**Elysian Bank**

Online Information Sheet, Disclosures, Terms and Conditions

Access Agreement

Internet Banking Customer Enrollment

Online Information Sheet, Disclosures, and Access Agreement

Welcome to Elysian Bank Internet Banking! This Disclosure (the “Agreement”) discusses how you can use Elysian Bank Internet Banking (the “Service”) to obtain information about your accounts, to transfer funds between accounts and to request certain other bank services. It also contains the terms and conditions governing the Service.

If you use Elysian Bank Internet Banking, you thereby indicate your consent to the following.

**Security & Protecting Your Account**

Elysian Bank is strongly committed to protecting the security and confidentiality of our customer account information. Elysian Bank uses state-of-the-art technology in the ongoing development of internet banking services to ensure this security. We use several different methods to protect your account information:

 \*You can only access Elysian Bank Internet Banking through a secure site.

 \*You must have a valid User ID and Case Sensitive Password to log on.

\*If no action is taken for 10 minutes, you will be automatically logged off Elysian Bank Internet Banking.

 \*Your password changes every 90 days for security.

\*You have a limit of 3 changes to input your password correctly; the fourth will lock you out until the bank is contacted to unlock your account.

**Your Responsibility**

You agree to NOT give out your identifying information such as any passwords to any other person. The Bank may rely on your personal information to identify you when providing banking services to you.

You agree to NEVER leave your account information displayed in an area accessible by others.

You agree to NEVER leave your PC unattended while using Elysian Bank Internet Banking.

You agree to ALWAYS exit the system by clicking EXIT after using Elysian Bank Internet Banking.

You agree to notify Elysian Bank at 1-507-267-4326 immediately if you suspect that you’re User ID or Password has become known to any unauthorized person.

**E-Mail Communications**

Electronic messages sent and received via the \*\*\*\*\*\*\*\* option in Elysian Bank Internet Banking are secured. Communications sent over the public internet are not necessarily secure. Therefore, we will not send, and we strongly suggest that you do not send, any confidential information unless using the electronic communication options provided within Internet Banking. You agree that we may take a reasonable time to act on any email. Correspondence that requires expeditious handling, example is unauthorized transaction from one of your accounts should be made by calling Elysian Bank at 1-507-267-4326. You agree that Elysian Bank may send you electronic message, about other products or services we offer.

**Funds Transfer Service**

If you are a consumer, and you have a User ID and Password from Elysian Bank, you will be able to transfer funds between Elysian Bank accounts, as indicated on the customer enrollment form.

The terms that apply to the Funds Transfer Service are as follows:

As an Elysian Bank customer, you can make transfers between Elysian Bank deposit accounts over the internet. All such transfers are subject to the terms of these Funds Transfer Provisions.

By using the Funds Transfer Service (the “Service”), you agree to the following Transfer Provisions.

1. General Information

a) Meaning of terms. As used in the Transfer provisions, the following words have meanings given below.

“You” and “your(s)” refer to each person (including any business) who applies to use the Service, and each person who uses the service with the permission of an applicant. “Business” means any corporation, partnership, Limited Liability Company, sole proprietorship or any other type of entity maintaining a deposit account for commercial purposes. “We,” “us,” “our(s),” “Elysian Bank” or “Bank” refer to Elysian Bank depository institution that holds an account that is accessed by the Servcie. “Business Day” means Monday through Friday, except banking holidays.

b)Authorization to charge accounts. You are responsible for all transfers you or your authorized representatives make using this Service. You authorize us to debit your designated account(s) for any transactions accomplished through the use of the Service. You agree that we may comply with transfer instructions entered by any one person using an authorized User ID and Password, notwithstanding any provision that may be contained in other account documentation purporting to require more than one signature to withdraw funds from the account.

2. If you permit another person to use Elysian Bank Internet Banking or give them your User ID or Password, you are responsible for transfers, payments or advances that person makes from the deposit and credit accounts linked to your service registration even if that person exceeds your authorization.

3. Funds Transfer Service Particulars

a) Types of Tranfers; Posting. You can transfer funds between your deposit account(s) using Elysian Bank Internet Banking. Transfers will not be reflected in your account until the next business day after your complete the transaction.

You can also transfer funds between your deposit accounts and certain loan accounts using Elysian Bank Internet Banking. Transfers to a loan account will not be reflected in your account until the next business day after you complete the transaction.

Limits on Transactions. There is a maximum dollar limit on any transfer equal to the available balance in your account you are making the transfer from.

Availability. Funds must be available in the account from which you wish to transfer funds on the date you enter the transaction.

Restrictions on Transfers from Savings and Money Market Accounts. Under Federal Reserve Board Regulation D, you may make an unlimited number of deposits or transfers into a savings account or money market account; however, you may make no more than six transfers or withdrawals out of such an account per monthly statement cycle (not counting transactions made at ATMs or in person at Elysian Bank). Transfers made by telephone, personal computer or funds automatically transferred from a savings or money market account to another deposit account are counted toward the six total permitted transfers or withdrawals. If your transactions exceed the legal limit, we will contact you. If you exceed the restrictions more than three times during a 12 month period, we will close the savings or money market account and transfer the funds to a checking account.

Documentation and Verification of Transfers. The date and amount of transfers made through Elysian Bank will be shown on the transaction history screen and will also be shown on your printed statements from the account from which and to which the transfer is made.

Address and Telephone Number for Notification of Unauthorized Use. If you believe your User ID or Password has become known by an unauthorized person, or that someone has transferred money without your permission, call Elysian Bank immediately at 1-507-267-4326 or write to Elysian Bank, PO Box 179, Elysian, MN 56028. If you suggest that an unauthorized transfer may have occurred, we will require you to sign an affidavit.

 Also contact us with any other questions or problems that you may have regarding the Service

 Including:

You have a problem with a transfer you authorized, or your statement reflects a transfer you think is in error. You need to obtain documentation concerning a transfer previously issued from your account.

4. Disclosure of Account Information

We may disclose information to third parties about your account or the payments or transfers you make:

\*When necessary for verifying or completing payments or transfers, or to resolve a problem related to a payment or transfer;

\*To verify the existence and status of your account for a third party such as a credit bureau or merchant;

\*At the Bank’s discretion, to any of our subsidiaries or affiliates;

\*If you give us your written (including electronic message) permission; or

\*As otherwise permitted or required in the Bank’s Deposit Agreement and Disclosures or other

applicable agreements, or by law or government regulations.

5. Additional Provisions Applicable Only to Business Accounts

When you transfer funds using Elysian Bank in connection with business accounts, the information in this section applies to you.

a) Enrollment. Only those individuals authorized through a resolution will be allowed to enroll in the Elysian Bank Internet Banking program on behalf of the business.

b) Protecting your User ID and Password. You agree that we may send confidential mailing, including User ID and Password confirmations, to the current address shown in our records for your primary checking account, whether or not that address includes a designation for delivery to the attention of any particular individual; and you further agree that Elysian Bank will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at your place of business.

c) You AGREE to:

(1)Keep your User ID and Password secure and strictly confidential, providing them only to authorized signers on your account(s) or other trusted employees, agents, etc. who you want to act as your representative to access your account(s);

(2)instruct each person to whom you give your User ID and Password that he or she is not to disclose them to any unauthorized person; and

(3)immediately notify us and select a new User ID and Password if you believe your confidential codes may have become known to an unauthorized person.

d) The Bank shall have no liability to you for an unauthorized payment or transfer made using your User ID and Password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We reserve the right to suspend or cancel your User ID and Password, even without receiving such notice from you, if we suspect they are being used in an unauthorized or fraudulent manner.

e) Your Obligation to Examine Records and Report Discrepancies. The Bank provides no separate written confirmation of individual payments or transfers. Confirmation is provided through online information available from the Service and through your periodic account statements. You agree to examine your statement promptly and to notify us immediately of any discrepancy between the statement and your other account records.

f) You also agree to notify us immediately of any discrepancy you may find in reviewing online information. In no event shall the Bank be liable for interest compensation as described below, unless we are notified of a discrepancy within 30 days from the date of your first statement reflecting the discrepancy.

(1)Acknowledgment of Commercially Reasonable Security Procedures. By using the Service, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions, which are commercially reasonable. You agree to be bound by any instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we have had reasonable opportunity to act on such notice).

(2) Limitation of Bank’s Liability. If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less that the amount per your instructions, unless otherwise required by law our liability shall be limited to the interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment transfer, but in no event shall we be liable to both parties, and out payment to either party shall fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest thereon form the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days’ interest. If we become liable to you for interest compensation under this agreement or applicable by law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year. Unless otherwise required by law, in no event will the bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorneys’ fees, even if we are advised in advanced of the possibility of such damages.

6. Miscellaneous Provisions Related Agreements

Your Elysian Bank accounts accessed by Elysian Bank Internet Banking continue to be governed by the following Elysian Bank Agreements and documents, as they are amended from time to time: (1) Deposit Agreement and disclosures, (2) the applicable Personal or Business Schedule of fees, (3) the applicable Miscellaneous Fees for Personal or Business Accounts.

7. Our Ability To Terminate Services

You are responsible for complying with all the terms of this Agreement and with the terms of the agreements governing the accounts to or from which transfers are made using the Service. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not pay any fee when due, or if you do not comply with any agreement governing your accounts, or if any such account tis not maintained in good standing.

We can also terminate the Service if we believe that an actual or potential unauthorized use of your User ID, Password or account may be occurring.

Elysian Bank reserves the right to terminate your access to Elysian Bank Internet Banking or any portion of it in its sole discretion, without notice and without limitation, except as may be required by law.

8. Amendment

We can amend this agreement upon notice to you, which you agree may be sent by e-mail. Any notice will be effective not later than ten (10) days after we send the notice (unless a law or regulation requires a longer notice period), whether or not you have retrieved the notice by that time.

9. New Services

We may, from time to time, introduce new services that are part of Elysian Bank Internet Banking. We will update this Agreement to notify you of these new services. By using Elysian Bank Internet Banking after those new services become available, you agree to be bound by the terms contained in the revised agreement.

10. Virus Protection

You agree that Elysian Bank is not responsible for any electronic virus that you may encounter using Elysian Bank Internet Banking. We encourage you to routinely scan your PC and diskettes using a reliable and updated virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files, and even your hardware.

11. Our Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that Elysian Bank nor any of its subsidiaries or affiliates nor any third party service providers engaged by Elysian Bank to perform any of the services connected with Elysian Bank Internet Banking shall be responsible for any damages, loss, property damage or bodily injury, incurred as a result of your using or attempting to use the Elysian Bank Internet Banking, whether caused by the equipment, software, internet browser, internet access providers, on-line service providers or an agent or subcontractor of any of the foregoing. Nor shall Elysian Bank or any third party service providers engaged by Elyian Bnk be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, Elysian Bank Internet Banking or internet browser or access software, or from the unavailability of Elysian Bank Internet Banking or for any errors in information provided through that service.

12. Charges and Fees

Customer Service requests for which you may be charged by Elysian Bank are normal service charges that were disclosed at account opening and in any subsequent editions of or amendments to your Account Disclosure brochure. Please request the latest version of your Account Disclosure document for more information.

 Transfers of funds between your accounts using Elysian Bank Internet Banking are free. If you

 have a Money Market Account or a Savings account, the number of transactions that you are

 allowed during a monthly statement cycle is limited. Transfers through Elysian Bank Internet

Banking are counted, and if you exceed the total number of authorized transactions for those accounts, you will be contacted.

Agreement and Disclosure and the Customer Enrollment Form, contain the entire understanding between you and Elysian Bank concerning the Elysian Bank Internet Banking service, and supersede any verbal conversations, other communications, and previous agreements, if any.

YOUR AGREEMENT TO THESE TERMS AND CONDITIONS

Your registration for Elysian Bank Internet Banking confirms (1) your agreement to be bound by all terms and conditions of this agreement and (2) your acknowledgment that you received and understand the terms of this agreement.

By signing the enrollment form, I agree to the following Elysian Bank Internet Banking terms:

 Elysian Bank may send me electronic messages about other products and/or services we offer.

I am responsible for all transfers I or my authorized representatives make using the Elysian Bank Internet Banking service I authorize you to debit my designated account(s) for any transactions accomplished through the use Elysian Bank Internet Banking . I agree that you may comply with transfer instructions entered by any one person using an authorized User ID and Password, notwithstanding any provision that may be contained in other account documentation purporting to require more than one signature to withdraw funds from the account.

If I permit another person to use Elysian Bank Internet Banking or give them my User ID or Password, I am responsible for transfers, payments or advances that person makes from the deposit and credit accounts linked to my Elysian Bank Internet Banking registration even if that person exceeds my authorization.

My Elysian Bank accounts accessed by Elysian Bank Internet Banking continue to be governed by the following Elysian Bank agreements and documents, as they are amended from time to time: (1) Deposit Agreement and Disclosures, (2) the applicable Personal or Business Schedule of Fees, (3) the applicable Miscellaneous Fees for Personal or Business Accounts.

I agree that Elysian Bank is not responsible for any electronic virus that I may encounter using Elysian Bank Internet Banking. You encourage me to routinely scan my PC and diskettes using reliable and updated virus protection product to detect and remove any viruses found. Undetected and unrepaired, a virus may corrupt and destroy my programs, files and even my hardware.

Except as specifically provided in this Agreement or where the law requires a different standard, I agree that Elysian Bank nor any of its subsidiaries or affiliates nor any third party service providers engaged by Elysian Bank to perform any of the services connected with Elysian Bank Internet Banking shall be responsible for any damages, loss, property damage or bodily injury, incurred as a result of my using or attempting to use the Elysian Bank Internet Banking Service, whether caused by the equipment, software, Internet browser providers, Internet access providers or on-line service providers or an agent or subcontractor of any of the foregoing. Nor shall Elysian Bank or any third party service providers engaged by Elysian Bank be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, Elysian Bank Internet Banking or Internet browser, or access software, or from unavailability of Elysian Bank Internet Banking or for any errors in information provided through that service.