service at Think Mutual Bank (“Agreement”). This Agreement incorporates by reference your deposit account and online banking agreements with Think Mutual Bank, including your Online Banking User Agreement and Consumer Terms and Conditions.

As used herein, the terms, “Bank,” “us,” “we” or “our,” mean Think Mutual Bank; “you” or “your” means 1) an individual or entity that is owner of an account or 2) an authorized signer on an account who has authority to view account information and effect transactions on such account.

1. Description of Services

We have partnered with the Zelle Network (“Zelle”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Service”). We will refer to financial institutions that have partnered with Zelle as “Network Banks.”

Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank.

THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

2. Eligibility and User Profile

The Service is available to our consumer customers with an eligible account currently enrolled in Think Online. In order to transfer funds out of your account, you must have an available balance in that account. When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

We may amend or change this Agreement (including any applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail, or by posting the updated terms on the sites within the Service. Your use of the Service after we have made such changes will be considered your agreement to the change.

3. Consent to Share Personal Information (Including Account Information)

Think’s Privacy Policy, which includes details about our information sharing practices and your right to opt-out of certain information sharing, was provided to you when you opened your Think account with us. You can view our Privacy Policy by clicking on the Customer Privacy Notice on our website.

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Customer Privacy Notice on our website, which is incorporated into and made a part of this Agreement by this reference.

5. Wireless Operator Data

We or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider, solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *Zelle's* Privacy Policy (<https://www.zellepay.com/privacy-policy>) for how it treats your data. A copy of our Customer Privacy Notice is on our website.

6. Enrolling for the Service

You must provide us with an email address that you regularly use and intend to use regularly and a permanent U.S. mobile phone number that you intend to use for an extended period of time. You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

Once enrolled, you may:

- a. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
- b. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.

7. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, *Zelle* may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
- e. To cancel text messaging from us, send STOP to 53608. For help or information regarding text messaging, send HELP to 53608 or contact our customer service at 1-800-288-3425 or send us a secure message through Conversations in Think Online. You expressly consent to the receipt of a text message to confirm your "STOP" request.

- f. Supported Carriers include, but are not limited to, AT&T, Sprint, Verizon Wireless, US Cellular, and T-Mobile.
- g. To indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of Service and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of this Agreement.

8. Receiving Money; Money Transfers by Network Banks

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

9. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

You acknowledge and agree that payment transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended recipient. Any name you enter will help you identify your intended recipient in menu and your transaction.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed, or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

10. Liability

Neither we nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when

using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). YOU AGREE THAT YOU, NOT THE BANK OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

11. Send Limits

The following are Think's limits:

Monetary Limits:

Amount Per Transaction	\$2,500
Amount Per Processing Day	\$2,500
Amount Per Processing Week	\$5,000
Amount Per Processing Month	\$5,000

Transaction Limits:

Per User Processing Day	10
Per User Processing Week	20
Per User Processing Month	30

Transfer limits, if any, applicable to holder of Network Bank Accounts or Out of Network bank accounts for transfers to Think accounts or in receiving transfers to their network bank accounts or out of network bank accounts are governed by the terms of the person to person transfer service of Zelle or the applicable Network Bank.

All transfer and monetary limits are subject to temporary or permanent reductions to protect the security of customer accounts and the transfer system.

At our sole discretion, we can refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternative arrangements or rescheduling the payment or transfer.

12. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

13. Transaction Errors - ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers. Call us at 1-800-288-3425 or contact us through Conversations in Think Online Banking, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared, and you must:

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

If you tell us orally, we may require that you send us your complaint or question in writing within 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, however, we may take up to 45 days (90 days if the transfer involved a new account,) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

THINK MUTUAL BANK
P.O. BOX 5949
ROCHESTER, MINNESOTA 55903-5949
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: 507-288-3425 or 800-288-3425

14. Your Liability for Unauthorized Transfers

If you furnish your account and/or password to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, or is not an authorized signer on your account, you are responsible for all transfers made using this service.

You must notify us immediately if you believe any of your account(s) were accessed or your password was used without your permission.

UNAUTHORIZED TRANSFERS

Tell us at once if you believe your account or password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit). We will be liable for all unauthorized transfers unless the unauthorized transfer was due to the loss or theft of your account or password. If due to the loss or theft of your account or password, and you notify us within 60 days of when the unauthorized transfer appears on the statement you can lose no more than \$50 if someone used your account or password without permission.

If you do NOT notify us within 60 days after the unauthorized transfer appears on your statement, and we prove that we could have stopped someone from using your account or password without your permission if you had told

us within 2 days of when you discover the loss or theft of your account or password, you could lose as much as \$500 for unauthorized transfers that appear on the statement.

Also, if your statement shows transfers that you did not make, including those made by account or password, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

15. Liability for Failure to Complete Transfers

You understand and agree that the *Zelle* platforms are provided for your convenience. Think is not obligated to provide you with such access or use. This Agreement applies to your transactions under this Service. Think will have no liability whatsoever for failure to complete a payment or transfer you initiate or attempt to initiate through this Service.

16. Fees

Think does not charge a fee for the use of this Service, except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees. However, fees associated with text messaging may be assessed by your mobile carrier, and data rates may apply. In addition, fees may apply if you use the transfer service through another financial institution or through *Zelle's* separate transfer service website or mobile app. We reserve the right to assess fees in connection with the transfer service in the future. If we do assess fees, we will give you reasonable notice as required by law and deduct any applicable fees from the Funding Account used for the transfer transaction.

17. Use of Our On-line Banking Site and/or Mobile App

You agree to access this website and/or mobile app in compliance with our Consumer Terms and Conditions and Online Banking User Agreement, which are available on our website and incorporated into and made part of this Agreement by this reference.

18. Cancellation of the Service

All parties have the right to cancel use and access to the *Zelle* platforms at any time. Specifically, Think and *Zelle* reserve the right to terminate your use or access to one or more *Zelle* platforms at any time and without notice.

19. Right to Terminate Access

Think may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to use this Service, in whole or part, at any time for any reason and without prior notice, including for reasons involving your use of the Service which we may deem illegal OR when you no longer have an eligible Think account. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement. We may determine other eligibility criteria in our sole discretion. We also reserve the right to terminate or suspend our participation in the *Zelle* network at any time.

20. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, *ZELLE* MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. *ZELLE* EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. *ZELLE* DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

21. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE'S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

22. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

23. Governing Law; Choice of Law; Severability

The laws of the state of Minnesota and the applicable federal laws of the United States (without giving effect to any conflicts of law principles in either case) govern all matters arising out of or relating to this Agreement and all transactions it contemplates, including without limitation, its interpretation, construction, performance and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement and all transactions it contemplates shall bring such legal action or proceeding in the courts of the state of Minnesota, county of Olmsted. Each party waives, to the fullest extent permitted by law: (i) any objection which it may now or later have to laying the venue of any legal action or proceeding arising out of or relating to this Agreement and all transactions it contemplates brought in any court in the state of Minnesota; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. If it is held by a court or other lawful authority of competent jurisdiction that any term, provision, covenant, or condition of this Agreement is illegal, invalid, or unenforceable, in whole or in part, such provision will be ineffective to the extent of such illegality, invalidity, or unenforceability without invalidating the remainder of such provision or the remainder of this Agreement; such remaining provisions will continue in full force and effect, provided the effectiveness of the remaining portions of this Agreement will not defeat the overall intent of the parties.

24. Miscellaneous

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Live customer service generally will be available Monday through Friday, excluding U.S. bank holidays.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.