

1. Coverage. This Agreement applies to your use of our commercial Internet banking service, Cherokee Online Business Plus ("Business Plus"). Business Plus permits you to access certain of your accounts with BankCherokee via the Internet for services selected by you and agreed upon by us. In this Agreement, the terms "you" and "your" refer to the depositor on a commercial account accessible by Business Plus, and the terms "us," "we," and "our" refer to BankCherokee ("Bank").
2. Enrollment/Application Forms. To establish Business Plus, you must complete certain enrollment forms or other documents ("Enrollment Forms") evidencing your desire to access your accounts using Business Plus and identifying the specific accounts that will be accessible (the "Account(s)"). The specific services available to you are identified in your Business Plus Enrollment Forms. Your signature on the Enrollment Forms constitutes your agreement to the terms of this Agreement. Additional information relating to Business Plus is included through the on-line help function or instructions provided to you and such materials are incorporated into this Agreement by reference.
3. Your Responsibility. You are responsible for selecting all systems, hardware, your Internet service provider and for any defect, malfunction or interruption in service or security due to hardware failure, your choice of Internet service provider and systems and computer services. We have no responsibility or liability for same.

BUSINESS PLUS IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF BUSINESS PLUS IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT BUSINESS PLUS WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO WE MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF BUSINESS PLUS. WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO BUSINESS PLUS.

4. Access Codes. You agree to identify, in your Enrollment Forms, a person to be your authorized Administrator. We will issue a Password or other access code ("Password(s)") to the authorized Administrator, which will allow the authorized Administrator to access all of the accounts available to you using Business Plus. You understand and agree that upon receipt of the initial Password by the authorized Administrator, the authorized Administrator will have full access to perform all of the services we provide to you over Business Plus. You understand and agree that the authorized Administrator also has the authority to assign Passwords to other persons, to identify services that may be performed using each Password, and to amend and revoke assigned Passwords and access codes.
5. Customer Liability. You are responsible for maintaining the confidentiality of the Passwords. You understand and agree that you are responsible for all transactions incurred using your Passwords. You agree to disclose Passwords only to those individuals authorized to use Business Plus or a particular level of service in Business Plus. Anyone to whom you disclose your Passwords and anyone who has access to your Passwords will have full access to the services you can perform on Business Plus, including full access to your Accounts. The person's authority will be limited only to the extent that the Password was established with limitations on Business Plus that could be performed using that Password. We are entitled to presume that all communications containing proper Passwords are authorized by you and to act upon those communications, and you will be bound by any transaction performed by any person using that Password. You assume full responsibility and liability for the consequences of any misuse or unauthorized use of or access to Business Plus or disclosure of any confidential information or instructions of yours by your employees, agents or other third parties that gain access to your Passwords. The use of the Password as a security measure supersedes any other security procedures in agreements you have with us relating to funds transfers such as a wire transfer agreement or ACH Agreement.

6. Contact in Event of Unauthorized Access. Tell us at once if you believe any of your Passwords have been lost, stolen or otherwise available to an unauthorized person. Notifying us by phone is the best way of keeping your possible losses down. If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (651) 227-7071 or email us at info@bankcherokee.com.

7. Business Days. Our business days are Monday through Friday. The following holidays are not included as business days: New Years Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Eve Day (PM only) and Christmas Day. We can process a fund transfer on the same business day as your instructions, if we receive your instructions before Business Plus cutoff hour of 6:00 p.m. (Noon on Christmas Eve Day) on a business day. Wire transfer cutoff is 2:00 p.m. If we receive your instruction after the end of our business day, we will process the transaction on our next business day. If you schedule a fund transfer for a future date, we will process the transaction after the close of business on that date, if that day is a business day. If the date you request for a future transfer or payment is not a business day, we will process the transaction on the business day immediately preceding the date you have requested. If you schedule a recurring funds transfer and the payment date does not exist in a month, the payment will be processed on the last business day of that month.

8. Functions. Using your Access ID and Password you can perform all of the functions described in the Enrollment Forms, in connection with the Accounts described in the Enrollment Forms, and you can:
 - view account information
 - transfer funds
 - make payments to your loan accounts with us
 - initiate stop payment orders
 - transfer funds to accounts at other financial institutions
 - originate federal and state tax payments

9. Canceling Funds Transfers.
 - Canceling an Order. You may cancel or change a pending funds transfer by selecting and accurately completing the appropriate fields from the funds transfer menu before the day the transaction is to be processed by us.

 - Preauthorized Transfers. If you tell us in advance to make a regular transfer at a regular time out of your Account without further action by you (a preauthorized transfer), you can stop these payments either by following the procedure in the preceding paragraph, or you can call us at (651) 227-7071 or write us at Cash Management Coordinator, BankCherokee, 607 Smith Avenue South, Saint Paul, MN 55107-2698, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing in a form approved by us and get the form to us within 14 days after you call. We will require that you tell us the exact amount of the debit, the next date the debit is to be made and the exact name of the payee. If you stop payment of such a preauthorized transfer in accordance with the terms of this Agreement, we will stop the next debit and all subsequent preauthorized payments to that payee.

 - Our Rights. If we fail to cancel or stop any funds transfer, we have all of the rights given to us under our Deposit Account Agreement with you for failing to comply with a valid stop payment request as though the transfer request is a check.

10. Overdrafts. When you schedule a funds transfer using Business Plus, you authorize us to withdraw the necessary funds from your designated Account with us. We deduct the amount of your funds transfer from your designated Account on the date we process your instruction. Each instruction to us to withdraw or transfer from an Account is an order to us to pay from that Account at that time or on a later date, if any, indicated in the instruction. We may charge payments against the Account even though the charge creates an overdraft, or we may refuse to make payments if the charge creates an overdraft. If you overdraw your Account, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the Account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that Account rather than this Agreement.

11. Fees. We will charge you Business Plus fees, if any, identified in our current fee schedule, account information brochures and / or disclosures available from us, and as they may be amended by us from time to time, and otherwise in accordance with our Deposit Account Rules.

12. Periodic Statements. Your Business Plus account activity will appear on your periodic account statement that you will receive at least monthly.

13. Our Obligation to Make Transfers. We are not obligated to make any transfer:
 - If, through no fault of ours, your Account does not contain sufficient collected funds to make the transfer.
 - If the money in your Account is subject to legal process or other encumbrances restricting the transfer.
 - If the transfer would go over the credit limit on your overdraft credit plan, if any.
 - If a transfer system was not working properly and you knew about the breakdown when you started the transfer.
 - If circumstances beyond our control (such as fire, flood or power failure) prevent the transfer or use of Business Plus despite reasonable precautions that we have taken.
 - If incomplete or inaccurate information is forwarded to us by you or through an automated clearinghouse.
 - If you have not properly followed the instructions for using Business Plus.
 - If your operating system is not properly installed or functioning properly.
 - For errors or failures from any malfunctions of your browser, Internet service provider, computer, computer virus or other problems relating to the computer equipment you use with Business Plus, including, without limitation, your inability to access Business Plus or any part of Business Plus.
 - For a failure to provide access or for interruptions in access to Business Plus due to system failure.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, OUR SOLE RESPONSIBILITY FOR AN ERROR BY US OR OUR THIRD PARTY PROVIDER IN TRANSFERRING FUNDS, PAYING A BILL, OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE TO CORRECT ANY ERRORS [AND PAY ANY PENALTIES AND ASSOCIATED LATE CHARGES TO THE PAYEE], BUT IN NO CASE WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR IN ANY WAY RELATED TO BUSINESS PLUS OR OUR PERFORMANCE HEREUNDER.

In no event will our liability for any direct damages arising from or relating to this agreement, Business Plus or the Internet generally exceed the total fees incurred by you during the three (3) months immediately preceding accrual of such cause of action. If you are dissatisfied with Business Plus, your sole and exclusive remedy shall be for you to discontinue use of Business Plus and / or terminate this agreement in accordance with section 15.

You agree to indemnify and hold us harmless from any and all claims, demands, actions, suits, damages, judgments, liabilities, costs and expenses, and attorney's fees arising out of or resulting from your use of Business Plus or your breach of any of your obligations under this agreement. Your obligation to indemnify us shall survive termination of this agreement.

14. Termination. We may modify, suspend or terminate your privilege of using Business Plus and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate Business Plus, we will try to notify you in advance but are not required to do so. You will be notified as soon as possible. You may terminate Business Plus upon our receipt of written notice from you. Termination shall not affect the rights and obligations of the parties for transactions made with Business Plus before we have had a reasonable time to respond to your termination request.

You must cancel all future funds transfers, whether recurring or individual payments, when you terminate Business Plus or we may continue to process such payments.

15. Third Parties. You understand that third parties other than us provide support and services relating to Business Plus, and you authorize us to contract with third parties to provide such support and service. You release us from any liability for failures, acts or omissions of any third party system operator including, but not limited to, unauthorized access to theft or destruction of your information or instructions.
16. Amendment. We may amend this Agreement at any time. Notice will be sent to you at your current address in our files. Amendments will be effective upon the date indicated in the notice.
17. General. This Agreement is intended to supplement and not to replace other agreements between you and us relating to your Accounts, including, without limitation, our Deposit Account Rules, ACH Agreements and Wire Transfer Agreements. In the event of a conflict between this Agreement and any other Account rules and agreements that apply to your Accounts or the functions performed using Business Plus, this Agreement shall govern and prevail. This Agreement is binding upon and inures to the benefit of the parties and their personal representatives, successors and assigns. The internal laws of the State of Minnesota govern this Agreement.

Additional Provisions. NONE