

## I. INTRODUCTION

Little Horn State Bank ("Bank") is pleased to provide its customers with online and mobile access to their accounts. This Agreement outlines the general terms and conditions applicable to online and mobile account access, as well as other special online and mobile services offered by the Bank.

### A. Definitions

- "Access Credentials" means the Access ID, Password, PIN, and security questions used to authenticate identity and access the Services.
- "Account" or "Accounts" means the deposit, loan, credit card and/or investment account(s) identified in your Enrollment Form(s).
- "Account Agreements" means the terms and conditions governing your Accounts, as well as the federal regulatory disclosures applicable to your Accounts.
- "Account Holder" means you as the owner of an Account. If there is more than one owner of an Account you are collectively referred to as the "Account Holders."
- "Agreement" means this Personal Online and Mobile Banking and Access Agreement.
- "Authorized Representative" means a person with authority to take action or make decisions on behalf of another person with respect to an Account and includes any person the Account Holder may authorize to access an Account or use the Services.
- "Enrollment Form" means the form you complete and submit to receive each of the various Services described in this Agreement.
- "Enrolled Service" means each Service for which you enroll.
- "Mobile Services" means the Services accessed via mobile device.
- "Online Services" means the Services accessed via online access.
- "Services" means the online and mobile account access and other special services identified in this Agreement.
- "System" means the computer and internet service by which you obtain online access and/or the mobile device and wireless carrier by which you obtain mobile access.
- "Website" means the Bank website accessible at [www.littlehornstatebank.com](http://www.littlehornstatebank.com)
- "We," "our," and "us" means the Bank.
- "You" and "your" refers to anyone who accesses the Website and/or Account Holders and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Account who utilize the Services.

**B. Access to Services.** The Website is utilized to enroll in the Services and for access to the Online Services. Access to Services requires appropriate Systems and equipment as specified in the Enrollment Forms or as specified by Bank from time to time.

**C. Agreements Governing the Services.** By enrolling in and using the Services described in this Agreement, you represent that you are the Account Holder of the Account(s) and agree that your use of the Services will be governed by the terms and conditions contained in any applicable Enrollment Forms, this Agreement, and the Account Agreement(s) applicable to the Account(s) for which the Services are utilized. In the event of a conflict between these various agreements, the applicable Enrollment Form (if any), or this Agreement, in that order, shall control as to the specific conflict at issue, unless this Agreement specifically states otherwise.

**D. Account Holders.** If an Account for which Services are requested is a multiple party or joint account, each account holder shall be jointly and severally (individually) liable for all actions and transactions made on the Account. By enrolling in any Service you acknowledge that you are responsible for all transactions made by all Account Holders and any Authorized Representatives.

## II. SERVICES OFFERED

### *Online Account Access with Banking Services.*

Personal Online Banking Services provides general online access to Accounts. When enrolled in Online Banking you can view Account balances, transaction information, and check images; make internal funds transfers between Accounts; initiate single item stop payment orders; order checks; download statement information (if enrolled via Quicken or QuickBooks); receive electronic statements (if also enrolled in E-Statement Services); pay bills (if also enrolled in Bill Pay Payment Services); engage in Mobile Banking (If also enrolled in Mobile Banking.) Mobile Account Access with Mobile Banking Services. Mobile Banking Services ("Mobile Banking") provides general mobile access to Accounts utilizing a mobile device. When enrolled in Mobile Banking you can view Account balances and transaction information, make internal funds transfers between Accounts, find branch and ATM locations, pay bills (if also enrolled in Bill Payment Services). Mobile

Banking is available with the following participating wireless carriers: AT&T, Cincinnati Bell, Cricket, MetroPCS, Nextel/Boost, Sprint, T-Mobile®, Verizon Wireless, and Virgin Mobile USA. Mobile Banking message frequency depends on account settings. Message and data rates may apply. At any time, you can text HELP to 99588 for help, or text STOP to 99588 to cancel Mobile Banking.

You can contact us for help with Online and Mobile Services by calling 1-800-823-5472 M-F, 8:00am-5:00pm MST.

*Electronic Statements with E-Statement Services.*

E-Statement Services ("E-Statements") provides the ability to receive Account statements online if enrolled in Online Banking.

*Bill Payment with Bill Pay Services.*

Bill Payment Services ("Bill-Pay") provides online bill payment services if enrolled in Online Banking and mobile bill payment services if enrolled in Mobile Banking. When enrolled in Bill Pay you can pay bills, schedule recurring payments, set due date reminders, and receive bills electronically from participating merchants. Account transaction activity if enrolled in OnLine Banking and Mobile Banking.

*Availability of Services.*

The Services and other Bank products and services described in our Website are not necessarily available everywhere, and may or may not be available to non-residents and non-citizens of the United States.

### III. HOW YOU SIGN-UP FOR SERVICES

Enrollment Forms for each of the Services are provided on our website. Each Enrollment Form will identify the Account(s) for which Services will be provided and terms and conditions specifically relating to the Service, if any. By using a Service you agree to the terms and conditions contained in this Agreement as well as the specific terms and conditions relating to the Service.

### IV. YOUR RESPONSIBILITIES WHEN USING THESE SERVICES

- A. Access Security.** When enrolled to receive Services you will utilize Access Credentials you establish. The Access Credentials can be used to view Account information, transfer and withdraw funds, and otherwise access the Account utilizing the Services. You acknowledge that you are solely responsible for the security of the Access Credentials and for any transactions authorized using the Access Credentials. Bank is not liable for any losses caused by the improper or negligent maintenance of secure information or the actions of a third party as a result of unauthorized use of Access Credentials; you are responsible for all transactions conducted using the Access Credentials. Bank is entitled to act upon Instructions received through any Service under the applicable Access Credentials without inquiring into the identity of the person using the Access Credentials or the validity of the transaction. Neither Bank nor its employees will ask for your Access Credentials. You hereby indemnify and release Bank from any and all liability and agree not to make any claim against Bank or bring any action against Bank for honoring or allowing any actions or transactions where the proper Access Credentials are utilized. You assume all liability and responsibility to monitor the Accounts and must immediately notify Bank if you discover or suspect an objectionable or unauthorized transaction or activity in an Account. You may at any time ask Bank to disable your Access Credentials and issue new Access Credentials to you.
- B. System Security.** It is your responsibility to protect your System's security and to protect your System against viruses, worms, trojans, and other items of a destructive nature. You agree to use reasonable care not to introduce any such items to our website or any Services offered through the Bank's website.
- C. Transmission and Transaction Risks.** You acknowledge that the electronic transmission of confidential information is performed at your own risk. You assume all liability and responsibility to monitor the Accounts and in the event you discover or suspect an objectionable or unauthorized transaction or activity in an Account, you will immediately contact Bank.

### V. ACCOUNT INFORMATION

Balance and transaction information available via the Services is subject to the Bank's provisional credit, posting, and funds availability policies and may not reflect same day transactions. Account histories for transactions made via the Online and Mobile Services may be limited and you should review your Account statements for additional or historical information.

### VI. GENERAL TERMS AND CONDITIONS

- A. Term.** This Agreement is effective as to each Service on the date of Enrollment and will remain effective from that date until the Service is terminated by Bank or you.

**B. Interruption of Services.** The Services may be unavailable at certain times for the following reasons:

- Scheduled maintenance or upgrades
- Unforeseen unscheduled maintenance as may be necessary from time to time
- Outages caused by major unforeseen events impacting Bank or its third party processors, such as, but not limited to; earthquakes, fires, floods, computer failures, interruptions in telephone or Internet service or electrical outages that interrupt access to the Services
- System interruptions or failures, which are expressly not the responsibility of Bank. Although Bank will make all reasonable efforts to ensure the availability of the Services, Bank is in no way liable for the unavailability of the Services or any consequential damages that may result therefrom.

**C. Liability Limitation.** Bank will not be liable for any claims, demands, liabilities, costs, losses, judgments, expenses and damages of any and every kind (including reasonable attorneys' fees and costs) ("Losses") paid, suffered, or incurred by you, and you will indemnify Bank from and hold Bank harmless against any Losses paid, suffered, or incurred by it, arising directly or indirectly as a result of or in connection with (i) your performance or failure to perform your obligations in accordance with all applicable agreements; (ii) any forged or unauthorized signatures in any documentation executed in conjunction with this Agreement; (iii) Bank's acting on any information furnished by or on behalf of you; or (iv) the exercise of Bank's rights, or performance of Bank's obligations in accordance with the provisions governing all applicable agreements governing the Services.

Bank will not be liable for any Losses arising from the use of the Services, except to the extent that the Losses arise from Bank's own gross negligence or willful misconduct. Bank will not be liable for information or data that is inaccurate, incomplete, or not current. Information and data available from the Services is provided for reference purposes only. Bank's liability to you for any Losses, regardless of form, shall not exceed the monthly service fee portion of the applicable fees paid to Bank for the six (6) months prior to the occurrence of the loss. Under no circumstances will Bank be liable for any incidental or consequential damages, or damages caused in whole or in part by the action or inaction of you or an Authorized Representative. Bank shall not be liable for any failure or delay in performance of its obligations under this Agreement or any losses or delay caused by accidents; strikes; fire; flood; earthquake; disasters; war; terrorism, riot; equipment or system breakdown; electrical, mechanical or communication line failure; acts of God; government regulations; or any cause that is reasonably unavoidable or beyond its control. You agree that the fees charged by Bank for the performance of the Services shall be deemed to have been established in contemplation of these limitations on Bank's liability.

**D. Communications with the Bank.** You can contact us for help with the Services by calling (406) 665-2332 or (406) 656-5148 Monday - Friday, 8:00am-5:00pm MST. You may also contact us via email at [www.littlehornstatebank.com](http://www.littlehornstatebank.com) for general, non-urgent communications. As regular email is not secure, we caution against using email for transmitting any sensitive personal information. Because your identity cannot be confirmed, we cannot act on any instructions received via regular email. Your Access Credentials are confirmed when you login to Online Banking; therefore, when you send a Secure Message through OnLine Banking, any instructions received by you will be acted upon as if you had provided those instructions in person.

**E. Modification.** Bank may change and update operating procedures and terms and conditions for the Services upon providing notice to you. If this Agreement or the terms and conditions for use of the Services is modified, your continued use of the Services will be deemed to be acceptance of the modifications.

**F. Disclaimer of Warranties.** Disclaimer of Warranties. YOU AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT. BANK SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM FURNISHING THE SERVICES UNDER THIS AGREEMENT.

**G. Assignment.** You may not transfer or assign your rights or duties under this Agreement or the Services to another party.

**H. Termination.** If you are dissatisfied with any aspect of the Enrolled Services, your sole and exclusive remedy is to discontinue use of the Enrolled Service. Bank may discontinue the Services by providing advance written notice to you. The liability and indemnification provisions of this Agreement shall survive the termination of Services.

**I. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. The parties hereby agree to submit to the exclusive jurisdiction of the state and federal courts of the State of Montana with respect to any lawsuit pertaining to this Agreement.

**J. Waiver.** No waiver by either party of any breach or default under this Agreement by the other party shall be construed as a waiver of any succeeding breach.

#### **VII. FEES**

You will pay fees for Enrolled Services as set forth in Bank's most current Schedule of Charges or as specifically disclosed for the applicable Service, as may be amended from time to time. Bank will collect fees for Enrolled Services by debiting any of the Accounts for the amount of such fees, without prior written notice to you, on the day the fees are due, unless otherwise agreed by Bank.

All of the Services involve the use of Internet and/or wireless mobile device services. You agree to pay for all Internet, telephone, and wireless mobile device charges or fees incurred in accessing the Bank's website and utilizing the Enrolled Services and acknowledge that your wireless provider's message and data rates may apply.

Equal Opportunity Employer (EOE) • Equal Housing Member FDIC