

Participant Terms and Conditions

Please read these terms and conditions carefully. If you accept these terms by scrolling down and clicking on "I accept" you will enter into a legally binding contract with Alerus Financial, N.A. regarding the use of this website and the electronic access, monitoring and control of your retirement account. The Municipal Employees' System of Michigan ("MERS") is expressly intended to be a third-party beneficiary of this contract as specifically set forth herein.

You are currently using the Alerus website for retirement plan participants (the "Site"). You may use this Site to access your retirement plan account ("Account") information, provide investment direction for the Account and take other actions permitted by the terms of your retirement plan and made available through the Site ("Online Services"). Alerus Financial, N.A. ("Alerus") provides the Site and Online Services to you subject to the terms and conditions ("Terms and Conditions") contained herein.

NOTICE

This Agreement is subject to a binding arbitration clause and waiver of class action described in the section of this Agreement entitled "Dispute Resolution." There is no judge or jury in arbitration and court review of an arbitration award is limited. You may opt out of this arbitration clause by notifying Alerus in writing within 60 days of the date you first consent to this Agreement containing the arbitration clause. You may opt out by sending your written notice to:

**Alerus Financial, N.A.
Attn: Legal Compliance
P.O. Box 6001
Grand Forks, ND 58206-6001**

Include your name, your residence address and a clear indication that you wish to opt out of the Agreement's arbitration clause. If you opt out, neither you nor Alerus will be subject to binding arbitration.

Binding Contract: This agreement is subject to the Federal Electronic Signatures in Global and National Commerce Act (E-SIGN). By clicking on "I accept" you are creating a legally binding contract (the "Agreement") between you and Alerus. Alerus provides record keeping, daily operational and custodial services to MERS for your Account. **You are consenting to the Terms and Conditions of this Agreement including but not limited to addressing your ability to:**

- **Access your Account electronically;**
- **Provide electronic investment direction;**
- **Complete various other transactions affecting your Account and its investments;**
- **Receive electronic notifications.**

This Agreement applies to your use of this Site and investment directives, withdrawal requests or other transactions you may initiate via the Site. The Agreement supplements other agreements which may exist between you, your employer, MERS and Alerus.

Consent Withdrawal: If you accept these Terms and Conditions, you have the right to later withdraw

your consent prospectively at any time. Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. To withdraw your consent, you must contact us at 833-325-3787. Withdrawal of consent may result in the termination of your access to the Site.

Right to a Paper Copy: Upon request, you are entitled to receive a paper copy of this Agreement or any electronic notice that you receive from the Site. You may request a copy by contacting us at 833-325-3787.

Hardware and software you will need.

To access Online Services on a traditional computer, you will need:

- A computer with certain browsers that are up-to-date, have a high security standard, and are compatible with and supported by your operating system.
- An internet connection with an internet browser that is up-to-date, has a high security standard and is compatible with and supported by your operating system.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit, or a printer, if you wish to print or retain any electronic documents.
- An e-mail account with an internet service provider and e-mail software
- Software that accurately reads and displays .pdf files (such as a current version of Adobe Reader)

To access Online Services on a mobile device, you will need:

- A mobile device with any of the following operating systems: Android or iOS
- A data plan provided by your mobile carrier.
- To access Online Services, a mobile browser that is compatible with and supported by your operating system (such as Chrome or Safari).
- To access Online Services through one of our mobile applications, you will need to download the applicable Alerus application at your respective app store.
- If you wish to view .pdf files on your mobile device, software that accurately reads and displays .pdf files (such as the mobile version of Adobe Reader).

You should check these terms occasionally for updates on supported software. From time to time, we may offer services or features that require that your internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration.

We reserve the right to discontinue support of a current version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with the Site.

Terms and Conditions

The following are the Terms and Conditions for our Agreement:

Responsible Use

As a consumer you have an obligation to responsibly use the Site. Your obligations include the following:

1. Protect Your Access Security Identifiers – You must take reasonable steps to secure your user ID, password or other unique evidence or factors used to obtain access to the Site, the Online Services or your Account (together “Access Security Identifiers”). You are responsible for all transactions and other activities that occur or are undertaken using your Access Security Identifiers, including, without limitation, those transactions and activities taken by anyone accessing the Site, the Online Services or your Account via your Access Security Identifiers. We have no responsibility for establishing the identity of any person or determining the validity of any Account activity if you fail to secure your Access Security Identifiers.

2. Keep your contact information up to date. You must promptly notify us of any change in your physical address, email, mobile phone number or other unique identifier used to contact you (“Contact Information”). We use this information to notify you of Account activity or other matters pertinent to your Account. In addition, maintaining accurate Contact Information is important for our implementation of multi-factor or other types of account user authentication. The Site will provide you with instructions regarding the process to update your Contact Information.

3. Monitor Contact by Alerus or MERS to you. You must review your Account statements, transaction confirmations, notifications or other contact from us (“Account Information”) upon receipt.

4. Notify Alerus immediately if you suspect a problem. You must notify us immediately upon receipt of Account Information that indicates that your user ID, password or other Access Security Identifier has been lost, stolen or otherwise compromised or if you have reason to suspect fraud, identity theft, unauthorized activity or error regarding your Account.

Your Account and Investment Direction

In addition to being subject to the Terms and Conditions of this Agreement, your Account remains subject to the terms and conditions of your retirement plan and trust, except where it is noted in this Agreement. Additionally, each Account will be subject to the following:

- the terms or instructions appearing on a screen when using the Site and its Online Services;
- Alerus and/or MERS rules, procedures and policies applicable to each Account and Online Service;
- the rules and regulations of any funds transfer system used in connection with the Account and the Online Service
- applicable state and federal laws and regulations.

You may access the Site to obtain balances, transaction history and other information and to initiate certain transactions regarding your Account.

To access your Account you must have Access Security Identifiers and the required hardware and

software. Subject to the terms of this Agreement, you will generally be able to access your Account through the Site seven days a week, 24 hours a day. A transaction or investment direction completed through the Site before the cutoff time on a business day will generally be posted to your Account the same day.

Transactions completed after the cutoff time on a business day or on a day that is not a business day, will generally be posted on the next business day. The cutoff time is 3 p.m. (Central Time). Every day is a business day except Saturdays, Sundays, and New York Stock Exchange and other bank holidays.

At certain times, the Site may not be available due to system maintenance or circumstances beyond our control. During these times, you may use our Voice Response Unit (VRU) by calling 800-795-2697.

Alerus may deviate from its customary processing timeframes in the event of receipt of incomplete data from the plan sponsor, interruptions or delays affected by information or communication systems, exchange or market rulings, disruptions in orderly trading on any exchange or market caused by market volatility or trading volume, suspension of trading, computer failures, operational system failures, or "Acts of God." (collectively, hereafter a "Processing Delay.") In the event of a Processing Delay, Alerus shall not be liable for loss of investment return, diminution of value or other claims, if it takes reasonable steps to act as soon as administratively feasible following knowledge of the Processing Delay.

In addition, Alerus and MERS are not obligated to honor, in whole or in part, your investment transaction or other instruction which:

- is not in accordance with any term or condition applicable to the relevant Online Service or Account;
- Alerus and MERS have reason to believe may not be authorized by you or any third person whose authorization Alerus and MERS believe is necessary or involves funds or investments subject to a hold, dispute, restriction or legal process Alerus and MERS believe prevents their withdrawal or transfer;
- would violate any applicable rule or regulation of any other federal or state regulatory authority; or
- is not in accordance with any other requirement of our applicable policies, procedures or practices; or Alerus and MERS have reasonable cause not to honor for our or your protection.

You may only provide investment direction for your Account as specifically outlined on the Site. Unless you are explicitly directed in writing (via paper or electronic communication) by an Alerus or MERS customer service representative, you may not provide investment direction to us via email, voice mail, chat room discussion, instant messaging or other electronic device.

Investment products are offered by MERS. THEY MAY LOSE VALUE. THERE IS NO BANK GUARANTEE. INVESTMENT PRODUCTS ARE NOT COVERED BY FDIC INSURANCE.

No Investment or Legal Advice

Neither MERS, Alerus, any of their employees, agents, subcontractors nor any related third party may offer you legal, tax, accounting or investment advice. Investment planning tools, mutual fund information, articles or other information provided to you via the Site or in any other format (whether paper or electronic) is solely intended to be general educational material. You are responsible for determining whether any investment, investment strategy, security or related transaction is appropriate for you based upon your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific tax, investment or other circumstances.

Use of Linked Sites

In addition to Online Services offered directly by Alerus on the Site, you may access additional online services from independent third party service providers through Site links. If you leave the Site to use the services of, or complete transactions with, an independent third party service provider, your use of the third party service provider's site and services (the "Linked Site") will be governed by the terms of use of the provider of the Linked Site. As used here, "Linked Sites" include, but are not limited to, co-branded Web sites - sites displaying an Alerus header but also including the name of the third party provider - and independent third party web sites reached through navigation from the Site or other Linked Sites.

The terms of use applicable to each Linked Site may be presented to you on the Linked Site. In the event you choose to use the services available at a Linked Site, you agree to read and adhere to the policies and terms and conditions applicable to that site. In the event you are not presented with terms of use applicable to a Linked Site, the Terms and Conditions of this Agreement shall govern your use of that site.

By accepting these Terms and Conditions, you acknowledge and agree that the material, information, content, products and services offered or provided at the Linked Sites or by the Linked Site providers, including without limitation any and all promotions and advertising, are not supplied or controlled by Alerus.

While Alerus and MERS do our best to work with reputable companies, Alerus makes no promises regarding the materials, information, content, products or services provided at the Linked Sites. In addition, any advice, opinions, or recommendations provided by the Linked Site providers are those of the providers and not of Alerus. Your participation in any Linked Site, including payment for and the delivery of goods or services, is based solely on an agreement between you and the Linked Site provider.

Dashboard and Financial Fitness

Accounts The Site will give you the ability to link your checking, savings, credit cards, and retirement accounts with other financial services companies to track balances, budgets, and investments in one place. When you link accounts, balances are updated automatically. This linking functionality is powered by Evestnet Yodlee ("Yodlee") and use of this function is subject to a separate Yodlee Terms of Use. To link accounts through Yodlee, you will be asked to select the account and enter the required Username and password for access. You may also add an account manually to be included in your comprehensive view of accounts.

Financial Wellness Envestnet Retirement Solutions, LLC (“ERS”) has developed a unique approach to individual financial assessment and guidance using software specifically designed for this purpose. You have the ability to access and use the software on the Site. The software uses algorithms (mathematical models) to analyze your current financial condition and generate suggested actions which may improve your desired financial outcomes. Each fitness goal is analyzed and scored individually, and the individual scores are then aggregated to provide an overall financial fitness score. The *ERS Financial Fitness App Methodology & Disclosure Document* is available through online access and the mobile app and includes further details regarding the algorithms used in the software.

Each time you use the software or its output, it is your responsibility to verify the accuracy and appropriateness of the inputs, assumptions, and other information you provide for the Site’s financial analysis. Your results may vary with each use and over time due to updates to the software, changes in your personal situation, goals and priorities, or changes in assumptions. It is advisable that you return periodically (preferably at least monthly) to review and update your information that will be used for an updated analysis. The software is offered as general and educational information only, and is not intended to provide financial, legal, tax or investment advice. We cannot and do not guarantee their applicability or accuracy in regards to your individual circumstances. We encourage you to seek personalized advice from qualified professionals regarding all personal finance issues.

The probability of success for the retirement planning workout using the ERS software is determined by the percentage of successful trials resulting from 1,000 Monte Carlo simulations. The simulations use ERS forward-looking capital market assumptions for risk, return, and correlation of the asset classes allocated in the manner of the client’s current retirement plan investments. It is assumed the investment portfolio will be rebalanced back to the original allocation at the end of every calendar year. Successful trials are those that have at least a \$1 investment balance in the year following the user’s life expectancy plus five years. At least 750 of the 1000 Monte Carlo trials must be successful for the associated income level to have a reasonable chance of success. The highest income level meeting these requirements is what the user’s current savings and investment plan can be reasonably expected to achieve. This value is then compared to the user’s desired income replacement level to determine the workout score. A 90% chance of success is considered a perfect score so any probability at or above this level receives full score. Probabilities below 90% are scored based on their proportion to 90%.

Track Your Money/Create a Budget The Financial Wellness software includes a budgeting tool which enables the construction of a basic budget. You will be asked to either manually add or link through Yodlee all recurring monthly expenses and accounts used to pay them.

Goals The Financial Wellness software allows you to establish savings goals for yourself and track progress towards meeting the goals. There are a set of predefined goals and you can also define your own goals. PLEASE NOTE: setting the target account does not mean that the account will be funded automatically. You will need to provide instructions to your financial institution to move the funds from the source account to the target account. You will also need to provide the financial institution with instructions to stop the fund flow.

Financial Calculators Information and interactive calculators are made available to you as self-help tools for your independent use and are not intended to provide investment advice. We cannot and do not guarantee their applicability or accuracy in regards to your individual circumstances. All examples are hypothetical and are for illustrative purposes. We encourage you to seek personalized advice from qualified professionals regarding all personal finance issues.

Downloading to Personal Financial Management Software

Download services for your Account may allow you to download certain information into Quicken®, QuickBooks®, Microsoft® Money, Microsoft® Office Accounting, and other software. Alerus and MERS may identify from time to time on the Site, that you have installed on your computer (collectively "Personal Financial Management Software" or "PFMS"). You are responsible for obtaining a valid and separate license agreement with the provider of the Personal Financial Management Software. Alerus and MERS assume no liability for the Personal Financial Management Software, the security of the PFMS system, the security of your information contained therein, or the security of transmission or downloading of your Account information to the PFMS. In addition, Alerus and MERS are not liable for any loss, damages or expenses of any kind as a result of your reliance upon your Personal Financial Management Software.

Third-Party Software

From time to time, third-party software tools and products (collectively "Third-Party Software") may be available on the Site. If you elect to install the Third-Party Software on your computer you are responsible for obtaining a valid and separate license agreement with the provider. You assume all risk of loss associated with any Third-Party Software you download and install, or any information you enter into the Third-Party Software including but not limited to access by unauthorized third parties, damage to your computer (or other electronic device) or any loss or corruption of data that might occur. In addition, you agree that if you use the Third-Party Software to transmit information, you (and the Third-Party-Software provider) are responsible for the security and confidentiality of that information. You assume the risk associated with Third-Party Software and are solely responsible for any damage that might occur to your computer (or other electronic device) or any loss or corruption of data that might occur. Alerus and MERS assume no liability regarding the content, reliability, accuracy or any other aspect of Third-Party-Software.

Privacy

Alerus and MERS understand the need to safeguard your information and records from unauthorized use and disclosure. The information that you provide to MERS through your use of the Site and Online Services will only be used as explained in this section and subject to Alerus' Privacy Policy and MERS' Privacy Policy.

Although Alerus does not generally disclose customer information to unrelated parties, in order to facilitate your access to the services offered by the third party service providers on the Linked Sites, Alerus may automatically transfer certain information to the providers hosting the Linked Sites when you access a Linked Site. In addition, Alerus may share your information with any of its subsidiaries or the subsidiaries of Alerus Financial Corporation (hereafter "Affiliates"). By accepting these Terms and Conditions, you agree that Alerus may release such information to the Linked Site providers and Affiliates and you release Alerus from any and all liability for transferring and disclosing your information

to the Linked Site providers.

Copyrights/Trademarks/Restrictions on Use

Online Services and the Site are owned and controlled by Alerus and are protected by U.S. copyright laws and international treaties. You are granted a non-transferable, revocable license to use the Online Services and the Site for your personal purposes only. You may not sell, rent, transfer, link to, reproduce or republish all or any portion of the Service or the Site for any commercial or public purpose.

In addition, you may not transfer, assign or sublicense your right to use the Online Services or the Site. Alerus and other parties own the trademarks, logos and service marks ("Marks") shown on the Site and Linked Sites. You are not authorized to use these Marks without express written permission from Alerus or such other parties that own the Marks.

Cookies/Email

In order to personalize your experience and to provide better service and a more effective Web site for you, the Online Services and Site utilize digital "cookies." Cookies are unique random numbers that are assigned to your computer browser in the course of your navigation of a web site.

Cookies are pieces of information stored directly on your device. Cookies provide information that is used for security purposes, to facilitate navigation, to display information more effectively and to personalize/customize your online experience. You can choose to block these cookies as most devices and browsers offer their own privacy settings. Doing so, however, may result in diminished performance on our Site.

Alerus and MERS use email as an important communication channel between our customers and us. You may be asked from time to time to indicate whether you would like to receive email communications from us. Unless you indicate to the contrary, from time to time, Alerus will send you emails regarding new products/services or special offers that Alerus thinks may be of interest to you.

Access Security Identifiers

From time to time you will select Access Security Identifiers (e.g. user ID, password and other factors such as a mobile telephone number or email address) which allow you access to the Site and its Online Services. Your responsibility for transactions and other activities that occur or are undertaken using your Access Security Identifiers includes those transactions and activities that may be taken by anyone using the Online Services after logging in with your Access Security Identifiers. You are also responsible for keeping your Access Security Identifiers confidential and for ensuring that you have logged out of the Site when your session is complete to prevent unauthorized persons from using the Site and its Online Services. You agree that you will be the only person to use the Access Security Identifiers, that you will not transfer or disclose them to any other person, and that you will be responsible for all usage of the Online Services whether or not authorized by you. You agree to immediately notify MERS or Alerus of any actual or suspected unauthorized use of Online Services or other access to your Account.

Alerus and MERS are entitled to act on instructions received via your Account Access Identifiers. You are responsible for keeping your Account Access Identifiers secure and confidential.

If you believe that your Account Access Identifiers may have been lost or stolen, or that someone has unauthorized access to your Account, or if you suspect any fraudulent activity on your Account, notify Alerus (800-433-1685), Monday through Friday from 8:00 a.m. until 5:00 p.m., Central Time, excluding New York Stock Exchange and other bank holidays.

Our Liability

Alerus will perform the Online Services using our best good faith effort to perform. However, Alerus and MERS do not accept responsibility for errors, acts or failures of others including, without limitation, banks, communications carriers, or clearinghouses through which Alerus and MERS receive or transmit information, and no such entity shall be deemed our agent.

Also, Alerus and MERS not responsible for any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government, labor disputes, failures in communications networks, legal constraints or other events beyond our control.

Under no circumstances will Alerus or MERS have any liability to you for failing to provide you access to your Account or Online Services.

Furthermore, unless otherwise required by applicable law, Alerus and MERS will only be responsible for performing as expressly stated in this Agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in providing the Online Services.

IN NO EVENT WILL ALERUS, MERS OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS ("ALERUS ENTITIES") BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE), INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON NEGLIGENCE, CONTRACT OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, THE ONLINE SERVICES, THE INABILITY TO USE THE ONLINE SERVICES OR THOSE RESULTING FROM ANY MERCHANDISE OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Disclaimer

ONLINE SERVICES ARE OFFERED ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITH NO WARRANTY OF ANY KIND-WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DOES NOT AFFECT THOSE WARRANTIES THAT ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

YOU ACKNOWLEDGE THAT NEITHER ALERUS, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS OR MERS WARRANT THAT THE

ONLINE SERVICES OR THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE ONLINE SERVICES OR THE SITE, OR AS TO THE TIMELINESS, SEQUENCE, ACCURACY, RELIABILITY, COMPLETENESS OF CONTENT OR ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE ONLINE SERVICES AND THE SITE. ALERUS DOES NOT ENDORSE PRODUCTS OR SERVICES APPEARING ON LINKED SITES OR PURCHASED VIA LINKED SITES. (THIS DOES NOT AFFECT ANY MANUFACTURER'S WARRANTIES THAT THE PROVIDERS OF THE LINKED SITES OTHERWISE OFFER.)

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, YOU AGREE THAT ALERUS IS NOT RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE OR BODILY INJURY, WHETHER CAUSED BY ACCESS TO OR USE OF THE ONLINE SERVICES OR THE SITE. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALERUS AND MERS WILL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION OR USE OF THE ONLINE SERVICES, THE SITE, ANY ONLINE SERVICE OR INTERNET BROWSER SOFTWARE, INCLUDING LIABILITY ASSOCIATED WITH ANY COMPUTER VIRUSES WHICH MAY INFECT YOUR COMPUTER SYSTEM.

Indemnification

You agree to defend, indemnify and hold harmless Alerus, and MERS, and their Affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of (i) your use of the Service and the Site by you, and (ii) activities occurring under your Account.

Dispute Resolution

Any dispute or claim arising in any way associated with this Agreement (whether involving Alerus or MERS) will be resolved by binding arbitration conducted by the American Arbitration Association (AAA) under its rules, rather than in court. A party may initiate arbitration by written notice to the other and otherwise following the rules, then in existence, set by AAA. Each party agrees that this alternative dispute resolution will only be conducted on an individual basis and not in a class, consolidated or representative action. This Agreement shall be governed by and construed under the laws of the State of Michigan. If it is necessary to enforce arbitration or an arbitration award, or take other court action, whether state or federal, the case shall be venued in the appropriate state or federal court for the State of Michigan. If any part of this agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither your failure nor our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions or your right or our right thereafter to enforce each and every such provision.

Assignment

Alerus and MERS may assign our interest in this Agreement or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties. This Agreement

and your rights and obligations under this Agreement are not assignable by you without our prior written consent.

Modification of the Agreement

Alerus and/or MERS reserve the right to modify these Terms and Conditions at any time without notice. In such case, Alerus and MERS will present you with the revised Agreement and require you to click on “I agree” prior to proceeding to the Site. In addition, the most current version of the Terms and Conditions will always be available to you via a link on the Site.

If you find the Terms and Conditions unacceptable at any time, you may discontinue your use of the Online Services. You should contact your employer, the MERS service center at 800-767-6377 or the Alerus customer service help line (800-433-1685) for information regarding access to your Account. By continuing to use the Online Services after the date of any change to these Terms and Conditions, including accessing the Site, you agree to be bound by the Terms and Conditions contained in the most recent version of this Agreement.

Alerus and MERS reserve the right to modify or terminate the Online Services and the Site or to terminate your access to the Online Services and Site, in whole or in part, at any time.

Governing Law

This Agreement and the Terms and Conditions contained therein are governed by the laws of the State of Michigan, with the exception of its conflicts of laws provisions.

Complete Agreement

This Agreement, and any other disclosures (including without limitation any modification to this Agreement) that Alerus and MERS may provide to you from time to time make up the entire and only agreement between you and us concerning the subject matter of this Agreement. If any provision of this Agreement is held unenforceable, the remaining provisions of this Agreement will still be enforceable. Except for MERS, there are no third party beneficiaries of this Agreement.

Notification

UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, IN THE EVENT THAT ALERUS AND MERS ARE REQUIRED TO PROVIDE A NOTICE OR OTHER COMMUNICATION TO YOU IN WRITING, THAT NOTICE OR OTHER COMMUNICATION MAY BE SENT TO YOU ELECTRONICALLY TO YOUR INTERNET ADDRESS OR MOBILE TELEPHONE AS REFLECTED IN OUR THEN CURRENT RECORDS.