

Kensington Bank Online Banking Agreement and Disclosures

This Online Banking & Bill Pay Agreement (“Agreement”) is between Kensington Bank, the financial institution (we, us, our or Bank), providing Kensington Bank Online Banking and Bill Pay and each consumer who has enrolled in our Online Banking Service and any person authorized by the consumer to use the consumer’s Online Banking Service (collectively, customer, you, your or yours). Business customers can use this service to access their accounts with restrictions and may experience some limitations due to the consumer nature of this service. You agree with us as follows.

I. Definitions.

- Account means a checking, savings, or money market deposit and loan account that you have with us for personal, family or household use. Access to accounts that require more than one signature for withdrawals may not be available.
- Account Access means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.
- Account Agreement means the agreement between you and us that govern the use of your Account, including the deposit account agreement, any funds availability agreement, electronic fund transfer agreement or disclosure, line of credit agreement, if applicable, credit card agreement, if applicable, and our General Disclosure.
- “ACH” means the Automated Clearing House.
- Bill Payment Account means the Account or Accounts you have authorized us to debit or payments made to Payee(s) in connection with the Online Banking Service.
- Bill Payment means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us via a personal computer or other electronic device.
- Business Day means Monday through Friday, except federal holidays.
- “EFTA” means the federal Electronic Fund Transfer Act, 15 U.S.C.A. § 1693 et seq., as it may be amended from time to time.
- Electronic means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.
- Online Banking Service means collectively Account Access and Bill Payment services.
- Payee means any individual, financial institution, educational institution, company, merchant or other business entity you wish to pay using Online Banking Services.
- Password means the confidential identification code selected by you for identification purposes in connection with the use of our Online Banking Services.
- “REG E” means Federal Reserve Board Regulation E implementing the EFTA, 12 CFR. § 205.1 et seq., as such regulation may be amended from time to time.

- Transfer means any electronic banking transaction, including a transfer of funds between Kensington Bank accounts or bill payment made electronically.
- User ID means the unique personal identification code chosen by you for secure access to Online Banking Services. Business customers are those accounts used for purposes other than for personal, family, or household use.

II. Setup and Use of Online Banking Services

A. Eligibility.

In order to activate your Online Banking Services, you must have at least one Account with us. You must also designate an Online Banking Services User ID and select a Password upon completion of your Online Banking Services application. Your Password is case sensitive. Your User ID must be a minimum of six (6) characters and contain at least one (1) alpha and one (1) numeric character. Your Password must be a minimum of eight (8) characters and contain at least one (1) special character and two (2) numeric characters.

Keep your User ID and Password confidential in order to prevent unauthorized access to Online Banking. Any person having access to your Online Banking Services User ID and Password will be able to access the Online Banking Services and perform all transactions, including reviewing Account information and making fund transfers between Kensington Bank Accounts and third party financial institutions and sending Bill Payments to other persons. Please refer to the online safety tips posted on at www.kensingtonbanks.com for additional information

B. Access.

Online Banking Services are generally accessible 24 hours a day, seven days a week, except that Online Banking Services may be inaccessible for a reasonable period on a daily basis or during an emergency for system maintenance.

We may modify, suspend, or terminate access to the Online Banking Services at any time and for any reason without notice. Kensington Bank reserves the right to require you to periodically change your User ID and/or Password.

C. Linking Your Accounts.

You can access all Accounts at the Bank held in your name and held jointly with others through the Online Banking Services. Kensington Bank reserves the right to limit the types of deposit and loan Accounts that are available for Online Banking Services.

D. Electronic Fund Transfer Act and Regulation E.

The EFTA and REG E govern some of the transactions permitted through Online Banking Services. Some of the terms and conditions of this agreement are disclosures required by REG E.

E. Computer Requirements.

To use the Online Banking Services, you need a computer, related equipment, and software necessary to access the internet via a web browser which is capable of high-security 128-bit encryption (SSL). In addition you must have JavaScript support enabled in order to view pages correctly. You are responsible for the set-up and maintenance of your home computer and modem. You are responsible for the installation, maintenance, and operation of your computer and software. You are fully responsible for any and all risks of error, failure, and/or nonperformance of your computer and software. It is your responsibility to ensure that your computer and related equipment are operating with up-to-date virus and security features, current browser capabilities, and settings. The Bank is not responsible for any errors or failures from any malfunction of your computer or software. The Bank is not responsible for any computer virus-related problems that may be associated with the use of Online Banking.

III. Online Banking Services

A. Products and Services Offered.

1. Account Access.

You can use the Online Banking Services to access your Accounts. Our Online Banking Services allow you to:

- View Account balances
- Review Account activity
- Review tax-related information on your Accounts
- Transfer money between Kensington Bank deposit Accounts
- Make Consumer Loan payments
- Reorder checks for your Accounts
- Setup automatic transfers between Kensington Bank accounts
- Setup fund transfers between accounts at Kensington Bank and other financial institutions
- Communicate with us via secured e-mail, including ordering copies of checks and/or statements
- Pay your bills online on an automatic or recurring basis or periodically as you request (optional)
- Obtain other services authorized by the Online Banking Service

These activities are limited to the extent noted below and in the agreements governing your various accounts. You should refer to these agreements for restrictions and service charges.

B. Additional Information about the Online Banking Services.

1. Account Access.

(a) Enroll.

To use the Online Banking Services, you must first enroll in the Kensington Bank Online Banking and Bill Pay Service. All eligible Kensington Bank deposit and loan Accounts will be linked to the Online Banking Service. We will establish transfer links between all eligible Accounts.

(b) Activity. You may transfer available funds between Accounts through the Online Banking Services in any amount, limitations apply.

2. Bill Payment Service.

(a) Enroll. When you enroll in the Bill Payment Service, you must designate a checking(s) account with us as your Bill Payment Account. Savings accounts of any type (e.g., Basic Savings, Money Market, etc.) may not be used.

(b) Bill Payment Setup. You need to provide us with the name and address of the Payee (i.e., the company or person you want to pay), your account number (if applicable) with that Payee and any other information we require to properly debit your Account with us and credit your account with the Payee. When you add Payees to the Online Banking Service, it is recommended that you enter the required information using your invoice or monthly statement when applicable. We may refuse to allow you to designate a particular Payee or class of Payees. These will include child support, alimony or other court-directed payments as well as federal, state, and other municipal tax payments or payments to governmental agencies. International payments are also prohibited with the following exceptions: United States territories and military bases. Security reasons preclude us from indicating daily and/or individual limits of any Bill Payment.

(c) Changes. If your Payee account number or any other information changes, or if you wish to add or delete Payees, you can make the changes through Online Banking or you may provide us with these changes at least seven (7) business days in advance of the Payee's next scheduled payment. You may submit these changes to us through the Message Center within the Online Banking Service or by mail: Kensington Bank, Attn: Operations Dept, P.O. Box 190, Kensington, MN 56343. If notice is mailed via the U.S. Postal Service, please allow seven (7) to ten (10) business days for delivery and processing. You authorize us to make all changes submitted through the Online Banking Services by you or any other person having access to your Online Banking Services' User ID, Password, and account information.

3. Processing Fund Transfers between Accounts and Bill Payments.

(a) Fund Transfers between Accounts at Kensington Bank or Kensington Bank and another financial institution.

(i) The Fund Transfer services allow you to transfer funds between your accounts with Kensington Bank. In addition, this service allows you to transfer funds to or from any account held by you at another U.S. Chartered financial institution. You must be an account owner on any account linked for transfer purposes.

(ii) Fund transfers between Accounts at Kensington Bank requested on the same Business Day as your Online Banking session will be processed that same day if received by 4:00 pm Central Time Monday through Friday (Cutoff Time). If you schedule an Account fund transfer for a future date, we will process the transaction at the first system available time on the transfer date, if that day is a Business Day. If we receive your instruction after the Cutoff Time, or if the date you request for a future or repeating Account fund transfer is not a Business Day, we will process the transaction on our next Business Day.

(iii) Funds transfers between accounts at Kensington Bank and another financial institution requested on the same Business day as your Kensington Bank Online Banking and Bill Pay session will be processed that same day if received by 4:00 pm Central Time Monday through Friday (Cutoff Time). If you schedule a fund transfer for a future date, we will process the transaction at the first system available time on the transfer date, if that day is a Business Day. If we receive your instruction after the Cutoff Time, or if the date you request for a future fund transfer is not a Business Day, we will process the transaction on our next Business Day.

Fund transfer requests to another financial institution for deposit to your Kensington Bank Account will be initiated by Kensington Bank as an Automated Clearing House (ACH) transaction. Receipt of these funds will not be immediately made to your Kensington Bank Account. Availability of these funds to your Kensington Bank Account may take up to five (5) Business Days from the date Kensington Bank begins to process your requested fund transfer as indicated in the preceding paragraph.

(iv) The Bank reserves the right to limit the frequency and dollar amount of transactions from your accounts for security, credit, legal/regulatory or other reasons, as the Bank may determine at any time and from time to time at its sole discretion.

(v) The Bank is not obligated to make any transfer unless the account from which you are transferring funds has sufficient available funds to cover the transfer on the date the transfer is requested.

(b) Bill Payments.

(i) When you schedule a Bill Payment using the Online Banking Services, you authorize us to withdraw the necessary funds from your Account with us. We deduct the amount of your Bill Payment from your Account on the date we process your instructions. All funds for Bill Payments will be deducted from your designated Account via an Automated Clearing House ("ACH") withdrawal.

(ii) Bill Payments requested on the same Business Day as your Online Banking session will be processed after the Cutoff Time of 4:00 p.m. Central Time Monday through Friday. If you

schedule a Bill Payment for a future date, we will process the transaction after the Cutoff Time on the scheduled payment date, if that day is a Business Day. If we receive your instruction after the Cutoff Time, or if the date you request for a future or recurring Bill Payment is not a Business Day, we process the transaction after the Cutoff Time on our next Business Day.

(iii) To help ensure that your Bill Payments arrive on time, you must schedule your payments to be processed at least three (3) business days, for electronic payments or seven (7) business days, for bank draft payments, before the payment due date. This generally allows sufficient time for the Payee to receive and post your payment. When making an individual Bill Payment you should refer to the Payment screen to determine time period required for a timely payment. A payment is referred to as a "Pending Payment" starting at the time you schedule it. A Payment is "In Process" after the Cutoff Time on the scheduled payment date and is "Processed" the next Business Day. If we receive your instructions after the end of our Business Day (Cutoff Time), or if the date you request for a future or recurring payment is not a Business Day, we will process the transaction at the end of the next Business Day.

(iv) If there are non-sufficient funds in your Account to complete a Bill Payment you have authorized, we may refuse to make the payment or we may make the payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") and overdraft charges that may apply. In addition, payments made on non-sufficient funds may cause a one (1) to two (2) day delay in processing a payment, which in turn could result in your Payee's payment being received late. We give Bill Payments made through Online Banking Services a confirmation number. The confirmation will be needed to resolve any questions you have concerning your Bill Payments. This confirmation number appears in the "Activity" section of Bill Pay. You may review Bill Payments by using the "Activity" screen. Occasionally a Payee may choose not to participate in the services, or may require additional information before accepting payments. We work with these Payees to encourage them to accept an electronic or bank draft from the Bank. If we are unsuccessful, or if we believe that the Payee cannot process payments in a timely manner, we may decline to make future payments to this Payee. In the unlikely event that this occurs, we will send you a notice.

4. How Bill Payments are Made.

We process the payments you make through the Online Banking Services in one of the following ways: We may send payments through an electronic transmission to the Payee. Payees who receive electronic delivery will receive your payment information, including your account number, through a computer link. Bill Payments made electronically are generally received by Payees within two (2) Business Days. We may send payments by a bank draft mailed to the Payee. We send all checks through the U.S. mail. Payments made with a bank draft are generally received by Payees within seven (7) business days. However, from time to time we may receive instructions from a Payee that directs us, in order to ensure the timely processing of your payment, to send your payment to an address other than the one that you provided us, or that directs us to make your payment electronically rather than by check, to an account owned by the Payee at another financial institution. When we receive such payment instructions from the Payee, we may follow those instructions, to help ensure that your payment is received by the Payee and promptly credited to your account.

5. Canceling Fund Transfers and Bill Payments.

(a) Fund Transfers between Kensington Bank accounts. You may cancel a pending fund transfer. Since most fund transfers post immediately to Accounts when processed through Online Banking, the easiest way to cancel a fund transfer is to process it in reverse. If you want to stop or change future dated or recurring transfers you have instructed Kensington Bank to make, you can access the appropriate function in Online Banking at least one (1) business day prior to the scheduled transfer date. You can also call us at 1-866-965-2419 or write to us at Kensington Bank, Attn: Operations Department, PO Box 190, Kensington, MN 56343, in time for us to receive your request three (3) or more business days before the transfer is scheduled to be made. If you call, we may require you to put your request in writing and require that you mail your request to Kensington Bank so that we receive it within fourteen (14) days after your call. If written confirmation is requested, the verbal stop payment order shall cease to be binding fourteen (14) days after it has been made.

(b) Bill Payments.

(i) Canceling or Editing “Pending” Payments: You may cancel or edit a Pending Payment (including a Recurring Payment) three different ways. All cancellations and edits must be completed on or before the scheduled payment date prior to the Cutoff Time.

- Online through the Bill Payment Service
- Calling the Operations Department at 866-965-2419
- In writing to the address given above. *(If in writing, we must receive your cancellation or edit request at least three (3) business days prior to your scheduled payment date.)*

(ii) Canceling or Editing “In Process” Payments: To cancel or edit a Bill Payment “In Process” you must contact the Operations Department at 866-965-2419. Although we will attempt to accommodate your request, we will have no liability for failing to do so. Stop Payment requests will be accepted only if we have a reasonable opportunity to act on such requests. The terms and charges related to stop payments would apply as set forth in the then current Kensington Bank General Disclosure. (c) Funds Transfers from Savings, Money Market Deposit Accounts. Federal regulations require us to limit either by contract or in practice the number of certain types of transfers from savings and money market deposit accounts. Under these regulations you are limited to six (6) preauthorized electronic fund transfers and telephone transfers-including Online Banking transactions, checks and point-of-sale transactions per month. Each fund transfer through Online Banking Services from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each month. However, payments to your loan accounts with us are not counted toward this limit.

IV. Fees.

Please refer to the Kensington Bank General Disclosure for your Accounts. You should note that depending on how you access the Online Banking Service, you may incur other charges. These include charges for:

- Normal checking account fees and service charges;
- Internet service provider fees; and
- The purchase of financial management software.

For savings accounts/money market deposit accounts, an excess transaction fee may apply to each transaction made through Online Banking that exceeds the number of limited transactions permitted by federal regulations each statement period. These fees are described in your deposit account agreement and disclosure and are charged daily.

V. Parties' Responsibilities.

A. Responsibilities of the Consumer and Business Customer.

1. Your Rights and Responsibilities.

(a) Transactions.

You are responsible for all transactions that you initiate or authorize, including any transactions that you may unintentionally or inadvertently initiate, and any losses, charges, or penalties incurred as a result. In regard to Bill Payments, you are responsible for providing us with proper payee identification, including payee name, address, telephone number, your identification or account number with payee and other relevant information. If any payee information changes, you are responsible for making the changes. The Bank is not liable if you fail to provide correct information.

(b) Authorized Use of Services by Other Persons.

You are responsible for keeping your User ID and/or Password and account data confidential. We are entitled to act on transaction instructions received using your User ID and Password, and you agree that the use of your User ID and Password will have the same effect as your signature authorizing the transaction(s) or will authenticate your identity and verify the instructions you have provided to us. If you authorize other persons to use your User ID and Password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing or by a message through our Message Center in Online Banking (or e-mail) that you have revoked the authorization and changed your User ID and Password, and you are responsible for any transactions made by such persons until you notify us that transfers by that person or instructions regarding your Account(s) are no longer authorized and we have a reasonable opportunity to act upon the change of your User ID and Password.

(c) Reporting Unauthorized Transactions.

You must notify us immediately if you believe your User ID and/or Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission or if you suspect any fraudulent activity on your account. To notify us call the Operations Department 866-965-2419, contact us electronically by sending a message through the Message Center in Online Banking or write:

Kensington Bank, Attn: Operations Department, PO Box 190, Kensington, MN 56343 or send an email to: info@kensingtonbanks.com.

(d) Resolving Errors or Problems.

If you think your statement is incorrect or if you need more information about a transfer or bill payment listed on the statement, contact us by telephone at 866-965-2419, contact us electronically by sending a message through our Message Center in Online Banking, write us at Kensington Bank, Attn: Operations Department, PO Box 190, Kensington, MN 56343 or send an email to: info@kensingtonbanks.com as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When you contact us, our representative will need to know the following information;

1. your name and account number;
2. a description of the error or the transfer/bill payment you are unsure about, and an explanation of why you believe it is an error or why you need more information; and
3. the dollar amount of the suspected error.

If you tell us orally or by electronic communication, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. We shall report the results to the consumer within three business days after completing its investigation. The institution shall correct the error within one business day after determining that an error occurred. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we ask you put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

VI. THIS SECTION APPLIES ONLY TO CONSUMER ACCOUNTS:

A. Consumer Liability for Unauthorized Transactions.

NOTE: Federal law requires that if you believe your User ID and/or Password has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your User ID and/or Password without your permission. Please tell us IMMEDIATELY if you believe your User ID and/or Password has been lost or stolen. Telephoning us at 866-965-2419 or sending us a message through our Message Center in Online Banking or e-mailing us at info@kensingtonbanks.com are the best ways of keeping your possible losses down. If you do not notify us immediately, it is possible that you could lose all the money in your Account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your User ID and/or Password without your permission. If you do NOT tell us within two (2)

business days after you learn of the loss or theft of your User ID and/or Password, and we can prove that we could have stopped someone from using your User ID and/or Password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the FIRST statement showing such a transfer was transmitted to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time. Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your account statement upon receipt. If you find that your records and ours disagree, you must call the Operations Department at 866-965-2419 immediately or send us a message through our Message Center in Online Banking or e-mail us at info@kensingtonbanks.com. In the event, extenuating circumstances (such as a long trip or hospital stay) kept you from telling us, we shall extend these time periods.

B. The Bank's Responsibilities and Liabilities.

If the Bank does not complete a transfer or a payment to or from your account on time or in the correct amount, according to its agreement with you, the Bank will be liable for your direct losses or damages. The Bank is responsible for completing transfers and bill payments on time according to your properly entered and transmitted instructions. However, the Bank will not be liable for completing transfers and bill payments:

- If, through no fault of ours, you do not have enough available money in the account from which a payment or transfer is to be made, if the account has been closed or frozen or is not in good standing, or if we reverse a payment or transfer because of insufficient funds;
- If any payment or transfer exceeds the credit limit of any account;
- If you have not properly followed software of Online Banking Services instructions on how to make a transfer, bill payment, or other transaction;
- If you have not given the Bank complete, correct, and current instructions, account numbers, User ID and/or Password, or other identifying information so that the Bank can properly credit your account or otherwise complete the transaction;
- If you do not authorize a bill payment soon enough for your payment to be made to the payee by the time it is due;
- If the Bank makes a timely bill payment but the merchant nevertheless does not credit your payment promptly after receipt;
- If you receive notice from a merchant or other institution that any payment or transfer you have made remains unpaid or has not been completed, and you fail to notify us promptly of that fact;
- If withdrawals from any of your linked accounts have been prohibited by a court order such as a garnishment or other legal process;
- If your Computer, your software, any ISP or other Internet connection, or Online Banking Services was not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or bill payment;
- If you, or anyone you allow to use Online Banking Services, commits fraud or violates any law or regulation;

- If circumstances beyond the Bank’s control prevent a transfer or payment from being made, despite reasonable precautions that the Bank has taken. Such circumstances include, but are not limited to, telecommunications outages, postal strikes, delays caused by payees, fires, and floods;
- If the Bank has reason to believe that the transaction is unauthorized;
- If you attempt to complete an impermissible transaction;
- If the transaction exceeds security limitations on the use of your card(s).

We do not warrant or guarantee that the Service, the Internet or our suppliers will be available on a specified date or time that the Service and the Internet will have the capacity to meet your demand during specific hours. Neither the Bank nor its suppliers will be liable for any damage that you may suffer arising out of use, or inability to use, the Service or products provided hereunder. Neither the Bank nor its suppliers will be liable for unauthorized access to the Bank’s transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of your data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of the Bank or its supplier’s negligence.

Notwithstanding the above, in no event will the Bank or its suppliers be liable for indirect, special, incidental, consequential, economic, punitive, or other damages, including but not limited to loss of data or revenue or profits, arising out of the installation, use or maintenance of Online Banking Services and/or its related equipment, software, or online services or the Internet, or any attorney’s fees you may incur. In any case, the Bank will only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite the Bank’s procedures to avoid such error(s).

C. Things for Which We Will Not Be Responsible and Further Limitations on Our Liability.

We will not be responsible for the following matters, or for errors or failures of our Online Banking Service as result of:

1. Access.

We will not be liable under this Agreement for failure to provide access or for interruptions in access to our Online Banking Service due to a system failure or due to other unforeseen acts or circumstances.

2. Your Computer Equipment & Your Software.

We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus/Malware or other problems related to your computer equipment used with our Online Banking Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Microsoft Internet Explorer®, AOL®, Firefox, Apple® Safari or Camino® or otherwise), your Internet service provider, your

personal financial management or other software (such as Quicken®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Online Banking Services.

3. Warranty Limitations.

(a) Warranties of Fitness and Merchantability. NEITHER WE NOR ANY INFORMATION PROVIDERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

4. Bill Payments.

We are not responsible for postal delays or processing delays by the Payee for any Bill Payment made through our Online Banking Services.

VII. THIS SECTION APPLIES ONLY TO BUSINESS CUSTOMER ACCOUNTS.

A. As a Business Customer of the Bank, it is expressly understood that you will be solely and absolutely responsible for any data security breach or compromise that may occur as a result of using the Consumer Online Banking Module.

You agree the Bank is not responsible or liable in any manner should any information mailed or communicated in any method or manner agreed by you is intercepted by an unauthorized person either in transit (e.g., “hacking”) or at your place of business. Protecting your system by keeping your computer up-to-date with applicable anti-virus and malware protection, current browser versions and any other protective devices used to prevent malicious computer attacks is your responsibility. Kensington Bank is not responsible for any unauthorized transactions or losses that occur if your computer system is compromised.

The Online Banking Service is accessible only to those authorized by the owner(s) or signatories to the business account. You agree that you will keep the User ID and/or Password secure and confidential to all authorized persons. You will immediately notify us of any changes to the authorized users of the Online Banking Service or the owners and/or signatories to the business account. You will also notify us as soon as possible if you believe an unauthorized person has knowledge of your User ID and/or Password.

The Bank will have no liability to you for any unauthorized Account Access and/or Bill Payment made using your User ID and/or Password that occurs before you have notified the Bank of potential unauthorized activity and that we have been provided a reasonable chance to react to that notice.

VIII. Security.

The Bank is committed to the security of our customers' accounts and information. Similarly, you must take every precaution to ensure the safety, security, and integrity of your Online Banking accounts and transactions. The following guidelines, although not exclusive, should assist you in helping to maintain the security of the information;

- Do not give or disclose your Password to anyone, including Bank representatives. We will never request this information.
- Do not leave your computer unattended while you are connected to Online Banking.
- Do not send your User ID and/or Password or account information over any public or general email system.
- DO ensure that your computer and related equipment is protected using the latest security software
- DO update your Antivirus Signatures daily.
- DO run virus scans regularly to ensure that your system is safe.
- DO report any unauthorized activity to the Bank immediately.

IX. Consumer Privacy and Confidentiality.

The importance of maintaining the confidentiality and privacy of the information provided by our customers is one of our highest priorities. A detailed explanation of our privacy policy has been provided to you separately. Please review it carefully. You should carefully review our privacy policy as stated on our web site at www.kensingtonbanks.com.

X. Termination.

Your Online Banking Services remain in effect until terminated by you or us. You may cancel your Online Banking Services and/or Bill Payment Service at any time by notifying us of your intent to cancel by writing Kensington Bank, Attn: Operations Department, PO Box 190, Kensington, MN 56343, sending an email to: info@kensingtonbanks.com or calling 866-965-2419. This cancellation applies only to your Online Banking Services including Bill Payment Services and does not terminate your other relationships with us.

We may terminate your participation in the Online Banking Services and/or Bill Payment Services for any reason, at any time. We will try to notify you in advance, but we are not obliged to do so.

REMINDER: You must cancel all future Fund Transfers and Bill Payments, whether recurring, individual and/or pending payments, when you terminate your Online Banking Services or Bill Payment Service. Failure to cancel future Fund Transfers and Bill Payments could result in debits to your account.

XI. Changes in Terms and other Amendments.

We may amend the Agreement. We may add, delete or amend terms, conditions and other provisions, fees, charges, or other terms described in this Agreement.

We will send you a notice to the postal address provided by you and/or send notice to your e-mail address, as requested by you, in the manner required by applicable law. Any changes to this Agreement will be posted on our website and will be provided to you when required by law.

You are bound by such change if you use the service after the effective date of the notice unless you notify us, before the effective date of the change/amendment, that you reject these changes and cancel your Online Banking Service or close Accounts (if applicable).

Where the EFTA and REG E apply, the Bank may amend this Agreement at any time by sending notice to you by mail or, to the extent permitted by law, by e-mail or electronic communication through Online Banking Services, before the effective date of the amendment. Where the EFTA and REG E apply, at least 21 days' advance notice is always required if the change would result in:

- Increase fees for the client;
- Increased liability for the client;
- Fewer types of available electronic fund transfers; or
- Stricter limitations on the frequency of dollar amount of transfers.

XII. Other Provisions.

A. Electronic Notice.

You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication, thus we recommend you do not send confidential personal or financial information by e-mail. For your convenience, we do provide a Message Center through Kensington Bank Online Banking and Bill Pay, which is a secured avenue to make inquiries about your accounts. There may be times when you need to speak with someone immediately (especially to report a lost or stolen User ID and/or Password or to stop a payment). In these cases, do not use e-mail. Instead, consumers must call us at 1-866-965-2419 during banking hours.

B. Hours of Operation.

The Operations Department is available for assistance with account inquiries, Monday - Friday 8:00AM -4:00PM (CT) by calling 866-965-2419.

C. Ownership of Website.

The content, information and offers on our website is copyrighted by Kensington Bank and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

D. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota and applicable Federal Law, without regard to its conflict of law provisions. Your existing Account relationships shall continue to be governed by and construed in accordance with the laws as disclosed in such Account agreements.

E. Scope of Agreement.

This Agreement represents our complete agreement with you relating to our provision of the Banking Services. No other statement, oral or written, including language contained in our website, unless otherwise noted, is part of this Agreement.