

DEFINITIONS.

1. The terms “you,” “your,” “authorized user,” and “account owner” refer to the account owner, authorized signers, or individuals authorized by the account owner to access Online Banking. The terms “we,” “us,” and “our” refer to Platinum Bank, the financial institution.
2. “Account” refers to your account(s) with us that you have designated for Online Banking access and that we allow to be included under these Online Banking. The type(s) of account that may be designated for Online Banking include consumer deposit accounts, such as Checking, Savings, NOW, Money Market, and Certificate accounts. You must be an account owner/authorized signer for each account that you designate, and each account must permit withdrawal by a single signer.
3. “Login Credentials” refers to username and password that must be used to securely access your account information.
4. “Disclosures” refer to any regulatory disclosures provided to you at the time of depository account opening, such as the Truth In Savings Disclosure, Funds Availability Disclosure, Electronic Fund Transfer Disclosures, Privacy Disclosures, Substitute Check Policy Disclosure, as well as any Fee Schedule.
5. “Business Day” refers to the financial institution’s hours of operations for the purpose of conducting banking business: Monday – Friday excluding holidays.
6. “Check Image” refers to the digital image of any check you transmit to us using Mobile Remote Deposit Anywhere.
7. “Item” refers to the definition provided in Article 4 of the Uniform Commercial Code: an instrument of a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment order governed by Article 4A or a credit or debit card slip.
8. “Check” refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: (1) a negotiable demand draft drawn on or payable through or at an office of a bank; (2) a negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank; (3) a negotiable demand draft drawn on the Treasury of the United States; (4) a demand draft drawn on a state government or unit of general local government that is not payable through or at a bank; (5) a United States Postal Service money order; or (6) a traveler’s check drawn on or payable through or at a bank. The term check includes an original check and a substitute check.
9. “Original Check” refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: the first paper check issued with respect to a particular payment transaction.
10. “Substitute Check” refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: a paper reproduction of an original check – (1) contains an image of the front and back of the original check; (2) bears a MICR line that, except as provided under ANS X9.100-140, contains all the information appearing on the MICR line of the original check at the time that the original check was issued and any additional information that was encoded on the original check’s MICR line before an image of the original check was captured; (3) conforms in paper stock, dimension, and otherwise with ANS X9.100-140; and (4) is suitable for automated processing in the same manner as the original check.

11. "Record" refers to a writing created, generated, sent, communicated, received, or stored by electronic means.
12. "Electronic Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: electronic image of, and electronic information derived from, a paper check or paper returned check, respectively, that (1) is sent to a receiving bank pursuant to an agreement between the sender and the receiving bank; and (2) conforms with ANS X9.100-187, unless the Board by rule or order determines that a different standard applies or the parties otherwise agree.

SYSTEM REQUIREMENTS. Online Banking provides you with the convenience and flexibility to perform certain banking transactions and functions for designated Account(s) through internet access on your personal computer or via a wireless handheld device. You must meet the following minimum software and hardware requirements for each device you use to access Online Banking:

To receive eStatement or Electronic Communications, you will need: (a) a connection to the Internet, (b) a version of an Internet browser supported by online banking, (c) an active email account; (d) a program that accurately reads and displays PDF files; and (e) a computer and an operating system capable of supporting all of these. You will also need a printer if you wish to print out and retain records on paper and electronic storage if you wish to retain records in electronic form. We may also impose certain other hardware or software requirements for accessing Online Banking Services(s) and may change or modify these requirements from time to time.

For Mobile RDA Apple phones or tablets, Android phone and tablets and Microsoft Surface Pro are supported.

If you decide not to maintain such hardware and software, you may cancel Online Banking at any time.

ACCOUNT ACCESS. You may access your Account(s) at Platinum Bank's website, www.platinumbankmn.com. You must follow all necessary instructions and obtain your Login Credentials before gaining access to Online Banking. We may also utilize unique identifying information to confirm your identify. Your Login Credentials are used to gain access to Online Banking and should be always kept confidential. It is recommended that you change your Login Credentials through Online Banking, or with the assistance of our Client Support, as allowed by your security requirements. There may be additional or optional security measures instituted by us to ensure the security of Online Banking.

ACCOUNT LIABILITY FOR UNAUTHORIZED ONLINE ACCOUNT USE. Subject to federal and state law and the terms and conditions of the Agreement, you are liable for any transaction or function performed using Online Banking, whether made by yourself or someone authorized by you using your Login Credentials. You Agree to take all reasonable measures to protect the security of your Login Credentials.

As a precaution, we recommend that you do not send emails or other electronic messages containing confidential Account information. You agree to not leave any device unattended while logged into Online Banking, and you should never share your Login Credentials with us or anyone else. You

understand that we are entitled to act upon any instructions received under your Login Credentials; therefore, you agree to guard and protect your Login Credentials to ensure the security and protection of your Account(s). If you have any concerns or suspicions that an unauthorized person has gained access to your Account through Online Banking, we recommend that you change your Login Credentials if possible and notify us immediately.

ONLINE TRANSACTION FUNDING. For us to process an Online Banking transfer request, the Account that you have designated for the debit must have sufficient funds to cover the transfer, including any overdraft protection plan coverage, and the funds must be considered available as described in our Funds Availability Policy. Please refer to your Disclosures for any non-sufficient funds fee or other fee(s) that may be assessed. We are under no obligation to you when we have been unable to complete a transfer request due to insufficient or unavailable funds, or due to other circumstances out of our control, such as a system or power failure. If we are consistently unable to complete the requested transfer due to insufficient funds in the designated debit Account, then we reserve the right to cancel the transfer request and to review your Online Banking privileges. If you have opted into overdraft services, please refer to your account opening Disclosures for any overdraft services policies related to funding your accounts and any overdraft fees.

TRANSACTION REQUESTS; TRANSFERS. "Transaction Requests" means any Payment Orders, Debit Transfers, Wire Transfer, and Intra-Bank Transfers using Platinum Bank's Online Banking services. We shall process Transaction Requests issued in your name in the amount described in the Transaction Request and from or to your Authorized Account (whether with us or at another financial institution), all as described in each Transaction Request. We shall only process a Transaction Request if there are funds available for withdrawal from an Authorized Account, as determined in accordance with the applicable Account Agreement and our funds availability policy ("Available Funds"). We shall only process a Transaction Request that is (a) actually received by us; (b) identifies the Authorized Account from which it is to be paid; (c) does not exceed the Available Funds in the Authorized Account, or any applicable Transaction Limits as herein defined, or other restrictions or limitations established by us; (d) is authorized by you and satisfies applicable Security Procedures; (e) is accepted by us; and (f) complies with any other written instructions and restrictions set forth in your Account Disclosures. Any credits to your Authorized Account(s) resulting from a Transaction Request will be provisional credits until we receive final settlement. If we do not receive final settlement for a Transaction Request, we will be entitled to reverse the provisional settlement and withdraw this amount from your Authorized Account(s).

CANCELING TRANSACTION REQUEST. You may request cancellation of any Transaction Request prior to the Transaction Request being accepted, posted, or processed by us ("Cancellation") or initiate a Stop Payment Order of any Transaction Request after the Transaction Request has been accepted, posted or processed ("Stop Payment Order") as determined in accordance with the applicable Account Agreement and our Electronic Funds Transfer Disclosure and Agreement.

COST OF SERVICE. Account transaction fees as stated in any Disclosures and Fee Schedule provided to you remain in effect and are not eliminated or changed with the use of Online Banking. You have the sole responsibility for any service fees you incur from your telephone, internet, or wireless service

providers. When signing up for Online Banking, a separate schedule of fees and charges specific to Online Banking will be provided.

BILL PAY SERVICES. You can access Bill Pay Services in the same manner that you access other Online Banking by using your Login Credentials and meeting any other security measures that we may institute. You must indicate the Account that is to be considered the designated Account to be debited for your bill-paying activities. If using a money market and savings type account, be aware that the number of transactions allowed may be limited by federal regulation to six per month. You must maintain sufficient available funds in the designated Account to satisfy the expected payment activity.

To pay bills, you will need to create a list of payees and schedule payments, providing the information required to log and submit your payments accurately. You will be able to choose the date you want the payment to process, and an estimated arrival date is provided based on the process date. Funds for electronic payments will be debited on the process date you choose at the time of set up. Check payments will be debited on the date the payee cashes the check. If your account has insufficient funds when the payee cashes a Check payment and we pay the item on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees. Refer to the Account Agreement for more information. If you fail to consider your required set-up time and the payment is received by the payee after the due date, we are not responsible for any late charges or other actions that may be taken by the payee due to the late payment. Please make other payment arrangements for the payment that is due and set-up the next payment to that payee through Bill Pay Services.

We assume responsibility for all reasonable efforts to process your payments through Bill Pay Services in a timely and accurate manner. We accept no liability for any damages you may incur due to insufficient or unavailable funds in the designated Account that may adversely affect payment processing, any inaccuracies in the payee information supplied in regards to this payment, any mishandling or delay in posting by the payee or the payee's financial institution of account, or any system or postal delays or interruptions or any other circumstances out of our control, to the extent allowed by state and federal law and the provisions of this Agreement. Also, contact us immediately if you suspect any security breach of your Login Credentials or any unauthorized activity using Bill Pay Service.

CANCELING BILL PAY SERVICES. You may cancel Bill Pay Services at any time by contacting us via phone, fax, or in any other form or manner acceptable to us. When not canceling in writing or in a Record to us, we may require a Record or writing confirming the Bill Pay Services cancelation. Be aware of any outstanding payments and make arrangements for future payments to the payees. When deleting specific payees only, you may individually delete that payee and retain the Bill Pay Services for any remaining payees.

MOBILE BANKING. Mobile Banking services refers to all financial services made available to you and which you may access using a wireless handheld device or mobile phone, including but not limited to, viewing account balances, remote deposit capture, and text message banking.

ACCESSIBILITY AND LIABILITY. Our Mobile Banking services are designed to be available 24 hours each day, 7 days per week. We do not warrant that Mobile Banking Services will always function properly or

that disruption or suspension of Mobile Banking services will not occur. You agree that we will not be liable for any loss, costs, damages, or expenses resulting from the interruption of Mobile Banking services. You also agree that these Mobile Banking services are separate from any services provided by your wireless service provider. Your wireless provider is responsible for any issues involving your handheld device, your internet access, or any other of its services and products you use to access Mobile Banking services. Standard data and messaging rates, short message services (SMS) fees, and other charges from your wireless provider apply when utilizing Mobile Banking services.

MOBILE DEVICES. You are responsible for providing and maintaining your own wireless handheld device and for ensuring that it is compatible with Mobile Banking services. We are not responsible for any problems you may experience with your equipment or for any damage to your device from the use of Mobile Banking services. You understand that wireless devices may be subject to viruses, and we are not responsible for ensuring your device is protected from these viruses.

TRANSACTION LIMITS. You acknowledge that we may limit the number and frequency of transactions conducted through Mobile Banking services and that we may also place limits on transaction and transfer amounts in our sole discretion.