



SNB Digital Banking Agreement

This Summit National Bank Digital Banking Agreement (“Agreement”) covers your use of Digital Banking which includes both Online Banking and Mobile Banking as well as the Services provided to you by Summit National Bank (“SNB,” “Bank” or “we”) through those platforms.

Please carefully read and print or download a copy of this Agreement. We will provide you notice of any changes to this Agreement that we make from time to time. **You will not be able to use any of the Services after the effective date of any such changes unless you consent to the most current version of this Agreement.** Capitalized terms used in this Agreement are defined in Section VI below. We encourage you to review these definitions, especially for frequently used terms like “Account.” These terms have very specific meanings. Understanding how defined terms are used will help you better understand this Agreement.

I. OVERVIEW

This Agreement, together with the Paperless Statement Consent and your Account Agreement(s) as applicable, govern your use of the Services.

A. RELATIONSHIP WITH OTHER AGREEMENTS

You can access your eligible Account(s) using the Services. Please read your Account Agreement(s) for more information about your rights and responsibilities for each Account, including those related to liability for Unauthorized Transactions, statement errors, fees, funds availability policies, transaction limitations, and other terms. This Agreement supplements, and does not replace, your Account Agreement(s). If there is a conflict between the terms and conditions of this Agreement and your Account Agreement(s) (or any other agreement with us) related to the Services, this Agreement controls. This Agreement does not apply to any services we provide to you through Online Banking for Business.

B. CHANGES TO AGREEMENT AND/OR SERVICES

Subject to our obligations to provide notice to you as provided in this Agreement, we may add, delete or change the terms of this Agreement or modify or discontinue the Services at any time without liability to us. When you enrolled in the Services, you accepted the E-Sign Consent and agreed that we could provide you this Agreement and all Communications electronically rather than in paper form. Please refer to the E-Sign Consent for additional information.

II. DIGITAL BANKING SERVICES

Digital Banking permits you to perform certain banking functions on Accounts through the use of a browser on an internet-enabled device. You may use Digital Banking to:

A. Account Details

- Access your eligible Accounts to display Account details
- Access a list of processed and pending transactions



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- Search for specific transactions
- Print information about transactions
- B. Check/Deposit Imaging**
 - Access images of cleared checks and deposit slips
- C. Transaction Images**
 - Attach an image to a transaction
- D. View and Export Account Details**
 - Export transactions to a comma delimited (CSV) file or QuickBooks WebConnect (QBO)
- E. Account Reporting**
 - Create customized reports
 - Save and retrieve customized reports
- F. Account Statements**
 - View account statements
 - Manage delivery preferences
- G. Transfers**
 - Initiate a one-time transfer
 - Schedule a future-dated transfer
 - Schedule recurring transfers to occur automatically
- H. Mobile Deposits (Mobile Application only)**
 - *See Section III A below*
- I. Manage Debit Cards**
 - Enable and disable cards
 - Enable and disable certain types of merchants
 - Adjust daily spending limits
- J. Alerts**
 - Set account level alerts regarding balances and transaction descriptions
 - Set security alerts regarding profile information changes, password changes and changes to alert notifications
- K. Profile Settings**
 - Update your user profile information
 - Change how accounts are viewed in digital banking

III. OTHER SERVICES THROUGH DIGITAL BANKING

Digital Banking permits you to perform certain banking functions on Accounts through the use of a browser, including:

B. Stop Payments

You may use Digital Banking to place stop payment orders on any paper Checks written on an Account that have not cleared. Such stop payments are subject to the terms of the Account



Agreement and fees set forth in the Fee Schedule applicable to the Account. Before placing a stop payment, you must verify that the Check(s) has (have) not cleared the Account.

C. Bill Payment Services

You may use Digital Banking to direct Bank to make payments from an Account to payees chosen by you in accordance with this Agreement. To use the Bill Payment Services, you must have access to Digital Banking, an Account, at least one payee listed on your payee list, and an active email account that you regularly use. When you begin using the Bill Payment Services, you may establish a list of payees. You may add a new fixed payment for any payee, but only if that payee is on your authorized list of payees. If the payee is not set up at its bank to receive electronic payments, then the Bill Payment Service will generate a paper Check on your behalf for that payment and mail that paper Check to the payee. The paper Check will carry your Account number and will clear directly through the Account. A unique Check number for each paper Check will appear on your Statement for easy recognition. Bank reserves the right to refuse the designation of a payee for any reason. Bank is not responsible if the Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a payee or if you attempt to pay a payee that is not on Your payee list.

1. Bill Payment Process

Bank will process Bill Payments on the Business Day designated by you, provided that the Bill Payment request is received prior to the Cut-off Time. Bill Payment requests received on a Business Day after the Cut-off Time, or on a day that is not a Business Day, will be processed on the next Business Day. You must select a Bill Payment Date that is at least five (5) Business Days before the actual bill due date required by the payee to allow time for the Bill Payment to reach and be processed by the payee. If the Bill Payment Date falls on a day that is not a Business Day, you must select the preceding Business Day as the Payment Date. Due to circumstances beyond Bank's control, some payees take longer to post payments than others. Bank suggests sending the first payment to a particular payee eight (8) Business Days in advance of its due date. After that payee has posted the payment, you will have a better understanding of how much time to allow for future Bill Payments to that payee. FOR RECURRING BILL PAYMENT REQUESTS, IF YOU SELECTS THE 29TH, 30TH OR 31ST AS THE BILL PAYMENT DATE AND THAT DATE DOES NOT EXIST IN A GIVEN MONTH (E.G., FEBRUARY) THEN THE PAYMENT WILL BE MADE ON THE FIRST BUSINESS DAY OF THE FOLLOWING MONTH (E.G., MARCH 1ST). Bank will reimburse You for any late payment-related charges by a payee up to \$50.00 should a Bill Payment post after its due date, as long as the Bill Payment Date was scheduled in accordance with this Agreement. When you schedules a Bill Payment, you authorize Bank to debit the Account and remit funds on your behalf.

2. Bill Payment Liability

Bank will incur no liability and its reimbursement obligation with respect to payee late charges shall be void if Bank is unable to complete any payments initiated because (1) in scheduling the Bill Payment, you have not provided the correct Account information, or the correct payee name, address, phone number, or account information, or (2) Bank's Bill Payment processing service is not working properly and you know or have been advised by Bank about the malfunction before executing the transaction. You agree to have available and collected funds on deposit in the Account in amounts sufficient to pay



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for all Bill Payments requested, as well as any Checks and other payment obligations you have with respect to the Account. Bank reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Account to pay a Bill Payment and Bank has not exercised its right to reverse or reject the Bill Payment, you agree to pay Bank the amount of such Bill Payment on demand. You further agree that Bank, at its option, may charge any of your accounts with Bank to cover the amount of such Bill Payment. Bank reserves the right with respect to each Bill Payment to select the method in which to remit funds on your behalf to pay that Bill Payment to the payee. Any Bill Payment can be changed or canceled, provided you accesses the Bill Payment Service via Digital Banking prior to the Cut-off Time on the Business Day prior to the Business Day of the Bill Payment Date.

3. Returned Payments

In using the Bill Payment Services, you understand that the payee's bank or bank to which such Bill Payment was sent and/or the United States Postal Service may return the Bill Payment for various reasons, including: (1) the payee's account number is not valid; (2) the payee's bank is unable to locate payee's account; or (3) the payee advised that your account with payee is paid in full. Bank will use its best efforts to research and correct the returned Bill Payment or void the returned Bill Payment and credit your Account for the amount of that returned Bill Payment. You also authorize Bank to credit the Account for the amount of any returned Bill Payments that are voided.

4. Cancellation of Bill Payment

You may cancel or stop a single Bill Payment at any time before the Bill Payment Date for that Bill Payment through the use of Digital Banking. If the Bill Payment is a recurring payment set up on the Bill Payment Services, then you can cancel Bill Payment (1) through the use of Digital Banking provided that the request is received before the Bill Payment Date (as described above) of the next recurring Bill Payment, or (2) contacting Bank as identified in Section VI (Notice). Phone and written cancellation requests must be received at least three (3) Business Days prior to the Bill Payment Date. In addition, when making an oral request for cancellation of a recurring Bill Payment, Bank requires that you put the request in writing and provide it to Bank at the address identified in Section VI(A) (Notice) within fourteen (14) days after you made the request for cancellation. Once a recurring Bill Payment is cancelled, you must reschedule it if you want that Bill Payment to continue in the future.

IV. TERMS OF USE FOR DIGITAL BANKING

A. Access

Digital Banking is generally accessible twenty-four (24) hours a day, seven (7) days a week, except when Digital Banking may be unavailable for system maintenance or upgrade. The Services are provided by Bank on an "as is," "as available" basis.

B. Initiating Digital Banking

To use Digital Banking, you must have (i) internet access and a browser that meets Bank's software and hardware requirements, and (ii) an Account. You will create your own username and password when you enroll in Digital Banking.



C. Using the Password

You will be unable to use Digital Banking if you do not utilize the correct Access Credentials. There is a limit on the number of failed login attempts and access to Digital Banking will be suspended if you exceed those limits.

You can change the Password at any time while authorized. You agree to (i) keep any and all Passwords secure and strictly confidential, and not provide such Passwords to anyone else, and (ii) immediately, but no later than within twenty-four (24) hours, notify Bank if a Password has been lost or stolen or has become known to an unauthorized person by contacting Bank at 800-758-1741.

Bank may suspend or cancel a Password even without receiving such notice from you if Bank suspects the Password has been lost or stolen or is being used in an unauthorized or fraudulent manner.

D. Errors or Questions About Transactions Initiated Through Digital Banking

In case of errors or questions about Digital Banking transactions, you should immediately contact Bank at 800-758-1741 if you believe any Statement or Account information is wrong or if you need more information about a Digital Banking transaction or payment listed on the Statement. Bank must notify the Bank in writing as provide in Section VI(A) no later than fourteen (14) days after Bank sent the FIRST Statement on which the problem or error appeared even if you telephoned Bank about the error or question. Please provide the Account title, Account number, the dollar amount of the suspected error, and a detailed description of the suspected error or transaction. Bank will investigate your question or complaint and inform you of the results of the investigation once it has been completed.

E. Bank's Liability for Digital Banking

Bank shall be excused from failing to act or any delay in acting in the following instances:

- (i) If you do not have a sufficient Available Balance in the Account to make a transfer or payment.
- (ii) If your device malfunctions.
- (iii) If the browser or the processing center of Bank or Bank Agent that is used for Digital Banking transfers or payments is not working properly and you knew or were advised by Bank or Bank Agent about this when you made the Digital Banking transaction.
- (iv) If your Access Credentials have been reported lost or stolen or Bank has reason to believe that the Digital Banking transfer or payment transaction is unauthorized.
- (v) If the transaction would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines, would violate any applicable provision of any risk control program or applicable policies, procedures, or practices, would violate any Applicable Law, federal, or state court or administrative order or process or Bank is otherwise legally constrained from doing so.
- (vi) If Bank has reasonable cause not to honor for Bank's or your protection.



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- (vii) If your Digital Banking privileges have been suspended.
- (viii) If the funds in the Account are subject to legal process or other encumbrance restricting the transfer or payment.
- (ix) If the payee has a mailing address outside the United States.
- (x) To any third party or for any act of omission by you (including the amount, accuracy, or timeliness or due authorization) or by any third party.
- (xi) Any other reason stated in this Agreement.

F. Liability for Unauthorized Digital Banking Transfers and Advisability of Prompt Reporting

If you believe that your Access Credentials have been lost or stolen or you believe that someone has transferred money from your Account using Digital Banking without your permission, then change the Password immediately and, if you are unable to do so, or if the Access Credentials have been lost, you must call Bank immediately, but no later than within twenty-four (24) hours, at 800-758-1741.

Your liability and Bank's liability for unauthorized transfers will be as set forth in the Transfers Agreement and Disclosures. If the Statement shows Digital Banking transfers or payments that you did not make, including those made through use of the Password or other means, you must call Bank at 800-758-1741.

G. Use of Website outside the United States

The Website is located in the United States and may be owned, hosted, or controlled by Bank or an Affiliated Entity. Bank makes no representation or warranty that the Website or Digital Banking are available or appropriate for use in countries other than the United States. You are responsible for complying with all Applicable Laws (including foreign and domestic laws and regulations requiring consent from a Governmental Authority) applicable to where you use Digital Banking or view the Website.

H. Website Links

The Website may contain links to other third-party websites. When linking to those third-party websites, you are subject to the terms posted by those third-party websites, including any privacy policy. Bank is not responsible for, nor does Bank control, the content, products, or services provided by linked websites. Bank does not endorse or guarantee the products, information, services, or recommendations provided by linked websites and are not liable for any failure of products or services advertised on those websites. In addition, each third-party website may provide less security than Bank does and may have a privacy policy different than Bank's Website. You should review such third-party website's security and privacy policy to understand your rights. Your access, use, and reliance upon such content, products, or services are at your own risk.

V. ADDITIONAL TERMS OF USE FOR MOBILE BANKING

A. Service Description

Bank offers the Service, which allows you to access, via a Mobile Device, various financial services, including viewing balance and transaction information, mobile deposits and mobile bill payment.



B. Mobile Banking Access

You will be unable to use the Service if you do not utilize the correct Access Credentials. The Service features available to you may vary based on the type of Mobile Device used to access the features. Not all features are available on all Mobile Devices. The Service may use different terminology and appear in different formats than Digital Banking. You may be required to follow different instructions to access Digital Banking through a Mobile Device. Processing of payment and transfer instructions may take longer using the Service. Bank will not be liable for any delays or failures in your ability to access the Service. The Service is provided by Bank on an “as is,” “as available” basis.

C. Ownership of Mobile Device

You represent and warrant that you are the owner or authorized user of the Mobile Device used in connection with the Service, and that you are authorized to approve any applicable charges arising from your use of the Service. You agree that Bank may send messages through your internet, telephone, and/or Mobile Device service provider to you and that your internet, telephone, and/or Mobile Device service provider is acting as Your Agent when sending and receiving messages. Bank may use the phone number, email address, or other delivery location Bank has in Bank’s records for you or other such information as you may provide to Bank to contact you regarding your use of the Service.

D. Information Security

Mobile Banking Alerts may be sent to an email address that you have provided to Bank. Because Mobile Banking Alerts are not encrypted, Bank will not include your full account number in such alerts. Your internet, telephone, and/or Mobile Device service provider or other entities may also collect data from your use of the Service, and their practices are governed by their own policies.

Bank is not responsible or liable for the acts or policies of internet, telephone, and/or Mobile Device service provider or other entities that are not Bank Agents. Subject to Applicable Law, Bank reserves the right at all times to disclose any information you provide using the Service as reasonably necessary to satisfy any law, regulation, or request by a Governmental Authority, to avoid liability, or to protect Bank’s rights or property. When you complete forms online or otherwise provides Bank with information in connection with the Service, you agree to provide accurate, complete, and true information.

Bank will not be responsible or liable for Losses arising from any disclosure of Account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the Mobile Banking Alerts sent in connection with the Service. Bank has implemented technical and organizational measures designed to secure You information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, Bank cannot guarantee that unauthorized third parties will never be able to defeat those measures or use You information for improper purposes.

E. Area of Use



You hereby represent and warrant that you will use Mobile Banking only within the United States of America. Bank reserves the right to terminate your access to Mobile Banking and block any transaction if Bank determines that you use the Service when located outside of the United States of America.

F. Relationship to Other Banking Products

The Service is provided for your convenience and does not replace your Account Statements, which are the official record of your Accounts. The Service, including instructions for payments, transfers, and other transactions, may be delayed, interrupted, or otherwise negatively impacted by factors relating to (i) your Mobile Device, (ii) your internet, telephone, and/or Mobile Device service provider or other parties, or (iii) other reasons outside of Bank's control.

G. Mobile Deposits

Mobile Deposit provides you with the ability to make deposits to your designated eligible Accounts using the Mobile App. Mobile Deposit enables you to capture Check Images of eligible Checks using a compatible Mobile Device and transmit those Check Images and associated deposit information to Bank or Bank Agent electronically for deposit to the Account. Checks will be processed electronically based on the information that you provide. A Check Image submitted to Bank or Bank Agent electronically for deposit is not deemed received until Bank accepts and confirms receipt of the deposit. Checks deposited using Mobile Deposit will be reflected on the Statement.

1. Technical Requirements

To access Mobile Deposit you must have or acquire and maintain a compatible Mobile Device with the ability to take photographs and a wireless plan from a compatible wireless carrier or access to a secure Wi-Fi network.

2. Limitations on Use

The dollar value of any Item sent to Bank through use of the Service shall not exceed the Dollar Limits established by Bank in its sole discretion. Bank reserves the right to establish frequency limits and Dollar Limits for deposits submitted through Mobile Deposit. If you exceed the frequency limits or Dollar Limits established for you, Bank may, in its sole discretion, accept or refuse the Check Image deposit. If at any time Bank accepts a Check Image deposit that exceeds the frequency limits or Dollar Limits established for You, Bank will have no obligation to accept deposits in excess of the frequency limits or Dollar Limits in the future. Bank may at any time, at its sole discretion, raise or lower the frequency limits and/or Dollar Limits of your Mobile Deposits. By accessing Mobile Deposit, you authorize Bank to provide you with access to all of Your eligible Accounts qualified to participate in Mobile Deposit. Bank reserves the right to limit the features of Mobile Deposit available with respect to different types of eligible Accounts.

3. Instructions

You will follow all Mobile Deposit instructions provided by Bank for capturing and transmitting Check Images and other information. You will:

- (a) prior to scanning any Check payable to you, restrictively endorse the back of the Check "For Mobile Deposit at Summit National Bank Only";



- (b) use the Mobile Device to scan the front and back of a properly endorsed Check made payable directly to you;
- (c) verify that the Check Image, including the MICR line of the Check, are clear; (
- (d) enter and verify the accuracy of all data and information being transmitted to Bank in connection with the Check Image;
- (e) confirm that Bank has received and has not rejected the Check Image and all other required data and information; and
- (f) mark each successfully deposited Check with the words "Mobile Deposit," or similar language.

4. Timing of Processing

Photographing and submitting Check Image deposits does not constitute receipt of the deposit by Bank. Generally, Check Image deposits received prior to the Cut-off Time are processed on the Business Day of receipt. Any Check Image deposit received after the Cut-off Time on a Business Day or on a day other than a Business Day will be processed on the next Business Day. Acknowledgement that a Check Image deposit has been received by Bank does not mean that the Check Image deposit was received error free.

5. Bank Notification

Bank will notify you via email or other means agreed to by Bank in writing of Bank's receipt of a Check Image deposit or to notify you if a Check Image deposit is rejected in whole or in part. You may verify receipt and the amount of the Check Image deposit credited to the Account by reviewing the Statement online or by calling us at 800-758-1741.

6. Prohibitions on Use of Mobile Deposit

You must not use Mobile Deposit to deposit or attempt to deposit any Check or other Item that:

- (a) is payable to any person, entity, or other third party, other than you;
- (b) is drawn, or otherwise issued, by you on any of your accounts;
- (c) is in violation of any Applicable Laws;
- (d) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn;
- (e) You knows or suspects, or should know or suspect, has been previously presented to a bank by any means;
- (f) has been previously endorsed by a bank;
- (g) has been previously returned;
- (h) is drawn on financial institutions that are located outside of the United States or territories of the United States;
- (i) is denominated in a currency other than USD;
- (j) is a remotely created Check or is, or is derived from, an electronically created Item; (k) is not otherwise acceptable to Bank for deposit into a deposit account as provided in this Agreement, or
- (l) is not otherwise eligible for Mobile Deposit, as determined by Bank in its sole discretion.

7. Your Acknowledgement of Bank Discretion

You acknowledge and agree that Bank is not obligated to accept for deposit any Check Image that Bank in its sole discretion determines to be ineligible for Mobile Deposit. Ineligible Items include:

- (a) Check Images of Items drawn on banks located outside the United States;



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- (b) Check Images that are illegible;
- (c) Check Images previously converted to Substitute Checks; and
- (d) Check Images with unreadable MICR information.

The quality of any Check Image must comply with the requirements established from time to time by ANSI, the Federal Reserve Board, or any other regulatory agency, clearing house, or association. You acknowledge and agree that even if Bank does not identify a Check Image as ineligible, the Check Image may be returned to Bank because, among other reasons, the Check Image or any Substitute Check created from the Check Image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. Bank's failure to identify a Check Image transmitted to Bank as ineligible shall not preclude or limit Bank's rights or your obligations. You assume financial liability for all Checks that are returned unpaid for any reason or that have been presented for deposit or payment more than once, and Bank may debit the Account for the amount of such returned Checks and all associated Service Fees. You acknowledge and agree that, because you retain the original Check, Bank may return a Check Image to you. You understand and agree that the Check Image may be in the form of an electronic or paper reproduction of the original Check or a Substitute Check. Any credit or consideration given by Bank to you with respect to any Check that is scanned and submitted through use of Mobile Deposit shall be deemed Provisional Credit, and Bank shall be entitled to revoke the same without prior notice. In the event one or more Checks are returned for reason of alleged lack of authorization, you may promptly submit to Bank a copy of the Check and any other required documentation as proof of authorization with a request that Bank forward such proof to the receiving institution for its consideration to the extent such receiving institution will accept and consider such submission.

8. Handling of Original Check

You will (a) maintain securely any original Check for a period of thirty (30) days from the date on which the Check has been settled; (b) destroy such a Check by shredding after such thirty (30)-day period; and (c) ensure that such a Check is not duplicated, deposited, negotiated, rescanned, or presented for payment as an original Check. You are liable for all Losses resulting from a Check being presented for deposit or payment more than once. Upon request by Bank, you will promptly (but in all events within five (5) Business Days) provide to Bank any original Check in your possession, or a sufficient copy of the front and back of the Check, if the original Check is no longer in existence.

9. Your Covenants, Representations and Warranties

Each time you use Mobile Deposit, you covenant, represent, and warrant to Bank the following:

- (a) you will not scan any Check in which you are not the sole payee named on the front of the Check;
- (b) any Check Image that is submitted is a sufficient copy that is a true and correct image of the original Check and has not been altered in any manner by you or your Agent;
- (c) you have reviewed and confirmed that the MICR line information provided on the Check Image is identical in all respects to the original Check and that the encoded Check amount is accurate;
- (d) the original Check has not previously been presented for deposit or payment;



**SUMMIT
NATIONAL BANK**

Equal Housing Lender
Member FDIC

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- (e) you understand that in the event that a maker of Check Image asserts that the Check is unauthorized and the original Check is subsequently processed, the original Check may be dishonored;
- (f) you have no knowledge or notice of information to indicate that a Check is fraudulent or not authorized by the maker of the Check;
- (g) unless otherwise permitted, you or your Agent will not cause the original Check to be cashed, deposited, negotiated, or otherwise presented or used for payment or deposit in any manner;
- (h) no transmission made by you to Bank or Bank Agent contains any Virus;
- (i) no subsequent transferees of an Item, including Bank, shall sustain a loss as the result of the fact that a Check Image was presented for payment or returned instead of the original Check;
- (j) all Checks and other transactions by you are, and will be, bona fide, and all signatures on Checks are authentic and authorized;
- (k) you will submit Check Images or other data in compliance with this Agreement and Applicable Law;
- (l) you will use Mobile Deposit only for your own personal use;
- (m) you will only deposit remotely created Checks via methods approved by Bank, which shall not, without Bank's express written consent, include Mobile Deposit;
- and (n) You will notify Bank if any person previously authorized to conduct transactions through Mobile Deposit is no longer authorized.

VI. Notice

A. Notices to the Bank

Except as otherwise stated in this Agreement or your Account Agreement, notice to us concerning Digital Banking or your Account(s) must be sent by postal mail or overnight courier to:

Summit National Bank
19 Montana Avenue
Laurel, MT 59044

B. Contact for Bank Support

For support questions, you can contact us during normal business hours by calling us at 800-758-1741.

C. Notices to You

Except as otherwise stated in this Agreement or your Account Agreement, we may deliver any written notice or other written communication required or permitted to be given in connection with a Service: (a) by postal mail or overnight courier, (b) if you are enrolled in Digital Banking, by posting in Digital Banking; or (c) by any means of electronic communication in which you are enrolled. Notices to you are effective upon receipt unless otherwise provided in your Account Agreement.

VII. Glossary of Defined Terms

Acceptance: Any signed writing indicating Your acceptance of or agreement to be bound by the terms of this Agreement, which may be a separate document or may be included within a Service Application.

Access Credentials: The credentials required to access a Service, including the User ID, Password, token, encryption software, or any other method of identification or authentication, as applicable.

Account: The account that you have at Bank that is eligible and authorized by Bank for use with the applicable Service and any replacement account, if the Account is closed and replaced with another.

Account Agreement: The Agreements and Disclosures for each Account, as amended from time to time, or such other agreement that governs the Account.

ACH: The Automated Clearing House.

Affiliated Entity: Each of Bank, its affiliates, and Bank Agents, and their respective officers, directors, employees, affiliates, agents, representatives, licensors, suppliers, or service providers.

ANSI: The American National Standards Institute.

Applicable Law: All applicable laws from a Governmental Authority, both domestic and foreign, as may be amended and in effect from time to time, including common or customary laws, statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws,

rulings, orders, guidance, or operating circulars governing a Service or any activities or transactions pursuant to this Agreement.

Available Balance: With respect to (i) a deposit Account, the amount made available for withdrawal under Bank's Funds Availability Schedule; and with respect to which Bank reasonably determines is not subject to a hold, dispute, or legal process preventing withdrawal. Bank may deem as unavailable those funds represented by a Check that has not been collected in accordance with commercially reasonable collection practices for such Checks.

Bank Agent: Any vendors, agents, subcontractors, service providers, subsidiaries, affiliates, and/or any third party used by Bank in connection with the Service.

Bill Payment: A payment made from an Account through the use of the Bill Payment Services.

Bill Payment Date: The date you select to make a Bill Payment.

Bill Payment Services: The service offered through Digital Banking to pay a bill or make any other payment to a payee from an Account.

Business Day: Any day other than a Saturday, Sunday or a day on which banking institutions in the State of Wyoming are authorized or obligated by law or executive order to close.

Check: Has the meaning ascribed in Subparts C and D of Regulation CC promulgated by the Federal Reserve Board, as amended from time to time.

Confidential Information: All information, including Software, computer programs and code, software programs or documentation, hardware design, data file content and organization, techniques, inventions, methods, specification, rules, procedures, protocols, forms, instructions, trade secrets, copyrights, and any other proprietary rights of Bank or any Bank Agent used in connection with or in any way relating to a Service.

Cut-off Time: The processing cut-off time specified in the Agreements or other Account documentation.

Damages: Direct, indirect, incidental, special, consequential, exemplary, or punitive damages of any kind, whether economic or non-economic, loss of profits, loss of business or other financial loss, lost savings, or lost benefits even if Bank has been advised of the possibility of or could have foreseen such damages.

Data File: Electronic data file providing information about transactions on your Account, provided in accordance with Bank procedures or as otherwise agreed to by Bank.

Dollar Limit: A limit set by Bank representing a maximum dollar amount that applies in connection with a Service, as may be adjusted by Bank.

Electronic Item: A digital representation of an Item or electronic information related to an Item.

eStatement: An electronic Statement made available through the Digital Banking.

FDIC: The Federal Deposit Insurance Corporation.

Federal Reserve Board: The Board of Governors of the Federal Reserve System.

Fee Schedule: A document setting forth the charges and fees Bank charges You in connection with a Service or the Account.

Funds Availability Schedule: The Funds Availability Schedule provided by Bank, as amended from time to time, which may be included within the Account Agreement.

Funds Transfer: An electronic transfer of funds that is subject to Bank's Funds Transfer Agreement.

Funds Transfer Agreement: The Funds Transfer Agreement between Bank and You, as amended from time to time, which may be included within the Account Agreement.

Governmental Authority: The government of the United States of America, any other nation, or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of or pertaining to government.

Image: An Electronic Item or Paper Image.

Image Search: The use of Digital Banking to view images of Checks, deposit slips, and other items that have been deposited to an Account.

Item: An instrument or a promise or order to pay money handled by a bank for collection or payment. The term does not include a Payment Order or a credit or debit card slip.

Items of Payment: Negotiable instruments for the payment of money (including Checks, drafts, and money orders).

Linked Accounts: Accounts owned or maintained by you that Bank has permitted, upon Your request, to be linked together for Digital Banking.

Losses: All losses, damages, claims, suits, actions, causes of action, judgments, awards, assessments, liabilities, fines, penalties, fees, charges, costs and expenses and other payments however suffered or characterized, all interest thereon, and all legal fees, including court costs, costs and expenses of investigating any claim, lawsuit or arbitration and any appeal therefrom, and reasonable attorneys', accountants', investment bankers', expert witness', or any other specialists' fees incurred in connection therewith.

MICR: Magnetic ink Character Recognition.

Mobile App: A downloadable application offered by Bank for use on a Mobile Device.

Mobile Banking Alert: Any alerts or notifications related to the Mobile Banking Service that are sent via email, text message, push notification, or other means, including notifications concerning direct deposits, personal information changes, or bill due dates.

Mobile Deposit: A Service that provides you the ability to access and make single check deposits into an Account, as long as you and the Accounts are enrolled in Mobile Banking through the Mobile App.

Mobile Device: A wireless device including a cell phone, smartphone, personal digital assistant, or tablet computer.

Paper Image: A paper copy created with image technology, derived from an original paper Item, a Substitute Check, or an Electronic Item, or created from an Image of any of these.

Password: A password or personal identification number that is provided by Bank or selected by you to access a Service(s).

Provisional Credit: A temporary credit made to Your Account that is subject to final settlement of a transaction and subject to the terms of the Account Agreement.

Service: A service provided to you through Digital Banking.

Service Fees: The fees, charges and expenses owed by you to Bank for services rendered, as determined by Bank from time to time in its sole discretion.

Service Terms: The provisions governing Services as set forth in this Agreement.

SFTP: Secure File Transfer Protocol.

Software: The programs and data files provided by Bank for use on a computer or other electronic device in connection with one or more Services.

Statement: The record of Account balance and activity that is provided to you at the end of each Statement Cycle Period for an Account.

Statement Cycle Period: The monthly period set at Bank's discretion to begin or end on the same calendar day, Business Day, or day of a particular week each month, except that the initial and final Statement Cycle Periods may begin or end on a different day. Bank may decide to change the beginning or ending day of a Statement Cycle Period for all Accounts or for a group of Accounts. Any Statement Cycle Periods resulting from such a change in such beginning or ending day and the initial and final Statement Cycle Periods may be longer or shorter than a monthly period.

Substitute Check: Has the meaning ascribed in Regulation CC promulgated by the Federal Reserve Board, as amended from time to time.

Third-Party Content: Any information, products, services, materials, commentary, or tools supplied by a company not affiliated with Bank, including third-party messaging, data and trading services, Submissions, and Downloads.

Transaction: (1) Any Funds Transfer, or (2) any instruction, data, or other information that Bank receives in your name with respect to a Funds Transfer.

UCC: The Uniform Commercial Code, as in effect in the State of Wyoming.

Unauthorized Transaction: A transfer or payment of funds or other transaction from your Account through Digital Banking that you did not authorize.

User ID: A unique identifier given to you that identifies you on a Service.

Virus: Any virus, worm, Trojan horse, time bomb, spyware or other computer code, file, or program that is potentially harmful or invasive, or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment.

You, Your or Yours: An individual who owns an Account or an authorized user.

Your Agent: A person or entity designated by you to act on behalf of and as the agent for you with respect to a Service.

Your Data: Data received by Bank from you in relation to a Service, including any information concerning an Account.