

Opportunity Bank of Montana

Digital Banking Agreement and Disclosure

Please take a few minutes to review the terms and conditions for using Opportunity Bank of Montana Digital Banking. To use the Online & Mobile Banking service, you will need to click on the "I Accept" button before you can access your account information. You will only be required to "Accept" the Disclosure once upon logging into Online or Mobile Banking the first time. **Please read this Agreement carefully and keep a copy for your records.**

Digital Agreement and Disclosure Statement

This Agreement and Disclosure explains the terms and conditions governing Opportunity Bank of Montana's Digital Banking services. **This Agreement also contains the disclosure required by the Electronic Fund Transfers Act.** In this Agreement, the words "Opportunity Bank", "we," "us," "our" and "Bank" refer to Opportunity Bank of Montana and the words "you" and "your," refer to each person who can access an account through the Digital Banking service. When you use this service, or you permit any other person to use this service, you agree to the terms and conditions set forth in this Agreement and any instructions and materials we provide you regarding this service. Digital Banking is a service that allows customers to view account information and make money movement transactions to other bank accounts via the Internet or Mobile Device. We may at our discretion and without prior notification to you, enter into an agreement to have another party provide the Digital Banking service.

Online Banking Services

1. Eligibility

To be eligible for access to the Online Banking service you must have an Opportunity Bank account.

2. Equipment and Software

To access the Online Banking service, you will need an Internet connection. You will need to use a secure Internet browser. Update to the latest version of Microsoft Edge, Google Chrome, Apple Safari, Mozilla Firefox. Opportunity Bank is not responsible or liable for the performance or operation of your equipment, hardware, software, Internet provider or Internet browser or any part of them.

You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU. You agree to notify us promptly if any software or equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment.

You agree to comply with the terms of any software license(s) provided to you in connection with the Services. You may not transfer, distribute, copy, reverse compile, modify or alter such software. Unless otherwise agreed by us in writing, the computer programs, Service guides, security procedures, software and systems provided to you in connection with the Services represent our proprietary property and must be returned to us upon request.

3. Accessing Your Accounts

To access your accounts through the Online Banking service you must be an authorized signer on an account to check the account balance and be an authorized signer on all accounts to affect transfers.

Your application may list certain Bank accounts that you wish to access with the Services. If it includes the accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization. Work with a banker to complete an Application to designate accounts and/or apply for additional Services.

You will need to designate certain accounts for specific purposes in connection with some of the Services. If you link more than one checking account to our Wire or ACH Services, for example, you will need to specify the account from which transfers should be made.

You shall appoint an individual (an "Administrator") with the authority to determine who will be authorized to use the Services on your behalf. Your Administrator shall establish separate security codes for you and each user, as well as limits on each user's authority to access information and conduct transactions. You assume sole responsibility for the actions of your Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Administrator to use the Services.

4. Hours of Accessibility

You may access your eligible accounts through the Online Banking service seven days a week, 24 hours a day. There may be times, however, when the Online Banking services is temporarily unavailable.

5. Multifactor Login Security

Secure Now provides Login Defense and Out of Band Authentication.

To access the Online Banking service FOR THE FIRST TIME ONLY you will enter information that is verified back to the records on file for you and your account. When all requirements are validated you will then be prompted to create a username and password. To change your Password at any subsequent time, follow the instructions listed in the Profile section of the Online Banking service. For security reasons, we recommend that you memorize your Password. Do not write your Password down or make it available to any other person. You are responsible for keeping your Password and account information confidential. **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. Then CONTACT US IMMEDIATELY at 888-750-2265.**

In addition to your Password, Online Banking has an additional security layer called Out of Band Authentication a/k/a One-Time Passcode (OTP). Out of Band allows you to be authenticated via an automated voice call or a text message that delivers a one-time passcode that you submit to the online banking session. Out of Band can be called at login, as well as midsession to re-authenticate prior to allowing a high-risk action.

For certain business solutions, e.g. ACH and Wire initiation, as separate Token process is utilized to authenticate you as the user. This may be used in place of or in addition to the OTP.

6. Fund Transfers

Transfers completed after 6:00pm Mountain Standard Time (MST) Monday - Friday will be posted to your account on the next business day. Transfers completed on a weekend or on a holiday may be posted to your account on the next business day if funds are available. You will receive a confirmation number after every transfer you make using the Online Banking service that you should save for your records. You will receive an error message with a confirmation number if a transfer cannot be completed when using the Online Banking service. If you have a question about an error message, contact your local branch or email us at digitalbanking@oppbank.com. There is a limit to the available balance in your account plus the available balance in your overdraft protection account (if applicable), whichever is less, on any transfer made through the Online Banking service.

YOU ARE RESPONSIBLE FOR ALL TRANSFERS ORIGINATED WITH THE USE OF YOUR ACCESS ID AND PASSWORD INCLUDING FUNDS TRANSFERRED BY AN UNAUTHORIZED PERSON AS A RESULT OF YOUR NEGLIGENCE.

7. Transaction Limitations

According to Federal Regulation D, you may not make more than six (6) electronic transfers or withdrawals from a **savings** or **money market** account to another deposit account or to a third party per monthly statement cycle. This includes pre-authorized or automatic transfers, 24-Hour Telephone Banking telephone transfers, the Online Banking Bill Payment payments, the Online Banking transfers and overdraft protection.

8. Opportunity Bank of Montana Online Banking Fees

There is no fee to use Opportunity Bank's Online Banking service.

See our Business Fee Schedule for details regarding fees associated with our Business Solution Services. You agree to pay us the fees we establish for each of the Services. We will charge them directly to your account

with us. We may amend our Service pricing (Business Fee Schedule) from time to time. Prices are subject to change without prior notice. Special or additional Services performed at your request will be subject to such additional terms and fees as you and we may agree. If your accounts with us are analyzed, you may be able to use your available earnings credit to offset certain Service charges. If your analyzed accounts contain funds belonging to third parties, you represent that your use of any related earnings credit is not limited by law, regulation or agreement with such third parties.

In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by us). You also are responsible for the costs of any communication lines and any data processing charges payable to third parties.

Regulation E Disclosure Statement – Consumer Accounts

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.

4. 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. UTMA- Online and Mobile Banking transfers are not permitted. Health Savings Accounts (HSA) – Online and Mobile Banking transfers, crediting the account, are not permitted. Transfers within Online and Mobile Banking are limited to debits only.

5. 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.

6. 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.

7. 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.

8. 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 – Consumer Accounts **In Case of Errors or Questions about your Electronic Transfers**

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

Telephone
888-750-2265

On Location
1400 Prospect Ave
Helena, MT 59601

By Mail
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.

Additional Information: Please also see "What You Need To Know About Overdrafts and Overdraft Fees" disclosure.

TransferNow the External Transfer Service

1. Introduction.

This Terms of Service document (hereinafter "Agreement") is a contract between you and Opportunity Bank of Montana (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers.

We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

3. Amendments.

We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

4. Our Relationship With You.

We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

5. Assignment.

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service.

Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: PO Box 4999 Helena, MT 59604-4999. We may also be reached at 888-750-2265 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You.

You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You.

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Receipts and Transaction History.

You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy.

Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

11. Privacy of Others.

If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. Eligibility.

The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

13. Prohibited Payments.

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. Acceptable Use.

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General

Terms above of any violations of the General Terms or the Agreement generally.

15. Payment Methods and Amounts.

There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

16. Your Liability for Unauthorized Transfers.

Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

17. Taxes.

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

18. Failed or Returned Payment Instructions.

In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

19. Address or Banking Changes.

It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses.

Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting

customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. Information Authorization.

Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

21. Service Termination, Cancellation, or Suspension.

If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. The easiest and most convenient method to cancel transfers is via Online Banking; alternatively, you may initiate a transfer cancellation request by calling us at 888-750-2265 (M-F, 8am-5pm MST). If you call, we may also require you to put your request in writing and return to us within 14 days of your call. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:

1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. The following paragraph applies to Consumer Accounts only: Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) (90 days if the transfer involved a new account) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

23. Intellectual Property.

All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

24. Links and Frames.

Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

25. Password and Security.

If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how

the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies.

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

27. Disputes.

In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

28. Arbitration.

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

29. Law and Forum for Disputes.

Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

30. Indemnification.

You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

31. Release.

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

32. No Waiver.

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

33. Exclusions of Warranties.

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

34. Limitation of Liability.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

35. Complete Agreement, Severability, Captions, and Survival.

You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something

stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.
- b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer

Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).

- d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

2. Transfer Methods and Amounts.

Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

3. Transfer Cancellation Requests.

You may cancel a transfer at any time until it begins processing (as shown in the Service).

4. Stop Payment Requests.

If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

5. Service Fees and Additional Charges.

You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

6. Refused Transfers.

We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to

refuse to transfer funds.

7. Returned or Failed Transfers.

In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

8. Definitions

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.

Business Accounts and Services

1. Access to Account Data.

Some of the Services provide you with balance and other account information. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system or use any Services for any reason, you can contact your local branch during business hours for loan and deposit information and to conduct banking business.

2. Information Processing and Reporting.

We offer a number of Services that require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

3. Information You Provide to Us.

You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require (e.g., in connection with Remote Deposit Capture (RDC), Wire and ACH transfers). We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you or your agents. For example, if you give us a wire transfer instruction that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.

4. Your Instructions.

You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in transfer and payment instructions.

5. Your Review.

You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for

a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

6. Reliance on Third Parties.

Our ability to provide certain Services (e.g., in connection with electronic data interchange) is dependent upon our ability to obtain or provide access to third party networks. In the event any third-party network is unavailable or we determine, in our discretion, that we cannot continue providing any third-party network access, we may discontinue the related Service or may provide the Service through an alternate third-party network. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third-party vendors.

7. User Guides and Security Procedures.

We may provide you with a Security Token, User ID and/or passwords (collectively, a "Security Code") to access the Services. We may also provide you with operating procedures and user guides ("User Guides") in connection with certain Services. You agree to: (a) comply with the User Guides and procedures that we provide to you; (b) take reasonable steps to safeguard the confidentiality and security of the Token, Security Code, the User Guide, and any other proprietary property or information we provide to you in connection with the Services; (c) closely and regularly monitor the activities of employees who access the Services; and (d) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You agree to change the passwords you assign to your employees on a regular basis, but no less frequently than every 90 days. You agree to change your temporary passwords promptly after you are given access to the Services for the first time and whenever anyone who has had access to your Security Code is no longer employed or authorized by you to use the Services. We may require you to change your Security Code at any time. We may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you make a transfer or payment with a Service, you warrant and agree that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer or payment order we receive through the Services, even if the order is not authorized by you, if it includes your Token, Security Codes or is otherwise processed by us in accordance with our security procedures.

8. Remote Deposit Capture ("RDC") Service.

If you are approved for our RDC Service, you agree to comply with all the state and federal laws and regulations, the Check 21 Act, The Electronic Check Clearing House, and image quality as established by American National Standards Institute (ANSI) as stated in Addendum B. You also agree that the image of the check transmitted to Bank shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Montana. **See Addendum A to apply for this Service. See Addendum B to review additional Terms and Conditions and/or execute, if approved, for this Service.**

9. Wire Transfer Service.

If you are approved for our Wire Transfer Service, you can provide us with electronic instructions to transfer funds to domestic third parties. **Wire transfers to foreign countries are not permitted through this service at this time.** You will receive a message that confirms our receipt of your domestic wire instructions. **See Addendum A to apply for this Service. See Addendum C to review additional Terms and Conditions and/or execute, if approved, for this Service.**

10. Automated Clearing House ("ACH") Origination Service.

If you are approved for our ACH Service, you agree to comply with the Operating Rules of the National Automated Clearing House Association ("NACHA") (collectively, the "Rules"), as amended from time to time. You can obtain or review the NACHA Rules at www.nacha.org/rules. **See Addendum A to apply for this Service. See Addendum D to review additional Terms and Conditions and/or execute, if approved, for this Service.**

11. Check Positive Pay Service.

If you are approved for our Check Positive Pay Service, you may upload a checks issued file from your eligible accounts to verify against checks presented for payment to Bank through normal inter-bank clearings process. This service may help prevent fraudulent check activity on your eligible accounts. **See Addendum A to apply for this Service. See Addendum E to review additional Terms and Conditions and/or execute, if approved, for this Service.**

12. Online Transfer Service.

Transfers between your deposit accounts with us are subject to the terms of your deposit agreement. You may instruct our electronic system to make transfers between your accounts at any time on any day.

13. Online Bill Payment Service.

This Service allows you to obtain information about your accounts and transactions, communicate with us electronically, and make payments to others.

Bill Payments.

You may make payments to others from one or more of your designated checking accounts with us. If you link more than one checking account to the Service, you must specify which account you wish to use in making payments.

Eligible Payees.

We reserve the right to determine who may be a payee of online payments. You may not use the Service to pay taxes. Unless we advise you otherwise, payments may be made only to payees located in the United States.

Initiating Payments.

To initiate a payment, you must specify the person or business you are paying, the date for processing your payment, the amount to be paid, and (if you have one) your account number with the payee. The first time you request a payment to be made to a payee, you must also specify the payee's address and the number of the account from which the payment is to be made. We may modify the payee address to accommodate special processing requirements. We will send your payment to the payee either by transferring the funds electronically or by mailing a check to the payee.

Automatic Recurring Payments.

You may use the bill payment function to arrange for the automatic payment of bills that have a fixed frequency and amount. Once your automatic bill payment arrangements are established, we will make the payments without further requests by you. If the payment due date for an automatic payment falls on a weekend or holiday, the payment may be made the following business day.

Charging Your Account.

When you transmit a payment request, you authorize us to charge your designated account on the date we process the payment (e.g., the day we initiate payment by an ACH entry or pay a check). We may treat online checks with the same effect as if you had signed them. You may not stop the payment of an online check once the transaction has been posted to your account.

Scheduling Bill Payments.

Our online system will ask you to specify a "Process Date" for each payment. Since we cannot initiate a payment by check or ACH transfer earlier than the business day following our receipt of your instruction, you may select any business day other than the current date as the Process Date. You should enter and transmit your payment instructions to us five-to-ten business days before your payment is due (without regard to any grace period). Although we may be able to pay certain payees electronically within three business days of the Process Date, it may take longer for payments sent by mail, depending on the location of the payee and the speed of the mail. It is your responsibility to request that payments be made in such a manner that they will be received in time. You are solely responsible for any damages, such as late charges, that may be imposed as a result of your failure to identify the correct Process Date and transmit your payment instructions to us in a timely manner. To ensure that critical or time-sensitive payments are received on time, you should consider establishing Process Dates (especially for payees that will receive payments by mail) well in advance of the payment due date.

Canceling Bill Payments.

If you make a mistake or decide to cancel a payment you may send us a cancellation request prior to our then-current cutoff hour for such requests.

14. Amending/Canceling a Transaction.

Unless this Agreement or your User Guide provides otherwise, you do not have a right to cancel or amend a payment or transfer instruction (e.g., an ACH payment) once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not effected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction you wish to stop. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, attorneys' fees, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

15. Our Rejection of Transactions.

We may refuse any transfer or payment instruction without cause or prior notice.

16. Notice of Returned Payments or Transfers.

We may notify you electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned (e.g., by ACH) for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute your instruction.

17. Unauthorized Transactions and Errors.

We may process any payment or transfer instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the security procedures (e.g., Security Token) you and we have agreed upon for the Service. The instructions will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such transactions, even though they are not transmitted or authorized by you. We may elect to verify the authenticity or content of any instruction, as an alternative security procedure, by placing a call to any authorized signer on your account or any other person designated by you for that purpose. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.

You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of the Security Codes or Tokens or User Guide; or (d) other problems related to the Services. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 14 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us within 14 days (except where applicable law provides a 60 calendar day review period), you agree that, in addition to any other limitations on our liability: (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from your failure to give us such notice or that might have been prevented by your giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest that results from your failure to give us such notice or which might have been prevented by your giving us such notice. Notice to us must be mailed or delivered to us at Opportunity Bank of Montana, P.O. Box 4999, Helena, MT 59604 or you may contact your local branch.

18. Transaction Limits, Separation of Duties and Safeguards.

You agree not to exceed the Service transaction limits we establish from time to time for your account (e.g., in connection with ACH transactions, initiated wire transfer or RDC deposits). The System provides you the ability to require that an approval of certain Services take place before they can be processed. In order to increase your internal security, we strongly suggest that Company Administrator assign the ability to initiate transactions such as ACH Originations and Wire Transfers and the ability to approve these transactions to separate users whenever possible. Similarly, if Company has been approved for the Check Positive Pay Service, we strongly recommend that whenever possible the user assigned access to these Services should not be the same individual that issues Company's checks. You agree that you will not allow anyone to initiate transfer or payment instructions on your behalf without proper supervision and adequate safeguards, and that you will review pending payment and transfer instructions prior to their submission to us to ensure that they are complete, accurate and properly authorized.

19. Business Days and Cutoff Hours.

Our business days are Monday through Friday, excluding holidays. You will be notified in the event that System processor closes earlier, due to a holiday, then said cutoff hours so you may make proper arrangements. Account balances reported on the System are not live, real time balances. Balances are updated nightly after each Business Day's processing. Transactions processed between updates may not be available until after each day's processing is completed, which takes place at the end of each Business Day. The cutoff time for Transfer of funds to and from any of your Eligible Account(s) is 6:00 p.m. Mountain Standard Time. Transfer of Funds made after such time will be processed on the next business day. A number of our Services are subject to processing cutoff hours (Mountain Standard Time): 4:00 p.m. for RDC deposits; 2:00 p.m. for domestic wire transfer orders; 4:00 p.m. at least two (2) business days, but no less than one (1) business day before the effective date for ACH transaction entries; 10:30 a.m. for Check Positive Pay decisions. Instructions received after the cutoff hour or on a nonbusiness day may be deemed received as of the next business day. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

20. Limitation of Liability.

Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. You agree we are not and will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your Account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer's recommendations or our Service instructions. There may be other exceptions to our liability, as stated in your deposit or other Service agreements with us.

We will not be responsible under any circumstances for special, indirect, or consequential damages that you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages.

You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

21. Indemnification.

You agree to indemnify, defend and hold us, our parent company, affiliates and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; or (b) the actions or omissions of you, your agents or employees.

22. Arbitration.

At your or our request, any claim or controversy that arises out of or relates to this Agreement or the Services will be submitted to arbitration.

23. Statements and Notices.

Information on transfers to or from your accounts will be reflected on your periodic statements and will be available to you online. We are not required to provide you with any other notice of the receipt, transmittal for crediting of RDC deposits, debiting of wire transfers, ACH entries or bill payments.

See the *Unauthorized Transactions and Errors* section, which imposes important responsibilities on you to promptly review such statements and other notices, and to promptly report discrepancies to us.

Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you electronically at the statement, email, or mailing address shown for you in our deposit or Service records. Notices to us must be mailed or delivered to us at Opportunity Bank of Montana, P O Box 4999, Helena, MT 59604 or you may contact your local branch.

24. Company Records.

This Agreement and the Services are not intended to relieve you of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. You agree to retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry until ten business days following receipt by us of the deposit, file, entry, transmission, or other order affecting an account.

25. Unlawful Internet Gambling Notice.

Company agrees not to process restricted or prohibited transactions as defined by Federal Reserve Regulation GG and Deposit Agreement.

26. Termination.

You or we may terminate this Agreement as to some or all of the Services, with or without cause, by giving 30 days prior notice to the other party. We may suspend or terminate your Services or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) we reasonably believe that the confidentiality of your Security Code or Token is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or any of the Services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination.

27. Confidential Information and Proprietary Right in Data.

All information of a business nature relating to the assets, liabilities or other business affairs disclosed to Bank by you is confidential. Except as allowed by applicable law, Bank shall not disclose or permit access to any such information by any person, firm or corporation. The Bank shall cause its officers, employees and agents to take such action as shall be reasonably necessary to preserve and protect the confidentiality of such information, by disclosing such information only to persons needing to have access thereto for the performance of the Bank's obligations under this agreement or to any other party to which Bank may be required by law to report such information. You agree to hold confidential, and to use only in connection with the services provided, all information for its own benefit or otherwise. You agree that any specifications, equipment, software or programs provided to you by Bank in with this Agreement and Services, or supplied or made available to you by Bank, are the exclusive property of Bank, its agents, suppliers or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Opportunity Bank of Montana. This clause shall survive the termination of the Cash Management Agreement.

28. Miscellaneous Terms.

Agents.

You will not allow others to provide instructions to us (e.g., RDC deposits, wires transfer orders or ACH entries) on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions.

Amendments.

We may amend (add to, delete or change) the terms of this Agreement, the Service fees, and User Guides at any time in our sole discretion by providing you with notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services. Company's continued use of any Service shall constitute Company's agreement and additional evidence of your acceptance of the amendment.

Governing Law.

This Agreement and Addenda will be governed by and construed in accordance with the U.S. federal and state of Montana laws. You agree not to initiate any wire transfer, ACH entry or bill payment that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

Entire Agreement.

This Agreement supplements (and supersedes where inconsistent) the terms of your deposit agreement with us. Together, they constitute the entire agreement between you and us with respect to the Services. There are no statements, promises or inducements made by either party or an agent of either party that are not contained in this written Agreement or other documents referenced by this Agreement.

Financial Review.

You agree to provide us with a financial statement or information on your financial condition upon our request.

Monitoring of Communications.

You agree on behalf of yourself, your employees and agents that we may monitor and record your telephone and electronic communications in connection with the Services at any time, without further notice to you or any party to the communication.

No Assignment.

We may assign our rights and delegate our duties under this agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.

No Third Party Beneficiaries.

This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement.

No Third Party Use.

Unless you have our prior consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.

Overdrafts.

When you transmit a transfer or payment request to us, you authorize us to charge your account for the amount indicated. If your account does not have sufficient available funds, we may reject the transaction. Our allowance of any overdraft will not obligate us to honor future overdrafts at a later time, and we may refuse to do so without cause or prior notice. We may charge a fee for each payment or transfer request presented against insufficient available funds.

Security Interest.

You grant us a security interest in your Bank accounts to secure the repayment of any overdraft or other obligation that you incur under this Agreement.

Validity.

If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.

Waivers.

Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.

Effective Date.

This Agreement shall become effective upon the date signed and/or accepted.

Waiver of Statutory and Other Legal Requirements.

YOU AGREE THAT ALL OF THE PROVISIONS OF THIS AGREEMENT ARE ENFORCEABLE AS YOU HAVE EQUAL BARGAINING POWER AND HAVE ENTERED INTO ALL PROVISIONS VOLUNTARILY AFTER A FULL REVIEW AND UNDERSTANDING OF THIS AGREEMENT WITH ANY DESIRED LEGAL, ACCOUNTING OR OTHER ADVISOR, AND YOU AGREE TO SPECIFICALLY WAIVE, IF LAWFUL, ANY STATUTORY PROVISION, CASE LAW OR OTHER LEGAL AUTHORITY WHICH IS IN ANY WAY CONTRARY TO AND/OR NULLIFIES/VOIDS ANY PROVISION OR PORTION OF A PROVISION OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY REQUIRED AGREEMENT FORMALITY.

Advice of Your Attorney.

YOU MAY WISH TO HAVE AN ATTORNEY REVIEW THIS AGREEMENT PRIOR TO AGREEING TO THE TERMS AND CONDITIONS CONTAINED HEREIN. YOU MAY PRINT A COPY OF THIS AGREEMENT

PRIOR TO AGREEING TO THESE TERMS AND CONDITIONS.

Credit Approval and Underwriting.

Company agrees to provide Bank such financial, business and operating information as Bank from time to time may request in connection with Bank's lawful obligations, monitoring, underwriting and/or approval process related to the approved Services covered in this Agreement and applicable Addenda.

Company Authority.

The person signing and/or accepting this Agreement and any applicable Addenda on behalf of the company represents and warrants that he or she has full authority to do so and that this Agreement binds the company.

By accepting, you are accepting this Agreement and are bound by its terms. You certify the representations made and agree to all of the terms and conditions and limitations set forth in this Agreement and any applicable service Addenda. If you desire you may obtain an additional copy of the Agreement and Disclosure at no charge by visiting any Opportunity Bank office.

Mobile Banking Services

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.

Biometric Login for Mobile Banking. Biometric Login is an optional biometric sign-in method for Opportunity Bank of Montana Mobile Banking that may be available for certain mobile devices that have a built-in biometric scanner. To use Biometric Login, you will need to first save your fingerprint/facial feature scan on your mobile device (for more help with biometric scanning, contact the manufacturer that supports your mobile device). Biometrics are stored on your device only and Opportunity Bank of Montana never sees or stores your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information 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. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., password). To use biometric login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within Opportunity Bank of Montana Mobile Banking.

Android is a trademark of Google Inc.

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 Bank 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 vendors 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.

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.

Security/Activity Account Alert

Alerts.

Your enrollment in Opportunity Bank of Montana Online 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.

1. 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.

2. 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.

3. **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.

4. **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.

General Disclosure Information

1. **Use of Email**

Correspondence through Email is an efficient and quick means of reaching the Bank and for the Bank to reach its clients. However, Email is not a secure means of communication. Although rare, instances of Email interception and alterations have been documented. **YOU ACKNOWLEDGE THE SECURITY LIMITATIONS OF YOUR USE OF EMAIL TO COMMUNICATE WITH THE BANK AND RELEASE THE BANK OF ANY LIABILITY IN THE EVENT YOUR EMAIL CORRESPONDENCE IS COMPROMISED.** If you send us electronic mail ("e-mail"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. As such, we recommend that you not send account data or other sensitive information to us by e-mail.

Your use of the Internet will be entirely at your own risk. We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or of any Internet web site, including without limitation our web site; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.

You agree that: (a) Internet services are provided to you on an "as is" basis, without warranties of any kind; (b) we, our affiliates, Internet service providers, and licensors will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (c) you will comply with all laws applicable to your Internet activities; (d) you will not transmit any information which is defamatory abusive, or which may give rise to civil liability; (e) we may monitor your e-mail and Internet communications with our employees; and (f) our Internet Service will be subject to the additional qualifications and operating rules, if any, set forth on our web site.

2. **New Services and Changes to this Agreement**

Opportunity Bank, may, from time to time, introduce new Online Banking services and/or change the terms and conditions of this Agreement. The Bank reserves the right to change the terms and conditions of this Agreement at any time, which includes the addition or deletion of fees of our Online Banking service. If changes are made, we shall update this Agreement on our website and notify through Email or account statement notification of the change. The change will be posted at least 21 days in advance of the effective date of any additional fees for online transactions, or for any stricter limits on the type or amount or frequency of transactions, or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain security of the service. By using the Online Banking service after the effective date of the change, you agree to be bound by the revised terms and conditions

3. **How to Withdraw Consent**

If you do not consent to receiving Opportunity Bank of Montana's Digital Banking Agreement and Disclosures in electronic form, exit this screen and select the "Decline" button. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as at 1-888-750-2265. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

You agree to notify us of any changes to your email address by logging into Online Banking and choosing "Profile" or by contacting the Bank at 888-750-2265. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, your access and use of Online & Mobile Banking may be terminated.

4. Hardware/Software Requirements

To access this disclosure on a mobile device, you will need:

- 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).

To access this disclosure on a traditional computer, you will need:

- A computer with any of the following operating systems: Windows XP or higher, OS X (Apple) or higher;
- An internet connection with an internet 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;
- Software that accurately reads and displays .pdf files (such as Adobe Reader 8.0 or higher); and
- 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 Online Banking products and services after receiving notice of the change is the reaffirmation of your consent to this Agreement.

5. Ownership of Website

The content, including, without limitation, all information, text, graphics, and design, of our website is copyrighted by Opportunity Bank, and the unauthorized use, reproduction, linking or distribution of any part of the website is strictly prohibited.

6. Assignment

The Bank may assign this Digital Banking Agreement to its Holding Company or to any new, existing, or future direct or indirect subsidiary of its Holding Company or of the Bank. The Bank may also assign or delegate certain of its rights and responsibilities under this Digital Banking Agreement to independent contractors or third parties.

7. Applicable Law

Except to the extent that Federal law is controlling, your rights, our rights, and the terms and conditions of this Agreement, this Agreement will be governed in all aspects by laws of the State of Montana without reference to principles of conflicts of laws. Any action brought in a court concerning this Agreement or the Online Banking service must be brought in a proper court in the State of Montana.

8. Geographic Restrictions

Opportunity Bank is located in the state of Montana. The service described in this Agreement and all of our credit and deposit services are provided subject to Federal and state law and are only available to new customers who are residents of or businesses located in our geographic markets defined as the cities and counties surrounding our branch offices, and to former and current customers. Some exceptions apply to stockholders of Eagle Bancorp (the holding company of Opportunity Bank of Montana) that are not residents of said areas.

9. Acceptance

By pressing the "I Accept" button or by using the Online & Mobile Banking service you are agreeing to Opportunity Bank of Montana's Digital Banking Agreement and Disclosure Statement and you are agreeing to accept delivery of the Agreement and Disclosure electronically. If you desire you may obtain an additional copy of the Agreement and Disclosure at no charge to you by visiting any Opportunity Bank office or printing a copy by going to Opportunity Bank of Montana website, scrolling to the bottom and clicking on the link entitled "Agreement & Disclosures".