

## Online Banking Terms and Conditions

To complete the Bank of Bridger N.A. Online Banking registration process, you must accept the following terms and conditions. Please read them carefully. Any other terms and conditions of your other accounts will continue to remain in effect. We reserve the right to change Bank of Bridger's Online Banking services and this agreement, including fees, at our discretion without notice to you except as required by applicable law. These changes will be posted on the website, and it is your responsibility to review the Bank of Bridger's Agreement from time to time to be aware of any changes or modifications. Your continued use of the services will indicate your agreement to any such changes.

### Consumer Rights

Please be advised that by accepting these terms and conditions, you are consenting to receive the disclosures in this agreement electronically. Please be aware of the following rights:

You have a right to receive the disclosures of this agreement on paper. You have the right to withdraw the consent to electronically receive the disclosures at no charge. If you elect to withdraw the consent to receive these disclosures electronically, you must withdraw the consent in writing, and send the withdrawal of consent to:

Bank of Bridger  
Electronic Banking Department  
P.O. Box 447  
Bridger, MT 59014

### Introduction

#### Agreement

This Agreement contains the terms and conditions that apply to your use of Bank of Bridger's Online Banking and Bank of Bridger's Bill Pay services. The terms and conditions contained in this Agreement are in addition to any and all terms, conditions, rules and regulations that apply to any accounts or services you obtain from Bank of Bridger. Your registration for use of Bank of Bridger's Online Banking service constitutes your acknowledgment and agreement with the terms and conditions of this Agreement.

#### Modifications to this Agreement

Bank of Bridger reserves the right to change the terms and conditions of this Agreement at any time. Any changes made to this agreement will update to the Terms and Conditions posted at Bank of Bridger's Online Bank site. Revised terms and conditions shall become effective at the earliest date allowed by applicable law or regulation.

#### Definitions

- "Account(s)" - Your deposit and loan accounts that may be accessed via Online Banking.
- "Agreement" - refers to this document.
- "We, US, Our or Bank" - refers to Bank of Bridger
- "Bank of Bridger Online Bank" - is the Internet based service that provides access to your Bank of Bridger bank accounts.
- "Bill Pay" - is the Internet-based service providing payments to third parties from Bank of Bridger's Online Banking

#### Registration

To access your accounts via Online Banking, you must first register for the service. Registration includes your selection of a "Username" and "Password". Both will be required for access.

#### Hardware/Software Requirements

You will need a connection to the internet.

We recommend a Web browser with additional security features (Secure Socket Layer or SSL).

## **Description of Services**

You may use Online Banking to perform the following functions:

- Access any deposit account under the same social security number you provided when you registered.
- Check your current deposit account balances and see transaction history.
- Transfer funds between qualified checking, savings, and loan accounts. *Federal regulations impose limits with regards to transfer activity on Savings and/or Money Market Accounts. You can make no more than six preauthorized, automatic, telephone or On-Line Bank transfers per calendar month. No more than six of those transfers may be by check, draft, or debit card.*
- Access your consumer, home equity and mortgage loan balance and history and make consumer and mortgage loan payments from a qualified checking, or savings account.
- Verify if a check, Check Card (Debit Card), ATM, or Direct Deposit Transaction has been posted.
- Download data for personal financial management software, such as Quicken® Quickbooks® and Microsoft Money®.

Please note that your ability to access and transfer to and from accounts may be restricted by your relationship to the account. As an example, beneficiaries will not have access to account information.

## **Terms and Conditions**

### **Username and Password**

You will need a Username and Password to access your accounts through Online Banking. Usernames must be between 6 to 19 characters of any combination of letters or numbers. Passwords must contain a minimum of 8 and a maximum of 17 characters, at least one upper case letter, at least one lower case letter, at least one number, at least one special character, such as "\$" or "#" and cannot contain any part of the username or the word "password". You agree use of Username and Password constitutes an electronic signature for you and the Bank may accept as authentic any instructions given to us through the use of your Username and Password. You agree to keep your password secret and to notify the Bank immediately if your password is lost or stolen or if you believe someone else has discovered your password. You agree that if you give your Username and Password to someone else, you are authorizing them to act on your behalf, and the Bank may accept any instructions they give the Bank to make transfers or otherwise use the Service. The Bank may require you to change your password from time to time or on a regular basis to enhance security.

### **Hours of Accessibility**

You can access your accounts through Online Banking 24 hours a day, 7 days a week, except during maintenance periods or periods during which Online Banking otherwise is not operable. Transactions performed after 7:00 p.m. (Mountain time) Monday through Friday, or at any time on Saturdays or Sundays will be processed the following business day (Monday through Friday).

### **Viruses**

All responsibility or liability for any damages caused by viruses contained within the electronic files or at this web site is disclaimed.

### **Links to Other Web Sites**

For the convenience of our customers, the web site may contain links to other web sites not owned or managed by the bank. The Bank is not responsible for the content in such web sites, and such web sites are not investigated, monitored, or checked for accuracy by the bank.

### **Indemnification by User**

The user agrees to indemnify and hold the bank, harmless from any liability, loss, claim and expense, including attorney's fees related to a user's violation of these terms and conditions or the use of the services and information provided at this web site.

## **Typographic Errors**

This web site could include technical inaccuracies or typographical errors.

## **Electronic Mail Messages**

Please note that electronic mail is not a secure form of communication and should not be used to communicate sensitive information to the Bank. We may not immediately receive any email sent by you. We need a reasonable opportunity to take action or respond to email requests. Do not use email to transfer funds, report unauthorized transactions or report unauthorized use of your Username and Password. You must notify us in person, at the phone number or address listed in the Agreement.

## **Our Liability**

If we do not complete a transfer to or from your account on time or in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable:

- If through no fault of ours, your account does not contain enough available funds to make the transfer.
- If your account has been closed.
- If you have money in your account but the funds are subject to legal process or another encumbrance.
- If the transfer would exceed credit limits or other arrangements for covering overdrafts.
- If you have not properly followed the Online Banking instructions.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

## **Automatic Termination**

Customers will be automatically deleted from Online Banking after 180 days of inactivity. Should you choose to re-enroll after being terminated, the "Enroll Now" hyperlink should be used.

## **Right to Refuse Service**

Online Banking services may be revoked or refused at the discretion of Bank of Bridger.

## **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Montana and Wyoming, without regard to its conflicts of law provisions.

## **Error Resolution - in case of errors or questions about your Electronic Funds Transfer**

Please call the Bank of Bridger at 1-800-488-8489 or write us at P.O. Box 447, Bridger, MT 59014, as soon as possible, if you think an error appears on your monthly statement, a receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after the date of the first statement on which the problem or error appeared. (1) Tell us your name and your account number. (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the item in question. If you tell us orally, we will require you to submit your question or complaint in writing within ten (10) business days. We will tell you the result of our investigation within ten (10) business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 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, we may take up to forty-five (45) days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate a complaint or question. If we decide to do this, we will credit your account within ten (10) business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) for the amount you feel is in error, so that you will have 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 written confirmation of your complaint or question within ten (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 of our investigation within three (3) business days after completing the investigation. If we decide there was no error, we will send you a written explanation. If your account has been credited and we determine there was no error, we will debit your account. You may request copies of the documents used for the investigation.

**Inactivity / Termination**

You are responsible for complying with all the terms of this agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your Online Banking privileges (including the Bill Payment Service) under this Agreement without notice.

**Optional Bill Pay Services**

Please refer to the Bill Pay Terms of Service when requesting this service.

**Amendment and Termination**

Bank of Bridger has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law. Bank of Bridger has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to Bank of Bridger. Bank of Bridger is not responsible for any fixed payment made before Bank of Bridger has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by Bank of Bridger on your behalf.

**Fees for Internet Banking and Bill Pay****Basic Internet Banking**

There is no fee for Internet Banking without the Bill Pay option.

**Optional Bill Pay service**

The optional Bill Pay service is \$4 a month for an unlimited number of bill pays.

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