

ONLINE BANKING AGREEMENT

INTRODUCTION

This Online Banking Agreement (“Agreement”) governs your use of the Online Banking Service (“Online Banking Service” or “Service”) provided by 1st Financial Bank USA (“Bank,” “we,” “us” and “our”) via our website at <http://www.1fbusa.com/Banking> (“Site”). Use of the Service is expressly conditioned on your acceptance of this Agreement and our approval of your request to use the Service. By clicking “I agree” below, you acknowledge that you have read and agree to abide by the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, you may not use the Service. Please read this Agreement carefully and print a copy for your records.

OTHER AGREEMENTS

In addition to this Agreement, in connection with your use of the Service, you may be subject to and/or required to agree to various guidelines, rules, schedules, disclosures, disclaimers and other terms that we may post on our Site or otherwise provide or make available to you from time to time. Also, if you use certain features, products or services available on or through the Service, you will be subject to and/or required to agree to separate user agreements, customer agreements or similar agreements governing or relating to such features, products or services. All such guidelines, rules, disclosures, disclaimers, user agreements or similar agreements, and other terms and conditions (“Additional Agreements”) are hereby incorporated by reference into this Agreement. Additional Agreements shall include, without limitation, agreements, rules or other terms governing any checking, savings or other deposit accounts, loan, line of credit and credit card accounts, investment accounts and any other accounts that you may view, modify or otherwise access while using the Service; fee schedules; our electronic funds transfer agreement and disclosures; and your signature card.

If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreement solely as they apply to the Online Banking Service, this Agreement will control so long as the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by the Bank in an Additional Agreement.

SECURITY PROCEDURES

In order to use the Service, you must have access to a computer or approved mobile device (“Computer”) and Internet access connected through an Internet or mobile service provider via a web browser (e.g., Firefox or Microsoft Internet Explorer). You are responsible for the installation, maintenance, and operation of your Computer and any related software. To provide the highest degree of confidentiality and to protect the security of your financial information, you must have an Internet browser that supports 128-bit encryption and secure sockets layer version 3.0 or higher. Use of the Service with lower than 128-bit encryption is strictly prohibited. To the extent you are able to access the Service using lower than 128-bit encryption, we specifically disclaim any and all responsibility for losses resulting from your use of such lower encryption. We may change these requirements from time to time.

You agree to participate in security features on the Site, such as answering security questions, changing your password, and any other security procedures established by the Bank and provided to you from

time to time. You will need your user ID and password to gain access to the Service. You acknowledge that use of a user ID and password is the agreed security procedure between you and the Bank, and that this procedure is commercially reasonable and adequate for the purposes intended.

You are responsible for keeping your user ID, password and any other security or access information ("Access Information") confidential to prevent unauthorized access to your account(s) and to prevent unauthorized use of the Service. We recommend that you do not give or make available your Access Information to any unauthorized individual. Anyone to whom you give or disclose your Access Information will have full access to your accounts, even if you attempt to limit that person's authority. You are responsible for all transactions you authorize or make using the Service, including any transactions that may be unintentionally or inadvertently authorized or made, and any losses, charges, or penalties incurred as a result. In addition, except as otherwise provided in this Agreement, you are responsible for transactions by unauthorized persons using your Access Information, and Bank undertakes no obligation to monitor transactions through the Site to determine that they are made on your behalf. The Bank may rely on the security procedures identified herein to determine whether any instructions are authorized, and you will be bound by instructions issued in your name and accepted by the Bank in compliance with these security procedures, whether or not you actually authorized such instructions.

If you believe the security of your password or any other Access Information has been compromised in any way, you must notify us immediately. See UNAUTHORIZED TRANSACTIONS below. The Bank shall have no liability for losses caused by unauthorized access to any confidential information, and you will indemnify and hold the Bank harmless from any losses, costs, suits, damages, liabilities and expenses, resulting from your failure to keep your Access Information confidential or otherwise adequately manage the use and security of your Access Information.

We reserve the right to require that you change your password from time to time for security reasons. We also reserve the right, under certain circumstances, to deny you access to any one or more account(s) or to the Service or any part thereof, or to deny the processing of transactions, in order to maintain or restore security or performance to the Site or if we reasonably believe your Access Information has been or may be obtained or is being used or may have been used in an unauthorized manner. We further reserve the right to change any or all of the security procedures within this Agreement at any time.

CONFIDENTIALITY; ACCESS TO SITE

The Bank shall exercise due care in seeking to preserve the confidentiality of your Access Information and to prevent access to the Site in general and your accounts in particular by unauthorized persons. It is understood and agreed that implementation by the Bank of its normal procedures for maintaining the confidentiality of information relating to its customers and preventing unauthorized transactions shall constitute fulfillment of its obligation to exercise due care. The Bank shall not be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or as a consequence of any unauthorized person gaining access to or otherwise making use of your accounts through the Site if (1) the Bank has fulfilled its obligation of due care; (2) the loss or damage could have been avoided had you promptly notified the Bank when you received knowledge or notice of an unauthorized transaction or other breach of security; or (3) the unauthorized transaction was a transfer of funds to an account owned by you or by any person or entity which controls, is

controlled by, or is under common control with you. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to your accounts via the Site or disclosure of any of your confidential information. When the Bank becomes aware of any unauthorized access to your accounts, it shall advise you as promptly as practical thereafter.

ELIGIBILITY TO USE ONLINE BANKING SERVICE

To use the Online Banking Service, you must have at least one account with us and you must be approved by us to use the Service. For purposes of this requirement, “account” means a checking account, savings account, money market account, certificate of deposit account, or loan account you have with us. If you have more than one account with us, you must specify which accounts you want to access through the Online Banking Service.

USE OF ONLINE BANKING SERVICE

You may use the Online Banking Service to: (1) obtain account balance and certain other account information; (2) transfer funds between your checking, savings, and money market accounts with us; (3) make a payment on an installment loan with us; (4) order checks; (5) establish account reminders and alerts to be sent by email or to a mobile device; (6) stop payment on certain items; (7) update your address; (8) view online statements; and (9) view online check images.

Subject to all terms hereof, you may use the Service seven (7) days a week, 24 hours a day, except for any scheduled or unscheduled interruptions in the Service for maintenance, security or any other reasons. The Service may also be unavailable due to Internet access interruptions, equipment problems or other disruptions to service. The Bank specifically does not warrant that the Service will be available at all times, and we shall not be liable under this Agreement for your inability to access or use the Service for any reason. Subject to applicable law, the Bank reserves the right to modify, suspend, or terminate access to the Service at any time and for any reason without notice or refund of previously incurred fees, if any. Certain features, information, and types of transactions while using the Service may not be available when accessing the Service via mobile device.

If you have an account on which two signatures are required, you consent and agree that such requirement does not apply to electronic or telephone transfers and hereby release the Bank from liability when making such transfers. This means that any individual who is authorized to act as a signer on your account shall be authorized by you to individually make electronic or telephonic transfers even though that individual’s authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

FUNDS TRANSFERS

Your ability to transfer funds from certain accounts is limited by federal law. You should refer to the deposit account agreement which governs your deposit account for these legal restrictions and the service charges and penalties for excessive withdrawals or transfers. Transfers made using the Service are included in calculating the permissible number of transfers from certain accounts described in your deposit account agreement.

We reserve the right to impose a frequency or dollar limit on transfers, or to refuse to make any transfer, between certain accounts. We are obligated to notify you promptly if we decide to refuse to complete your transfer instruction provided, however, that notification is not required if you attempt to make transfers that are prohibited under this Agreement, any Additional Agreement or federal or state laws. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer funds until the hold expires or is removed by the Bank.

Except as provided in this Agreement, all instructions for transfers between your accounts held at the Bank received before 4:00 p.m. (Central Time) on a Monday through Friday, excluding banking holidays ("Business Day") will be posted to your account the same day. All such transfer instructions received on or after 4:00 p.m. (Central Time) on a Business Day or on a Saturday, Sunday or banking holiday will be posted the next Business Day. Contact us at 1-800-657-4381 for a list of our banking holidays. Notwithstanding the foregoing, if our data processing system is not functioning or accessible for whatever reason, your funds transfer may not be completed until the next Business Day.

When you request a funds transfer using the Online Banking Service, you authorize us to follow your transfer instructions and transfer the funds from the designated originating account to the designated recipient account. You are responsible for making sure there are sufficient funds available in the designated originating account when you provide instructions for a transfer of funds. We may refuse to act on your funds transfer instruction if sufficient funds are not available in the designated originating account on the date on which the transfer is scheduled to occur, as described above.

OUR RESPONSIBILITY FOR FUNDS TRANSFERS

By initiating a funds transfer through the Service, you warrant that you are an authorized signer on the account from which the funds are being drawn to make such transfer. We will use reasonable efforts to timely and properly complete funds transfers from your designated checking, savings or other deposit account (as applicable) according to your properly entered and transmitted instructions. However, we will not be liable in any way for any failure or delay in completing any such transaction:

- If, through no fault of our own, you do not have adequate funds in a designated checking, savings or other deposit account to complete a transaction from that account, or if that account has been frozen or closed;
- If you have not properly followed instructions on how to make a funds transfer;
- If you do not provide us with complete, correct and current instructions so that a funds transfer can be made;
- If withdrawals from any accounts have been prohibited by a court order such as a garnishment or other legal process;
- If we reasonably believe that a transaction may be unauthorized and based thereon the transaction is not completed;
- If your Computer was not working properly such that it interfered with your attempt to authorize a funds transfer;
- If you commit any fraud or violate any law or regulation in connection with your account(s);
- If circumstances (including, but not limited to, computer failure, telecommunication outages, postal strikes and other labor unrest, fires, floods, and other natural disasters, terrorist acts or war) beyond our control prevent making a funds transfer; and

- In any other set of circumstances as set forth in your account agreements.

ORDER OF PAYMENTS; OVERDRAFTS

It is your responsibility to ensure that you have enough money in an account from which you instruct us to make a transfer. If funds are withdrawn from any of your accounts by means of an electronic funds transfer not initiated through the Site on the same business day as a transaction initiated through the Site, and if the account contains insufficient funds to enable both transfers to be made, the transfers will be made in the order determined by the Bank, in its sole discretion. You are fully obligated to us to provide sufficient funds for any transfers you make or authorize to be made. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree to reimburse us upon our demand, and you further agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permitted by applicable law and the terms of any other relevant agreements.

ACCOUNT INFORMATION

Balance and other account information that are accessible through the Online Banking Service are current as of the most recent update, as reflected on the Site. The account balance shown on the Site may reflect deposits still subject to collection or verification by us (and subject to being reversed) and may not reflect deposits or loans in progress, outstanding checks or payments, or other withdrawals, payments, credits, or charges.

FEES AND CHARGES

Except as provided herein, we do not at this time charge any enrollment fees, recurring usage fees or any other fees for your use of the Service including, without limitation, viewing your account information and transferring funds. However, we do charge fees in certain limited circumstances that may arise in connection with your use of the Service (including, without limitation, if you request a stop payment using the Service), as further set forth in the limits and fee schedule provided to you at account opening. In addition to such fees set forth in the applicable fee schedule, you shall be subject to all fees, charges, penalties, balance requirements, and other restrictions explained in your account agreements or other Additional Agreements.

Notwithstanding the foregoing, fees are subject to change, and we may impose additional charges, penalties or fees in connection with your use of the Service at any time, subject to the terms hereof.

You agree to promptly pay all fees and charges for services provided through the Service, and you authorize us to automatically deduct all applicable charges and fees from your designated checking or savings account each month to obtain payment of applicable fees. You agree that such fees will be fully earned and non-refundable at the time payment is obtained. If sufficient funds are not available in the designated account to pay all such fees and charges, you agree to immediately deposit funds into the designated account to cover such fees and charges or otherwise reimburse us upon request.

You agree to be responsible for any telephone charges and/or Internet service fees you incur in accessing your account(s) through the Service.

CHANGES IN SERVICES; INTERRUPTIONS IN SERVICE

We may, from time to time and at any time, revise, update, discontinue or otherwise modify, temporarily or permanently, the Service or any part thereof (including, without limitation, the Site, this Agreement, the scope of the Service, and any materials related to the Service), or your access thereto. We will attempt to provide prior notice of any such material changes (by posting a notice of such changes on the Site when you log in and/or sending a notice to you at the address shown on our records or sending you a secure message), but cannot guarantee that such notice will be provided.

Changes to the Service may render prior versions of the Service obsolete. Without limiting the foregoing, we reserve the right to terminate this Agreement as to all prior versions of the Service and/or related materials and limit access to our more recent versions and updates. You may choose to accept or decline changes by closing, continuing or discontinuing use of the Service to which these changes relate. Your use of the Service after we make any changes will constitute your agreement to such changes. We also reserve the option, in our sole business judgment, to waive, reduce or reverse charges or fees in individual situations.

We may from time to time perform maintenance upon the Service or experience hardware, software or other problems related to the Service, resulting in interrupted service, delays or errors in the Service. We will attempt to provide prior notice of such interruptions, delays or errors but cannot guarantee that such notice will be provided.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

You authorize us to disclose to third parties, affiliates, and agents, such as independent auditors, consultants or attorneys, information you have provided or that we have obtained about your accounts and the transfers you make:

- When necessary to complete transfers or otherwise carry out your instructions;
- To verify the existence and conditions of an account for a third party, such as a credit bureau, or any holder of a check issued by you or on your behalf;
- To comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;
- If you otherwise give us your permission; or
- As otherwise explained in our [Privacy Policy](#).

RECEIPTS; STATEMENT OF RECORD

After completing a transaction on the Site using the Service, a screen will appear which confirms that your transaction has been completed. This screen constitutes a receipt for the transaction and may be printed and retained by you.

Your online transactions through the Service will be included on monthly statements we provide or make accessible to you by mail or electronically, at your discretion. You have a right under federal law to receive such statements for accounts governed by the Electronic Funds Transfer Act (EFTA) and

Regulation E. If you receive paper and electronic statements, any account information provided by the Service is not the statement of record. The periodic statement that is mailed to you will be the statement of record. If you have chosen to stop receiving paper statements, the periodic statement provided to you electronically will be the statement of record. In any case, you are responsible for reviewing any statement or other account communications sent to you by postal mail. Any mailed statement or other account communications will continue to contain important information about your account(s), regardless of whether you access your account(s) through the Service or whether you have chosen to receive your statement electronically.

YOUR RESPONSIBILITIES AND LIABILITIES

It is your sole responsibility to ensure that the contact information in your online banking user profile is current and accurate. This contact information includes, but is not limited to, your name, address, telephone number(s), email address(es), and account number(s). Updates to your contact information can be made by calling us at 1-800-657-4381, writing to us at 1st Financial Bank USA, P.O. Box 98, Dupree, SD 57623-0098, or via the Online Banking Site. We are not responsible for any processing errors or fees incurred by you if you do not provide accurate account or contact information.

UNAUTHORIZED TRANSACTIONS

You will be sent periodic statements for your account(s) with the regularity provided for in your account agreement(s). Your role is extremely important in the prevention of any wrongful use of your account(s). You must carefully examine your statement upon receipt.

Tell us AT ONCE if you believe that an unauthorized transaction has been or may be conducted from your account(s); you believe another person has improperly obtained your Access Information or has transferred or may transfer money from your account(s) without authorization; or you suspect fraudulent activity on your account(s) by calling us, toll-free, at 1-800-657-4381 or writing to us at 1st Financial Bank USA, P.O. Box 98, Dupree, SD 57623-0098. Telephoning is the best way of keeping your possible losses down. You will be liable for any instructions and other communications initiated before the Bank has received such notice and has had a reasonable opportunity to act on such notice.

FUNDS TRANSFER SERVICE FOR CONSUMER ACCOUNTS

The EFTA and Regulation E govern consumer accounts established by a natural person primarily for personal, family or household purposes ("Consumer Accounts"). The following terms and disclosures apply only to Consumer Accounts, and, with respect to Consumer Accounts, if there is any conflict between these disclosures and terms set forth elsewhere in this Agreement, these disclosures shall control. These disclosures do not apply to accounts that are not Consumer Accounts, including without limitation any business or commercial account or any account not established primarily for personal, family or household purposes.

If someone has used your Access Information without your permission, you can lose no more than \$50 if you notify us within two Business Days of discovering any unauthorized use of the Service or your Access Information. However, you can lose as much as \$500 if you do not notify us within two Business Days of discovering the unauthorized use and we can prove that we could have stopped the unauthorized use had we been notified. If you do not report unauthorized transactions that appear on

any of your periodic statements within 60 days after such statements are mailed or electronically transmitted to you, you risk unlimited losses on transactions made after the 60 day period if we can prove that we could have prevented the unauthorized use had we been notified within this 60 day period. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section may be extended.

You agree to assist us in our efforts to recover any funds that were transferred without your permission.

In case of questions or errors about funds transfers made through the Service, you must do one of the following: call us, toll-free, at 1-800-657-4381 or write to us at 1st Financial Bank USA, P.O. Box 98, Dupree, SD 57623-0098.

With respect to any statements you receive from us that reflect transactions you performed while using the Service, if you think your statement is wrong or if you need more information about a transaction listed on the statement, we must hear from you no later than 60 days after we sent the **first** paper or online statement on which the problem or error appeared.

To report an error you must:

- Tell us your name and account number.
- 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.
- Tell us the type, time, and date of the transaction and the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 Business Days after we hear from you and will in good faith attempt to correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days 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. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

TERMINATION

We reserve the right to terminate this Agreement and your access to the Service, in whole or in part, at any time and for any reason by providing written notice. Without limiting the foregoing, if you do not access the Service and there has been no activity on any of your accounts through the Service for any consecutive 120-day period, and there is no such activity pending as of the end of such 120-day period, we reserve the right to terminate your access to the Service without prior notice to you. If any of your checking, savings or other deposit accounts is closed due to insufficient funds or any other reason, such

account will no longer appear in your online banking profile. If any other account is closed for any reason, such account may no longer appear in your online banking profile.

If you wish to terminate your ability to use the Service, call us, toll-free, at 1-800-657-4381 or send cancellation instructions in writing to 1st Financial Bank USA, P.O. Box 98, Dupree, SD 57623-0098. If you provide your termination instructions orally, we may also require that you provide us written confirmation of your request to terminate. If you wish to reinstate your access to the Service following any termination (although we reserve the right not to reinstate such Service as we determine in our sole discretion), call us, toll-free, at 1-800-657-4381 or send reinstatement instructions in writing to 1st Financial Bank USA, P.O. Box 98, Dupree, SD 57623-0098.

Upon termination of the Service, we will endeavor to cancel any applicable account transactions you have previously authorized, provided that we make no guarantee that we will be able to do so. You will be solely responsible for any fees that apply to any such cancellation. Any transactions that we are not able to cancel or that have already been processed before the requested termination date will be completed. You agree that upon termination of this Agreement, either by you or us, you will cancel all automatic or recurring transfers you have previously authorized, and that if you fail to do so, you are solely responsible for such payments. Termination shall not affect your liability or obligations under this Agreement for any transactions initiated prior to termination.

AMENDMENTS

You agree to be bound by any amendments or modifications to this Agreement after notice has been sent to you at your last known address contained in our records, or upon our posting of such notice in the lobby of our branch offices or on our website. Where prior notice of a change in terms is required by applicable law, we will send advance notice to you within the required number of days of the effective date of the change. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and your access to the Service will be canceled. Use of the Service after the effective date of an amendment or modification to the Agreement shall conclusively constitute your acceptance of the change.

ELECTRONIC COMMUNICATIONS

When you visit the Site to use the Service, you are communicating with us electronically, and you consent to receive communications from us electronically. We may communicate with you electronically by e-mail or by posting notices on the Site. In general, communications sent over the Internet are not necessarily secure. Therefore, we will not send and we strongly suggest that you do not send any confidential account information via e-mail. You agree that we may take a reasonable time to act on any e-mail. Correspondence that requires expeditious handling, for example, if you need to report an unauthorized transaction from your account(s), should be made by calling the Bank at 1-800-657-4381. Unless you have instructed us otherwise, you agree that we may send you electronic messages about products or services we offer.

You agree that all electronic communications that we receive on the Site or otherwise in connection with the Services such as those directing us to take an action with respect to your account, that match identity information you provided when enrolling in or using the Service will be deemed valid, authentic and binding obligations. Pursuant to applicable law and regulations, these electronic

communications shall be given the same legal effect as your written and signed paper communications, shall be considered a “writing” or “in writing” and shall be deemed for all purposes (1) to have been “signed” and (2) to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business. You agree that electronic copies of communications are valid and you will not contest the validity or enforceability of such communications or any related transactions, absent proof of altered data or tampering, under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby, and such copies shall be admissible if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in documentary form.

You agree (to the maximum extent permitted by law) to hold harmless and protect and indemnify the Bank and its officers, directors, employees, agents and contractors from and against any and all claims, losses, liability, damages and/or demands (including, without limitation, reasonable attorneys' fees and court costs) of any kind, direct or indirect, arising out of or in any way connected with the Service rendered by the Bank or any agent pursuant to or in accordance with any and all electronic communications for which we have attempted to verify your identity as set forth above.

ENTIRE AGREEMENT

This Agreement is the complete and exclusive agreement between you and us related to the Service and supplements any other agreement or disclosure related to your account(s). There are no other understandings or agreements relative hereto which are not fully expressed herein. In the event of a conflict between this Agreement and any other agreement or disclosure related to your account(s), or any statement by our employees or agents, or any service provider, this Agreement shall control with respect to the Service.

NO WAIVER

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

LIABILITY FOR LOSS OR ERRONEOUS DATA

Without limiting any other provision hereof, you shall bear the sole liability and risk of any error or loss of data, information, transactions or other losses which may be due to the failure of your Computer or third party communications providers on which you may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your Computer.

HARM TO COMPUTER SYSTEMS/DATA

The Bank shall not be responsible for any errors or failures from any malfunction of your Computer and shall have no liability to you for any damage or other loss, direct or indirect, which you may suffer or

incur by reason of your use of your Computer. The Bank makes no representations or warranties regarding the accuracy, functionality, or performance of any third party software that may be used in connection with the Site. You agree that we shall have no liability of any kind for viruses, worms, Trojan horses, or other similar harmful components that may enter your Computer by downloading information, software, or other materials from our Site. We encourage you to routinely scan your Computer and software using a reliable virus product to detect and remove any viruses found.

INTERNET CONNECTION

You understand and agree that use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to your computer systems, networks, and any and all information stored therein. You understand that the technical processing and transmission of the Site, including your content, may involve (1) transmissions over various networks; and (2) changes to conform and adapt to technical requirements of connecting networks or devices. All information transmitted and received through the Internet is subject to unauthorized interception, diversion, corruption, loss, access, and disclosure. The Bank shall not be responsible for any adverse consequences whatsoever of your connection to or use of the Internet, and shall not be responsible for any use by you of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

LIMITATION OF LIABILITY; DISCLAIMERS

Your use of the Service or any information obtain through the Site is at your own risk. Neither the Bank nor any of its respective officers, directors or employees, nor any other party involved in creating, producing, or delivering the Service is liable for any direct, incidental, consequential, indirect, punitive, or other damages of any kind arising out of your access to or use of the Service, or the inability to access or use the Service, whether caused by the Bank or such other parties, online service providers, any agent or subcontractor of any of the foregoing or any other party. Without limiting the foregoing, in no event shall the Bank's liability for damages arising out of this Agreement exceed the aggregate fees paid by you to Bank as stated in this Agreement.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WHILE WE MAKE EVERY EFFORT TO PROVIDE ACCURATE INFORMATION IN CONNECTION WITH THE SERVICE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY THAT (1) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; OR (2) ANY INFORMATION CONTAINED ON, RESULTS THAT MAY BE OBTAINED FROM THE USE OF, OR OTHER ASPECT OF THE SERVICE WILL BE ACCURATE, CURRENT, COMPLETE OR RELIABLE.

INDEMNITY

You agree to indemnify, defend, and hold harmless the Bank, its affiliates, and their respective employees, directors, officers, and agents against any and all claims, demands, damages, or costs or expenses (including reasonable attorneys' fees) that arise directly or indirectly from your breach of this Agreement or arising out of your use of the Service.

ASSIGNMENT

You may not assign this Agreement or your right to use the Service to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.

GOVERNING LAW; ENFORCEMENT

This Agreement shall be governed by and construed in accordance with the laws of the United States, and to the extent not inconsistent therewith, the laws of the state of South Dakota, without regard to that state's rules regarding conflict of laws. You agree that you will use the Service only in accordance with applicable law and the terms of this Agreement. In the event either party brings legal action to enforce the Agreement or collect overdrawn funds on accounts accessed under the Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in South Dakota, if allowed by applicable law.

OWNERSHIP OF WEBSITE

The content, including, without limitation, all information, text, graphics, and design, of the Site is the property of the Bank, and any unauthorized use, reproduction, linking or distribution of any part of the Site is strictly prohibited.

SEVERABILITY

Should any provision of this Agreement be held invalid or unenforceable, that provision shall be construed consistent with applicable law as nearly as possible to reflect the original intent of the Agreement and the remaining portions shall remain in full force and effect.

VIOLATIONS OF AGREEMENT

The Bank reserves the right to seek all remedies available at law and in equity for violations of this Agreement, including the right to block access from a particular Internet address to the Site.

ADDITIONAL INFORMATION

You agree to execute any additional documents and to provide any information (including information necessary to remake or reconstruct any transmission or entry) that the Bank reasonably requests.

FORCE MAJEURE

No party shall be deemed to have breached this Agreement if it fails to perform because of a cause beyond the reasonable direct control of that party, and without fault or negligence of that party. Examples of causes beyond the reasonable direct control of a party include, without limitation, any failure or interruption of any electronic communication system between you and the Bank; equipment or software failure or malfunction; electrical, computer, or mechanical failure or malfunction; action or

inaction of any government, civil or military authority; fire, strike, lockout or other labor disputes; flood, hurricane, war, riot, theft, earthquake, natural disaster; default of common carriers or third party vendors; and suspension in payments by another financial institution.