

TrailWest Bank Consumer Online Banking Agreement and Disclosure

This Online Banking and Mobile Application Agreement and Disclosure ("the Agreement") explains the terms and conditions governing the basic Online Banking and Mobile Application services offered by TrailWest Bank. All Online Banking and Mobile Application Services of any kind whatsoever offered or afforded by the Bank (including, but not limited to funds transfers, account reconciliation, check ordering, mobile banking, remote deposit capture, bill pay and image check viewing) will be referred to collectively as "Online Banking and Mobile Application Services" in this Agreement. By using any of the Online Banking and Mobile Application Services, you agree to abide by the terms and conditions of this Agreement and authorize the Bank to use any of your accounts to execute and settle transactions and/or fees initiated by you using the Online Banking and Mobile Application Services. The term "Business day" means all days except Saturday, Sunday and all banking holidays.

All Online Banking and Mobile Application services are governed by this Agreement; all applicable federal regulatory disclosures; and the Deposit Account Terms and Conditions. All applicable fee schedules published by the Bank from time to time will apply to the Online Banking and Mobile Application services. You are responsible for the payment of any fees incurred by you on any account, for any service, at any time. You agree to pay all such fees assessed by the Bank. Further, you agree to pay all telephone charges or fees incurred by you in accessing Online Banking and Mobile Application services. Online Banking and Mobile Application services require you to have Internet access established.

Access to Services

You agree that by clicking "Accept", accessing or using our Online Banking and/or Mobile Application services (including related mobile or any content or information provided as part of these services, collectively, "Services"), you are entering into a legally binding agreement (even if you are using our Services on behalf of a company).

This "Agreement" includes this User Agreement, Deposit Account Terms and Conditions, and the [Privacy Policy](#), and other agreements and disclaimers that will be displayed to you at the time you first use certain features, as may be amended by TrailWest Bank from time to time. You agree that the Bank may, as permitted by law, provide all applicable disclosures to you electronically. You are responsible for downloading or printing the disclosures or providing the Bank with a non-electronic address to which the disclosures may be mailed. If you do not agree to this Agreement, do NOT click "Accept" and do not access or otherwise use any of our Online Banking or Mobile Application services.

Use of your Login and Security Password

* The Bank is entitled to act upon instructions received through any Online Banking and Mobile Application service under your Password and without inquiring into the identity of the person using that Password. You agree that you will not, under any circumstances, disclose your Password by telephone or any other means to any person. You acknowledge that no person from the Bank will ever ask for your Password, that Bank employees do not need and should not ask for your Password. You agree never to provide your Password to anyone, including anyone claiming to represent the Bank. You are liable for all transactions made or authorized using your Password through the Bank's Online Banking and Mobile Application services. The Bank has no responsibility for establishing the identity of any person or determining the validity of any transaction.

* You agree that if you give your Password to anyone, or fail to safeguard its secrecy, you do so at your own risk since anyone with your Password will have access to your accounts. At any time, you may ask the Bank to disable your Password.

* For joint accounts, each person may have a separate Password, or each may use a joint Password. Each person on a joint account will be liable for all transactions that are made on that account. Each person on a joint account authorizes all

transactions made by any other person on the account. Each person on a joint account agrees to be liable for the actions of the other person(s) on the account.

If your Password has been Lost or Stolen:

* If your Password has been lost or stolen, call TrailWest Bank Customer Service immediately at 1-406-532-8000 or 1-866-279-3001 7:00 a.m. through 7:00 p.m. (Mountain Standard Time), Monday through Friday and 9:00 am through 1:00 pm Saturday. Telephoning the bank is the best way of minimizing your losses. If you believe your Password has been lost or stolen and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone uses your Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.

Protecting Your Personal Information:

In addition to protecting your passwords, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online Banking and Mobile Application service.

Device Security

You are solely responsible for the security of any device(s) you choose to access our Online Banking and/or our Mobile Application services through (including, but not limited to, any smart phone, tablet, desktop, and/or laptop device). The Bank encourages Online Banking and Mobile Application users to take security measures, including;

- 1) Never storing passwords or any other personal information on their device without first password protecting such information.
- 2) Installing, and keeping current, adequate security software to protect the device(s) from viruses, malware and other vulnerabilities.
- 3) Turn off tethering, Wi-Fi and Blue Tooth when not in use.
- 4) Install remote data wiping software on devices.
- 5) Activate device(s) security settings and password protection.
- 6) Never attempt to "jailbreak" a device, or crack the manufacturer's security on a device. This not only will make the warranty invalid, but will also make the device much more vulnerable to attacks by cybercriminals.
- 7) Delete all personal information stored on a device(s) before selling or discarding the device(s).
- 8) Never open attachments or download applications from untrusted sites onto any device(s).

Taking these, and other security measures, is your responsibility. If you fail to maintain the security of any device(s) you access our Online Banking and/or our Mobile Application through, and your Online Banking and/or our Mobile Application accounts are accessed by a person(s) other than yourself, you understand the Bank will perform transactions authorized through our Online

Banking or Mobile Application services as if you authorize them. If your device and/or account access is compromised, your best course of action is to contact the Bank immediately and request your Login ID and Password to be deactivated.

Types of Online Banking and Mobile Application Services

You, or someone you have authorized by giving them your Login ID and Password (even if that person exceeds your authority), can instruct us to perform the following transactions:

- Transfer funds between accounts;
- Obtain information that we make available about accounts on online banking or mobile applications; and obtain other services or perform other transactions that we allow.

Banking Transactions with Online Banking

* Transaction activity shown on Online Banking and Mobile Application services may not reflect all outstanding checks, charges, or unposted transactions. Pending transactions are transactions presented to the Bank during the current business day or after the processing cut-off time for the previous day (which varies between 2:00 PM and 4:00 PM). Pending transactions may include a variety of items including ACH items, ATM transactions, direct deposit items and Debit card transactions.

* If your statement shows transfers that you did not make, notify TrailWest Bank's Customer Service immediately by calling 1-406-532-8000 or 1-866-279-3001 7:00 a.m. through 7:00 p.m. (Mountain Standard Time), Monday through Friday and 9:00 am through 1:00 pm Saturday or writing TrailWest Bank Customer Service at:

TrailWest Bank, PO Box 17500, Missoula, MT 59808

If you do not notify TrailWest Bank within 60 days after the statement was mailed to you, you may not recover any money lost after the 60 days which would not have been lost if TrailWest Bank had been notified in time.

* In addition to viewing account information, you may use Online Banking to conduct the following transactions:

(1) Transfer funds among your checking accounts, savings accounts and money market accounts. Make loan or line of credit payments. NOTE: Because regulations require TrailWest Bank to limit pre-authorized transfers (including Online Banking and Mobile Application transfers), the following limitations apply:

(a) Statement savings account. You can make no more than six transfers per statement period by pre-authorized or automatic transfer or by telephone or online services.

(b) **Business** Money Market account. You can make no more than six **automatic or pre-authorized** transfers, **telephone transfers, Online Banking transfers or payments, or if checks and debit cards are allowed on the account, check, draft and points of sale transactions** per statement period.

(2) New services may be introduced for online banking and mobile application services from time to time. TrailWest Bank will make these new services available online. By using these services when they become available, you agree to be bound by the rules made available to you online and/or through the Mobile Application concerning these services.

Electronic Mail

* You may contact TrailWest Bank through the contact us link in Online Banking and the Mobile Application for general, non-

urgent communications. Regular email is not secure. We strongly discourage you from sending confidential, personal information by regular email. In addition, telephone communication should be used for issues that are time sensitive including, but not limited to, stop payments, lost or stolen ATM and Debit Cards, and wire transfer requests.

* If you send TrailWest Bank an electronic mail message, TrailWest Bank will be deemed to have received it on the following business day. TrailWest Bank will have a reasonable time to act on your e-mail.

* You agree that TrailWest Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by TrailWest Bank shall be considered received within three (3) days of the date sent by TrailWest Bank, regardless of whether or not you sign on to the Service within that time frame.

Limits on Liability

* Although we strive for accuracy, some information and resources provided to you by Online Banking, the Mobile Application and the TrailWest Bank website may inadvertently contain technical or other errors, inaccuracies, omissions, typographical errors, and may become outdated. The Bank may change products and services or the terms, conditions and pricing for services at any time without notice and without first updating our website. We do not provide any information on Online Banking, the Mobile Application or the TrailWest Bank website that is intended to present legal, accounting, tax, or financial advice. You should consult your own financial advisor for such matters.

* Our Online Banking and Mobile Application service will generally be available 24 hours per day, seven days a week, except for scheduled maintenance. In no event shall the Bank be liable for any damages whatsoever which arise out of or relate to:

- 1) Your inability to use or access (or use of or access) the Bank's Online Banking and/or Mobile Application
- 2) Your reliance on any information provided via our website; or
- 3) Any other failure of performance, error, omission, interruption, defect, or any loss or delay in transmission.

* If you are dissatisfied with any aspect of our website or the services available via our website, your sole and exclusive remedy is to discontinue access.

The limitations of liability set forth in this Agreement are subject to, and limited by any state or federal law to the contrary.

Other Agreements

In addition to this Agreement, you and TrailWest Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online and Mobile Application Accounts. Your use of the online services, mobile services, Remote Deposit Capture service or the Bill Payment service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at any of TrailWest Banks' branch offices including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedules available in each product description on the web site. We will automatically deduct the fees related to this Service from **your** account each month.

Modifications to this Agreement:

The Bank has the right to modify or terminate this Agreement or the Deposit Account Terms and Conditions at any time. When making changes, the Bank will comply with all legal notice requirements. Once this Agreement is terminated, the Bank will not allow any additional transactions on the account, nor will additionally Banking Services be permitted. If this Agreement is modified, your continued use of the Account will represent your acceptance of the changes.

Errors and Questions

In case of errors or questions regarding any consumer Online Banking and Mobile Application services, please call TrailWest Bank Customer Service at 1-866-279-3001 or 406-532-8000 or write us at:

TrailWest Bank, ATTN: Customer Service, PO Box 17500, Missoula, MT 59808

We must hear from you at the specified telephone number or address no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and account number (if any)
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
3. The dollar amount of the suspected error and date on which it occurred.

If the report is made orally, we may require that you send the complaint or question in writing within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed.

If an alleged error involves an electronic funds transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45).

If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.

You agree that TrailWest Bank may respond to you by electronic mail with regard to any claim of unauthorized electronic fund transfer related to the Service. Any such electronic mail sent to you by TrailWest Bank shall be considered received within three (3) days of the date sent by TrailWest Bank, regardless of whether or not you sign on to the Service within that time frame.

Statements

You will continue to receive an account statement either monthly or annually, depending on the type of account. You can choose to get paperless statements available through our Online Banking and Mobile Application services, or you can have a paper statement mailed to you through the US Postal Service.

-
- **Communication Link and Your Equipment**
-

It is your responsibility to obtain and maintain your online communications link to our Online Banking and Mobile Application service to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. You are responsible for obtaining, installing, maintain and operating all hardware, software and internet access services necessary for obtaining our Online Banking and Mobile Banking services.

Limits on Online Banking and Mobile Application Funds Transfers

You must have enough available money or credit in any account from which you instruct us to make a transfer and all transfers must be in U.S. Dollars. If you instruct the Bank to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any overdraft line), the Bank may refuse to complete the transaction. The Bank may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. You are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If the Bank does not make a transfer, or if the Bank reverses a transfer, because of insufficient funds, the Bank is not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Banking or Mobile Application service. We also reserve the right to limit or suspend access to our Online Banking or Mobile Application services as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

If any qualifying accounts are Money Market Deposit Accounts or savings deposit accounts, certain types of withdrawals from these accounts, including payments and transfers, are limited to a total of no more than 6 in any specified period. The specified period for Money Market Deposit accounts is the monthly statement period. The specified period for savings deposit accounts is a calendar month. The kinds of withdrawals covered by this limitation are

Our liability for failure to make a transfer

If we do not properly complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for the amount of any losses or damages incurred by you and resulting directly from such failure. We will not be liable in the following instances:

- (1) If through no fault of TrailWest Bank, you do not have enough money in your account to make the transfer.
- (2) If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer, despite reasonable precautions that we have taken.
- (3) If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
- (4) If your funds are subject to legal process or other encumbrance restricting the transfer.
- (5) If your transfer authorization terminates by operation of law.
- (6) If you believe someone has accessed your accounts without your permission and you fail to notify TrailWest Bank immediately.

- (7) If you have not properly followed the scheduling instructions on how to make a transfer included in this Agreement.
- (8) If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- (9) If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed in subparagraph 2 or 8 above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

Business Days

Our Online Banking and Mobile Application services are generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Federal holidays are not business days.

Disclosure of information to third parties

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers and other transactions initiated by you. Or,
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant. Or,
- (3) in order to comply with government or court orders, or other reporting requirements. Or,
- (4) if you give us your written permission.

Information concerning your account history with TrailWest Bank will be shared within TrailWest Bank organization. Other information, including information you have given us as part of an application for one of our products or services, or information we have received from a credit bureau or other third party, also may be shared to facilitate a transaction initiated by you.

Inactivity; Termination

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the accounts which you access using electronic banking services. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not pay any fee required by this Agreement when due or if you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 60 day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction

through the Service.

To cancel the Online Banking and/or Mobile Application services, you must notify TrailWest Bank and provide your name; address; whether you are discontinuing Online Banking, Bill Payment, and/or Mobile Application; and the effective date to stop the service. You may notify TrailWest Bank by one of the following methods:

- 1) By sending an e-mail.
- 2) By calling TrailWest Bank Customer Service at 1-866-279-3001 or 406-532-8000,
- 3) By writing a letter and either sending it to the following address:
TrailWest Bank, ATTN: Customer Service, PO Box 17500, Missoula, MT 59808

Law That Applies

Regardless of where you live or work or where you access our Online Banking and/or Mobile Application services, this agreement is subject to the federal law of the United States of America and the internal law of the State of Montana. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

Company Representative if You are a Business Entity

If you are a corporation, partnership, limited liability company, association or some other form of business entity, it is your responsibility to ensure that Login ID's, Passwords, and secure access codes (SAC's) are provided only to persons you authorize. You represent to us that each company representative and anyone else accessing your codes has general authority from your Company to give us instructions to perform transactions using our Online Banking and Mobile Application services. Each person accessing your accounts online or through the mobile application will have the ability to:

****Make transfers from qualifying accounts.**

****Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.**

You are liable for all transactions that you make or authorized, even if the person you authorize exceeds your authority. If you or a company representative has given someone your Password and you want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. You can call a branch representative for assistance with terminating an authorized user or company representative. We may have to change your Login ID and/or Password or take additional steps to prevent further access by such person.

Our system supporting our Online Banking and Mobile Application services are designed so that it may be operated only upon entry of valid Login ID and Passwords. Since we condition access upon entry of valid Login IDs and Passwords, we will accept instructions for transfers or other transactions from any person using valid Login IDs and Passwords. This is so even if the person obtaining access:

Is not a company representative

Exceeds your authority or that granted by any company representative.

Does not have your authority.

Has had his/her authority changed or revoked.

Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid Login IDs and Passwords are used. You authorize us to treat any instructions we receive using valid Login IDs and Passwords as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Banking and Mobile Application services.

Notwithstanding the forgoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transactions, and we have had reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down.

You agree to promptly examine all account statements and any confirmations of transfers which we or other financial institutions may send or make available to you and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation.

Other Services

We may provide you with other services through our Online Banking and Mobile Application platforms which are not covered under this agreement. These services will have a separate agreement with specific terms and conditions.

Security Procedures

By entering into this agreement and using our Online Banking and/or Mobile Application service to perform transactions from business and/or personal accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of Login IDs, Passwords, and Secure Access Codes; other personal and business information; and the integrity of the device in which you access our Online Banking and/or Mobile Application services.

You acknowledge receiving a copy in writing of our current security procedures in this agreement and other documents we may provide you. You agree that our current security procedures are commercially reasonable in context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no Login IDs and Passwords are used by, or accessible to, anyone other than persons you have authorized.

Notwithstanding any security procedures which may from time to time be in effect of our detecting errors or transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

Signatures

Your electronic consent or use of our Online Banking and Mobile Application services has the same effect as if you had signed this agreement with your physical signature or that of your authorized company representative.

Your physical signature, electronic consent, or use of our Online Banking and Mobile Application services is also your acknowledgement that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this agreement but you would like to have a paper copy, please contact us by calling or writing your local Branch.

