

## **FIRST STATE BANK OF NEWCASTLE**

### **INTERNET BANKING AGREEMENT**

This agreement states the terms and conditions that apply when you use First State Bank of Newcastle's Internet Banking Service. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this agreement.

You are being provided this agreement and disclosure electronically. This agreement provides that in the future you may be provided with other disclosures electronically. By agreeing to the terms and conditions of this agreement, you agree to the electronic transmission of this agreement and other information relating to this agreement in the future.

"You" and "your" mean each person who establishes Internet Banking with us or who uses or is authorized to use an internet banking access ID and password to access a previously established account with First State Bank of Newcastle. The term "Internet Banking" means our On-line Banking and Bill Payment Services that you access over the internet by use of a personal computer and modem, mobile device and/or other means we authorize or allow. Internet Banking allows you to make payments, transfer funds, access accounts, obtain information, and perform other transactions. Bill Payment allows you to initiate a payment from your designated First State Bank checking account to payees, which you have authorized in advance. First State Bank of Newcastle does not undertake any obligation to monitor transactions through First State Bank Online Banking to determine that the transactions are made on behalf of the account holder. First State Bank of Newcastle may, from time to time, introduce new Internet Banking Services. We will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules contained in this Internet Banking Agreement.

#### **Internet Banking Access ID and Password**

In order to access our Internet Banking Service, you must register for the service by setting up an access ID together with a password. It is your responsibility to safeguard the access ID and password you setup. You are responsible for keeping your password, access ID and account numbers confidential. Anyone to whom you give your Internet Banking access ID and password will have full access to your accounts. First State Bank of Newcastle is not responsible if you share your password or account information with others.

#### **Internet Account Owner Information**

You must be an owner of the account you access using First State Bank's internet banking service. You may not designate any account that requires more than one signature for withdrawals.

#### **Security**

All of your transactions occur utilizing 128-bit encryption.

### **Limits on Internet Banking Transactions**

You must maintain enough money in any account from which you instruct us to make a payment or transfer. If any of your qualifying accounts are savings accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than six (6) in any specific period. The specified period for savings accounts is the monthly statement period. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments, internet transactions or telephone agreement. You also agree to the terms and conditions of your deposit account that you received when you opened your deposit account.

### **Benefits**

You may use the service to check balances and transfer funds between your accounts at First State Bank of Newcastle. The balance shown may differ from your records because it may not include deposits in progress, outstanding checks, ATM and debit card transactions or other withdrawals or charges.

### **Our Liability for Failure to Complete Payments or Transfers**

If we do not complete a payment or transfer on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will NOT be liable for instance:

1. If, through no fault of ours, you do not have enough available money in the account from which a payment or transfer is to be made; if the account has been closed, frozen or is not in good standing; if we reverse a payment or transfer because of insufficient funds; or if any payment or transfer would go over the credit limit of any account.
2. If you or anyone you allow commits fraud or violates any law or regulation.
3. If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
4. If you have not given us complete, correct, or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction, or if you do not properly follow our instructions, or if you provide us with wrong or inaccurate information, or fail to correct or tell us about any inaccuracy of which you were aware.
5. If you do not instruct us soon enough for your payment or transfer to be received and credited by the time its due.
6. If the money in the account from which a payment or transfer is to be made is subject to legal process or other claims that restrict the transaction, or if circumstances or persons beyond our control, prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.
7. If the failure was caused by an act of God, fire, or other catastrophe, or by an electrical or computer failure or by other causes beyond our control, or if we have a reason to believe that the transaction requested is unauthorized.
8. In the event of incidental or consequential damages.

### **Your Liability and Indemnity**

You warrant that you will perform your obligations under this Agreement consistent with all applicable Bank rules and regulations and that all information that you provide us is accurate, timely, and has been authorized by you, and in the event that you breach any foregoing warranties, you agree to indemnify First State Bank of Newcastle against any loss, liability, or expense. You agree to hold First State Bank of Newcastle harmless for any and all acts of employees or persons who you grant access to or who gain access to your Internet banking account. You consent, by execution of this agreement, to disclosure of your customer information to those that gain access to your accounts.

### **Business Days**

You may access your bank accounts using our Internet Banking Service 24 hours a day, 7 days a week. There may times when some or all of the Internet Banking Service may not be available due to maintenance.

The bank is open Monday through Friday except holidays.

The bank's lobby hours are: 8:30 to 5:00 Monday through Thursday and  
8:30 to 5:30 Fridays  
Drive-up hours are: 7:30 to 5:30 Monday through Friday

Funds transfers between your accounts at First State Bank after 5:00 p.m. MT will not be available until the next day.

### **Statements**

Your Internet Banking payments and transfers will be indicated on the monthly statements we provide. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement information.

### **Unauthorized Transactions or Loss or Theft of Your Internet Banking Logon ID or Password**

If you believe your Internet Banking access ID or password or other means of access have been lost or stolen or that someone has used them without your authorization, call us immediately at (307) 746-4411 or (888) 788-2892 during normal business hours, or write to us at First State Bank of Newcastle, PO Box 910, Newcastle, WY 82701. Contacting us by phone immediately is the best way of reducing your possible losses.

If you notify us of a loss, your liability for unauthorized transactions or payments will be as follows:

- If you contact us within two business days of the loss or your discovery of the loss, you can lose no more than \$50.00 if someone used your Internet Banking Logon ID and password without your permission.
- If someone else used your Internet Banking Logon ID and password without your permission, you could lose as much as \$500 if you do not contact us within two business days after you learn of the loss and we can prove that we could have prevented the loss if you had contacted us.
- Also, if your statement shows transfers or payments that you did not make, notify us at once. If you do not notify us within sixty (60) days after the first statement, showing such a transfer was mailed to you, you may not get back any funds lost after the 60 days, if we can prove your contacting us would have prevented those losses.

### **Bill Payment Services**

If you enroll for Bill Payment, you can arrange for the payment of your current, future, and recurring bills from a designated First State Bank of Newcastle checking account. The minimum amount in which a payment may be sent is \$5.00. The maximum amount \$15,000. You can pay any merchant or individual approved through Bill Payment except federal, state, and local tax agencies.

When Bill Payment receives payment instructions, payments will be remitted on your behalf from the funds in your designated First State Bank of Newcastle checking account. **YOU MUST SCHEDULE THE PAYMENT AT LEAST FIVE TO SEVEN (5 TO 7) FULL BUSINESS DAYS PRIOR TO THE DATE THE PAYMENT IS DUE AT YOUR PAYEE.** If an Electronic Bill Payment needs to be changed or canceled, the change or cancellation must be entered before 3:00 p.m. Eastern Standard Time and must occur 24 hours prior to the scheduled payment date. If the payment is to be made by paper check through Bill Payment the payment must be cancelled eight (8) full business days prior to the payment due date. Any payments made with Bill Payment require sufficient time to be processed. First State Bank of Newcastle shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees.

If there are insufficient funds in your designated First State Bank of Newcastle checking account on the payment date we may either refuse to pay the item or may make the payment and thereby overdraw the account. If your payment request is not honored because of insufficient funds in your designated First State Bank of Newcastle checking account, no additional payments will be initiated from Bill Payment until your designated account is properly funded and dishonored items have been cleared. First State Bank of Newcastle will not be liable for delays or losses of payments caused by the U.S. Postal Service or other delivery service. You are responsible for any loss or penalty that may occur due to a lack of sufficient funds and other conditions that may prevent the withdrawal of funds from your account.

First State Bank of Newcastle reserves the right to terminate your use of Bill Pay at any time without prior notice.

### **Error Resolution Notice**

In case of error or questions about your electronic transactions telephone us at 307-746-4411 or 888-788-2892, write us at PO Box 910, Newcastle, WY 82701 or email us at [fsb@fsbnewcastle.com](mailto:fsb@fsbnewcastle.com) as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or 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 dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will 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 you will have the use of the money during the time it takes us to complete our investigation. We will notify you within three banking days after completing 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 a new account, point-of-sale, or foreign-initiated transactions, 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 there was no error, we will send you a written explanation and reverse the provisional credit. You may ask for copies of the documents that we used in our investigation.

### **Confidentiality**

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

- Where it is necessary for completing transfers,
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant,
- In order to comply with government agency or court order, or
- If you give us your written permission.

### **Other General Terms**

The first time you access First State Bank of Newcastle's Internet Banking Service will confirm

your agreement to be bound by all the terms and conditions of this Internet Banking Agreement and Disclosure Statement.

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