

## White Earth Investment Initiative

### Agreement and Disclosures

#### Online Services TERMS AND CONDITIONS AGREEMENT

This Agreement describes your rights and obligations as a user of the Online Account Inquiry Service and all other services made available online by White Earth Investment Initiative. It also describes the rights and obligations of White Earth Investment Initiative. Please read this Agreement carefully. As an authorized loan customer you must abide by the terms and conditions of this agreement in order to use this Service. If you do not agree to these terms, do not complete your registration for the Services or use the Services.

#### CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

By selecting the "I Accept" button below, you are (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with White Earth Investment Initiative for the provision of certain Online Services, may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the Services may also be in electronic form.

You are also acknowledging receipt of the following information and agree that:

\*You will check your e-mail regularly for Notices from White Earth Investment Initiative.

\*You will provide accurate, current and truthful registration information and contact information (including your e-mail address) and that you will keep this contact information up-to-date with White Earth Investment Initiative.

\* We may provide you with this Agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into and are entering into an agreement electronically that will govern all future transaction you conduct using the Service.

\* We may provide you revisions and amendments to the Agreement and such other information, including but not limited to information under Regulation E and under other applicable banking or financial services laws or regulations in connection with the Service, electronically as a part of the Agreement or otherwise as a part of the Services. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Service, we only provide these documents electronically.

\* You have a right at any time to withdraw, without service charges, your consent to receive information electronically. However, because the Agreement and the Information are provided only in electronic format, your withdrawal of consent will terminate all the Services.

\* If you wish to withdraw consent to receive information electronically, to terminate the Services, or to update your information such as a change of address, or email address, you may call White Earth Investment Initiative at 218-983-4020, or write a letter and send it to:

White Earth Investment Initiative  
Attention: Audra  
PO Box 38  
Ogema, MN 56569

\* You are able to access information that is provided in the same manner as the information and the Services via the Internet.

#### DEFINITIONS

The following definitions apply in this Agreement.

**"Online Services"** is the Internet-based service providing access to your account(s) under the terms set forth in this Online Services Terms and Conditions Agreement.

**"Online Account"** is your White Earth Investment Initiative loan information.

**"Business Day"** refers to Monday through Friday, excluding holidays as determined by White Earth Investment Initiative.

White Earth Investment Initiative's Regular Hours:  
Monday through Friday 8:00 a.m. – 5:00 p.m.

**"Password"** is a series of numbers, special characters and/or letters that you select after the initial sign-on that establishes your connection to the Service(s). White Earth Investment Initiative will provide you with a code for use during the initial sign-on process.

**"Time of day"** references are to Central Standard Time.

**"White Earth Investment Initiative"**, "we," "us" or "our" refer to White Earth Investment Initiative, which offers the Services provided under this Agreement and holds the accounts accessed by the Services.

### **ACCESS TO SERVICES**

White Earth Investment Initiative will provide online instructions describing how to use the Online Services. To gain access to this Service you will need your Access ID and your Password.

### **HOURS OF OPERATION**

The Service(s) are generally available 24 hours a day, 7 days a week, except during special maintenance and upgrade periods, which are scheduled between 11:00 pm Wednesday to 5:00 am CT Thursday, and 11:00 pm Sunday to 5:00 am CT Monday. When this occurs the service(s) will not be available.

### **FEES**

Currently there is no associated fee to access the Online Services. If and when fees are assessed a minimum of 30 days notice will be given to Online Services customers.

### **USE OF YOUR SECURITY PASSWORD**

The safety of our customers' accounts and account information is of paramount importance to White Earth Investment Initiative. We go through great lengths to protect confidentiality and the security of your account, and urge you to do the same. You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions initiated through the Services with your White Earth Investment Initiative Access ID, up to the limits allowed by applicable law. While White Earth Investment Initiative continues to provide our customers with the level of online security we believe necessary and appropriate, customers who share their Access IDs and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. No representative from White Earth Investment Initiative will ever call or e-mail and ask for your Access ID or User Password; however, if you contact White Earth Investment Initiative you may be asked for your Access ID and other personal information to verify your identity.

### **IF YOUR PASSWORD HAS BEEN LOST OR STOLEN**

If your Password has been lost or stolen, call White Earth Investment Initiative immediately at 218-983-4020.

### **STATEMENTS**

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

## **LIMIT OF WHITE EARTH INVESTMENT INITIATIVE'S RESPONSIBILITY**

White Earth Investment Initiative agrees to make reasonable efforts to ensure full performance of Online Services.

Any information you receive from White Earth Investment Initiative is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. White Earth Investment Initiative is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information.

White Earth Investment Initiative is not responsible for any fees incurred for Internet access, or for any computer virus or related problems that may be attributable to services provided by any Internet access service provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for Online Services. White Earth Investment Initiative will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

The limit of White Earth Investment Initiative's liability shall be as expressly set forth herein. Under no circumstances will White Earth Investment Initiative be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all rights to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

## **ELECTRONIC MAIL (EMAIL)**

**If you send White Earth Investment Initiative an electronic mail message through the Service, White Earth Investment Initiative will be deemed to have received it on the following Business Day.**

Emails will be answered within a reasonable timeframe.

**You should not rely on electronic mail if you need to communicate with White Earth Investment Initiative immediately.**

You agree that White Earth Investment Initiative may respond to you by electronic mail with regard to any matter related to the Service. Any such electronic mail sent to you by White Earth Investment Initiative shall be considered received within three (3) days of the date sent by White Earth Investment Initiative, regardless of whether or not you sign on to the Service within that time frame.

## **OTHER AGREEMENTS**

In addition to this Agreement, you and White Earth Investment Initiative agree to be bound by and comply with the requirements of the agreements applicable to your accounts. Your use of the Online Services is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you receive your loans at White Earth Investment Initiative. All terms and conditions of the disclosures provided to you at account opening, including but not limited to, the Truth in Savings, Regulation E Disclosure, Depositor's Agreement and Terms and Conditions apply to this Service.

## **MODIFICATIONS TO THIS AGREEMENT**

White Earth Investment Initiative may modify the terms and conditions applicable to either Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Services

in whole or in part at any time without prior notice.

## **DISCLOSURE OF INFORMATION TO THIRD PARTIES/ PRIVACY POLICY**

A copy of White Earth Investment Initiative's Consumer Privacy Statement is available upon, or can be mailed to you upon request by calling White Earth Investment Initiative at 218-983-4020, or writing a letter and sending it to:

White Earth Investment Initiative  
Attention: Audra  
PO Box 38  
Ogema, MN 56569

You can also access our Policy online by clicking on the Privacy Notice link on the White Earth Investment Initiative Website (<http://www.whiteearthinvestmentinitiative.com>). By registering for the Services as a new member, or registering for a new Service, or continuing to use the Services following your registration, you authorize the collection, use, and disclosure of personal information by White Earth Investment Initiative as provided under the then-current White Earth Investment Initiative Consumer Privacy Statement.

## **INACTIVITY / TERMINATION**

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using Online Services. We can terminate your Online Services under this Agreement without notice to you for any reason if you do not comply with the Agreement governing your loan accounts, or your accounts are not maintained in good standing.

We may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 180 day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

To cancel the Online Banking and/or Online Bill Payment Service, you must notify White Earth Investment Initiative in writing. Your notification should include your name, address and the effective date to stop the service(s). When Online Bill Payment is terminated, any pre-scheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment Service will be assessed at the end of your statement cycle. These written requests should be mailed to:

White Earth Investment Initiative  
Attention: Audra  
PO Box 38  
Ogema, MN 56569

## **GOVERNING LAW**

This Agreement is governed by the laws of the State of Minnesota and applicable federal law(s).

These fees are subject to change. White Earth Investment Initiative will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.

Last Revised: June 12, 2017