

OPPORTUNITY BANK OF MONTANA
TERMS AND CONDITIONS FOR MOBILE BANKING AND
MOBILE REMOTE DEPOSIT CAPTURE

MOBILE/TEXT BANKING

Thank you for using Opportunity Bank of Montana (hereafter "Opportunity Bank") Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 99588. To cancel, text "STOP" to 99588 at any time. In case of questions please contact customer service at 888-750-2265 or visit www.opportunitybank.com.

Program: Opportunity Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at 888-750-2265, or send a text message with the word "HELP" to this number: 99588. We can answer any questions you have about the program.

To stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 99588. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Opportunity Bank or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Opportunity Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Opportunity Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Opportunity Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the

foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Opportunity Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Opportunity Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose {Opportunity Bank}, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Fingerprint Login for Mobile Banking

Fingerprint Login is an optional fingerprint sign-in method for Opportunity Bank of Montana Mobile Banking that may be available for certain Android® mobile devices that have built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your device only and Opportunity Bank of Montana never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Opportunity Bank of Montana Mobile Banking. Opportunity Bank of Montana reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within Opportunity Bank of Montana Mobile Banking.

Android is a trademark of Google Inc.

SECURITY/ACTIVITY ACCOUNT ALERTS

ALERTS.

Your enrollment in Opportunity Bank of Montana Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Opportunity Bank of Montana account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We

usually notify you when we cancel alerts, but are not obligated to do so. Opportunity Bank of Montana reserves the right to terminate its alerts service at any time without prior notice to you.

METHODS OF DELIVERY.

We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Opportunity Bank of Montana Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

ALERTS VIA TEXT MESSAGE.

To stop alerts via text message, text "STOP" to 99588 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Opportunity Bank of Montana Online Banking. For help with SMS text alerts, text “HELP” to 99588 In case of questions please contact customer service at 1-888-750-2265 Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

LIMITATIONS.

Opportunity Bank of Montana provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Opportunity Bank of Montana’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Opportunity Bank of Montana, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

ALERT INFORMATION.

As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

MOBILE REMOTE DEPOSIT CAPTURE

Mobile Remote Deposit (“Service”) offered by Opportunity Bank (“Bank”, “we” or “us”) is designed to allow consumer customer users (“you” or “your”) to make deposits of checks (“original checks”) to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information (“images”) to the Bank with your Mobile Device. The use of this Service is subject to terms set forth herein.

FEES.

No charge for this service.

LIMITS.

The Bank may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, the Bank may reject your deposit. If Opportunity Bank permits you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

ELIGIBLE ITEMS.

You agree to scan and deposit only checks (i.e., drafts drawn on a Domestic bank, credit union, or savings and loan and payable on demand.)

You agree that you will not use Mobile Remote Deposit to deposit:

- Checks drawn on the same account;
- Checks made payable to cash;
- Checks stamped with a “non-negotiable” watermark;
- Checks payable to any person or entity other than you (i.e., 3rd Party-payable to another party and then endorsed to you);
- Checks payable to you and another party who is not a joint owner on the account;
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- Checks that are “stale dated” (more than six months old) or “postdated” (dated later than the actual date);
- Checks that have been previously negotiated;
- Checks that are incomplete;
- Checks that require an authorization code, or that a code be verified prior to negotiation;
- Savings Bonds, travelers checks, money orders, or postal money orders; and/or
- Foreign Check issued by a financial institution in another country.

In addition, we reserve the right, within our sole and absolute discretion, to accept or reject any item for mobile remote deposit into your account.

REQUIREMENTS.

Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), and required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the check within 1 ½ inches from top edge, although we may accept endorsements outside this space. Your endorsement must include **your signature and “For Mobile Deposit” or similar description, that identifies that the deposit is made by mobile/electronic means.** Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

In the case of multiple payees, if the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check. If the check is made payable to

a business use the business endorsement stamp, if you do not have a business endorsement stamp sign the business name.

ORIGINAL CHECKS.

Once your check image has been credited to your account, you must *securely store the original check for thirty (30) calendar days* after transmission to the Bank and make the original check accessible to us at our request. Upon our request, you will deliver to us within 10 business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such periods expire, you will destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. Proper destruction of the check will ensure that the check is not mistakenly re-deposited and account information remains secure.

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

RETURNED DEPOSITS.

Any credit to your account for checks deposited using Mobile Remote Deposit is provisional. If original checks deposited through Mobile Remote Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check, a paper reproduction of the original check or a substitute check. You also agree to reimburse Opportunity Bank for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without the Bank's approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

Opportunity Bank may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

YOUR WARRANTIES.

You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check;
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate;
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid;
- There are no other duplicate images of the original check;
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check;
- You are authorized to enforce and obtain payment of the original check; and
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to the Bank all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us

will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

COMPLIANCE WITH THE LAW.

You will use Mobile Remote Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

MOBILE REMOTE DEPOSIT UNAVAILABILITY.

Mobile Remote Deposit may be unavailable temporarily due to system maintenance or technical difficulties included those of the internet service provider, cellular service provider and Internet software. In the event that Mobile Remote Deposit is unavailable, you may deposit original checks at our branches, or by mailing them to Opportunity Bank of Montana, PO Box 4999, Helena MT 59604.

FUNDS AVAILABILITY.

For purposes of funds availability, Mobile Remote Deposits are considered deposited at a branch of this financial institution. If you make a deposit by mobile deposit before 4:00 P.M. on a business day that we are open, we will consider that to be the day of your deposit. However, if you make a deposit by mobile deposit after 4:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Funds from any deposits made by mobile deposit may not be available until the first business day after the day of your deposit. For more details, please refer to our Funds Availability Disclosure.

MOBILE REMOTE DEPOSIT SECURITY.

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You agree to notify Opportunity Bank immediately by telephone at 888-750-2265 and with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in the Bank's reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

HARDWARE AND SOFTWARE.

You must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. The Bank and/or our service provider(s) may change these specifications and/or requirements from time to time. The Banks is not responsible for any third party software you may need to use the Services. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit.

Opportunity Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through

the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

YOUR RESPONSIBILITY.

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. Opportunity Bank and our technology partners, inclusive of, but not limited to, Fiserv Inc, retain all rights, title and interest in and to the Services, Software and Development made available to you.

REGULATION E DISCLOSURE STATEMENT

As a consumer who uses electronic fund transfers (EFT) services, you have certain rights and responsibilities which are defined by the Electronic Fund Transfer Act (15 U.S.C. 1693, Et seq.) and Regulation E of the Federal Reserve Board. One requirement of this act is that all financial institutions must make certain disclosures to all EFT users.

1. Periodic Statements

You will receive a monthly statement that shows transactions for any account that has electronic fund transfers (EFT) transactions to or from the account.

2. Business Days

Our business days are Monday through Friday, excluding holidays.

3. Disclosure of Charges Applicable to Transfers/Transactions

Any fees or charges associated with any of the EFT transactions are listed in our Fee Schedule, which we reserve the right to change from time to time. If an amendment results in increases in the cost or liability to you, decreases in the type of electronic fund transfers available to you, or places stricter limitations on the frequency or dollar amount of transfers, written notice of the amendment will be mailed to your current address as shown on our records at least 21 days before the effective date of the amendment. However, if an immediate change in terms or conditions is necessary to maintain or restore the security of an electronic fund transfers system or account, we will provide written notice of the change to you on the next periodic statement or within 30 days, unless disclosure would jeopardize the security of the system or account.

Types of Transactions Available Using the Online Banking Service

You can access your accounts 24 hours a day, 7 days a week. You can also pay bills, check balances, transfer funds and export to financial management software packages. If your linked account is a savings or money market account, by law you can only make six (6) preauthorized electronic funds transfers each month. Each electronic funds transfer or payment you make using the Online Banking Service will be counted as one of these six (6) transfers you are permitted to make each month.

4. Disclosure of Account Information to Third Parties

We may disclose information to third parties about your accounts if:

- a. It is necessary for completing transfers; or
- b. We have entered into an agreement to have another party provide Online Banking, Online Banking Bill Payment; or
- c. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- d. In order to comply with government agency or court orders; or
- e. If you give us written permission.

5. Preauthorized Payments

- a. Right to stop payments and procedures for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call or write us at the telephone number or address listed in this disclosure, 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 and get it to us within 14 days after you call. We charge a fee for each stop payment please see current fee schedule.
- b. Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payments, when it will be made and how much it will be.
- c. Liability for failure to stop payment of preauthorized transfers. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

6. Liability for Failure to Make a Transfer

If we do not complete a transfer on time or in the correct amount, we will be liable for no more than the amount involved in the transfer that is caused by our failure. However, there are some exceptions. We will not be liable if:

- a. You do not obtain a reference number through the Online Banking service at the time you initiate a transfer; or
- b. There are insufficient funds in your account and/or your overdraft account to complete the transaction through no fault of ours; or
- c. You (or we) have closed the designated account; or
- d. You have asked us to discontinue services or we have discontinued and/or terminated your services; or
- e. The services, your equipment, the communications link, or the software is not functioning properly; or
- f. You have not provided us with the correct information for those accounts to which you designated transfers; or
- g. You (or we) have reason to believe that the transaction is unauthorized; or
- h. The failure was caused by circumstances beyond our control such as fire or other catastrophe, electrical or computer failure, flood, or interference from an outside source, and we have taken reasonable precautions to avoid these circumstances; or
- i. You attempt to complete a transfer that does not meet the requirements for eligible accounts and ownership; or
- j. You have not properly followed the Online Banking service agreement; or
- k. Withdrawals from eligible account(s) have been prohibited by a court order such as a garnishment or other legal process.

7. Your Liability for Unauthorized Payments

If you believe your Password has been lost, stolen or misappropriated, we recommend that you CHANGE YOUR Password IMMEDIATELY by accessing Profile in the Online Banking service or change your PIN in the 24-Hour Telephone Banking main menu. Then CONTACT US IMMEDIATELY at 888-750-2265.

You could lose all of the money in your accounts (and your maximum overdraft line of credit) if you take no action to notify us of the loss. If you do notify us, your liability will be as follows:

- a. If you contact us within two (2) business days of the loss or your discovery of the loss, you can lose no more than \$50.00 if someone used your password/code without your permission.
- b. If you do not contact us within two (2) business days after you learn of the loss, and we can prove that we could have prevented the loss if you had contacted us, you could lose as much as \$500.00 if someone used your password/code without your permission.
- c. If your statement shows electronic transfers or payments that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us we will extend the time period.

Error Resolution Notice

In Case of Errors or Questions about your Electronic Transfers

Please contact Customer Service by using one of the following methods:

Telephone	On Location	By Mail
888-750-2265	1400 Prospect Ave Helena, MT 59601	PO Box 4999 Helena, MT 59604

In Case of Errors or Questions about your account:

Notify us as soon as you can if you think your statement is wrong or if you need more information about a fund transfer or bill payment listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and Account number;
- Describe the error or the fund transfer or bill payment you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

The following paragraph applies to Consumer Accounts only: We will determine whether an error occurred within **10 business days (20 business days if the transfer involved a new account)** after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point of sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within **10 business days (20 business days if the transfer a new account)** for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation within three (3) Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

INDEMNIFICATION OBLIGATION.

You understand and agree that you are required to indemnify Opportunity Bank and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

CONSENT TO RECEIVE DISCLOSURES ELECTRONICALLY (E-SIGN AGREEMENT)

To enroll in mobile banking, please carefully review this information. You must consent to receive this disclosure electronically by pressing the "Accept" button below. "You" and "Your" mean the account holder(s) under the applicable account to which such Account Documents apply, and "We", "Our" and "Us" are used to refer to Opportunity Bank of Montana. Opportunity Bank of Montana may rely on this consent until it receives your express revocation and has a reasonable time to act upon your revocation.

Electronic Disclosure Consent and Authorization

By clicking "Accept" below, you consent to receive this disclosure electronically. You agree that your electronic signature has the same effect as if you signed them in ink, you have an active email account and an electronic device that meets the specifications and requirements listed in this agreement, your electronic device has the hardware and software requirements described in this agreement, you are able to receive and review electronic documents, and that your device allows you to access and retain documents electronically.

When you click the "Accept" button, you also agree to the Terms and Conditions outlined below. If you do not agree to accept electronic disclosures or to the Terms and Conditions, click the "Decline" button and this service will not be established for you.

Types of Records to be Delivered Electronically

This agreement is for the Terms and Conditions for Mobile Banking and Mobile Remote Deposit Capture Disclosure. You agree that we may provide you with any updates to this disclosure in electronic format, to the extent allowed by law, rather than send paper documents to you.

Hardware/Software Requirements to View, Download, and Print

In order to receive, view, download, and print electronic disclosures you will need the following:

- A mobile device with one of the following operating systems: Android or iOS (iPhone);
- A data plan provided by your wireless carrier;
- A mobile browser that is compatible with your operating system (i.e. Google Chrome, Safari, Firefox, or Internet Explorer) and is the latest stable release supported by its developer; and
- If you wish to view .pdf files on your mobile device, you will need software that accurately reads and displays .pdf files (such as the mobile version of Adobe Reader).
- A printer and/or storage device if you wish to print or retain any electronic documents.

We will use reasonable efforts to notify you before these hardware/software requirements change. If you choose to withdraw your consent upon notification of the change, then you will be able to do so free of charge however the service may be terminated. Continuing to use Mobile Banking products and services after receiving notice of the change is the reaffirmation of your consent to this Agreement.

You must have the ability to receive these electronic documents before you accept the terms of this agreement.

Paper Option and Withdrawal of Consent

You have the right to request and receive paper copies of any disclosure provided electronically by calling us at 888-750-2265. There will not be a fee for this service.

You may withdraw your consent to receive this electronic disclosure at any time by clicking "decline" below. There is no fee to withdraw your consent. However, because the service for which you are enrolling in has disclosures that are only provided electronically if you click "decline" this service will be terminated.

If you originally consent to receive electronic documents but later decide to withdraw your consent you can do so by notifying us at P.O. Box 4999, Helena, MT 59604 or calling us at 888-750-2265. There is not a fee to withdraw your consent. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

If you desire you may obtain a copy of this disclosure, provided electronically, at no charge to you by calling us at 888-750-2265, visiting any Opportunity Bank office, or printing a copy by going to Opportunity Bank of Montana's website.

TERMS AND CONDITIONS

By clicking on the "Accept" button, you agree to the Consent and Authorization set forth above and the following Terms and Conditions:

Minimum Requirements

You agree that your mobile device meets the minimum system requirements set forth above. You also understand and agree that Opportunity Bank recommends that you retain a copy of electronic disclosures for your records, in either paper or electronic form.

Current Information

You agree to provide current and complete information about yourself including a valid and active email address. You also agree not to misrepresent your identity or account information.

E-Mail Address Change

You agree to promptly notify Opportunity Bank of any change to your email address by logging into Online Banking and choosing "Profile" or by contacting the Bank at 888-750-2265. You further agree that Opportunity Bank is not liable for any third party-incurred fees, other legal liability, or any other issues or liabilities arising from an invalid or inactive e-mail address. We are not responsible for any delay or failure in your receipt of the electronic documents if we send documents to the last email address you have provided to us.

Amendments

You understand and agree that Opportunity Bank reserves the right to change the Terms and Conditions of this Consent and Authorization. Where required by law, Opportunity Bank will notify you of the change. Continuing to use mobile banking services after receiving notice of the change is the reaffirmation of your consent to this agreement. Opportunity Bank also reserves the right to discontinue this service at any time.

Implications of Withdrawing Consent

As noted above, you have the right to withdraw your consent and authorization to receive electronic disclosures. By withdrawing consent, however, you understand and agree that you will no longer receive electronic disclosures. By withdrawing consent this service will be terminated.

Notification of Unauthorized Activity

You are responsible for maintaining the confidentiality of your password and account information. You are fully responsible for all activities that occur using your password or account. Please notify us immediately of any unauthorized use of your password or account or any other breach of security. You may not use anyone else's password at any time.

IMPORTANT: BY PRESSING THE "ACCEPT" BUTTON BELOW, YOU AGREE TO THE CONSENT AND AUTHORIZATION OF ELECTRONIC DISCLOSURES, AGREEMENT, AND ALL TERMS AND CONDITIONS SET FORTH HEREIN.

By clicking "Accept" below, you agree to accept this disclosure /agreement electronically. This means you will not receive paper copies of this disclosure.

SERVICE TERMINATION.

If you fail to comply with the terms of this Agreement, Opportunity Bank may cancel the Service immediately upon discovery of the breach.

AMENDMENT OF AGREEMENT.

Opportunity Bank may, at our discretion, amend this Agreement.

ACCEPTANCE OF AGREEMENT.

By accepting this Agreement, you agree to the terms set forth herein.

Card Management Additional Terms

The card management feature is offered by Opportunity Bank of Montana (referred to herein as “Card Controls”, “us”, “we” or “our”) for use by Opportunity Bank of Montana cardholders. Opportunity Bank of Montana’s card management feature is intended to allow You to initiate certain payment card related activities for Your enrolled Opportunity Bank of Montana card(s) via the card management feature. Those activities may include the ability to but not limited to:

- Register the card
- Activate and deactivate the card
- Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off (“**Controls**”)
- Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases (“**Alerts**”)
- View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information)
- Report Your card as lost or stolen
- Review Your spending by merchant type and/or by month
- View a list of merchants storing Your card information for recurring or card-on-file payments

The card management feature may enable access to Opportunity Bank of Montana and third parties’ services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that You accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at http://maps.google.com/help/terms_maps. Html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps/, or such other URLs as may be updated by Google. To the extent the card management feature allows You to access third party services, Opportunity Bank of Montana and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to You.

You agree to allow us to communicate with You via push notification, SMS and/or email, with respect to the activities performed via the card management feature. Data fees may be imposed by Your mobile provider for the transmission and receipt of messages and Alerts.

Opportunity Bank of Montana reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in Opportunity Bank of Montana’s card management feature.

Availability/Interruption. You acknowledge that the actual time between occurrence of an event (“**Event**”) triggering a selected Control or Alert and the time the notification of such event is sent to Your mobile device (“**Notification**”) is dependent on a number of factors including, without limitation, your wireless service and coverage within the area in which You are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, “**Commands**”) are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to Your mobile device in all areas.

If You registered to receive Notifications to Your mobile device, the card management feature is available when You have Your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. Opportunity Bank of Montana does not guarantee that the card management feature (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based upon the location of the mobile device where the card management feature is installed or the location of the merchant where the card is being attempted for use, may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant’s registered address.

You acknowledge and agree that neither Opportunity Bank of Montana nor its third-party services providers (including the developer of the technology enabling the notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither Opportunity Bank of Montana nor its third-party service providers shall be liable to you if you are unable to receive Notifications on Your mobile device in your intended area. Opportunity Bank of Montana for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any notification; any form of active or passive filtering.