



Terms of Use Agreement

To accept these terms click on the accept button at the bottom of the page. This WB&T eBank Online Terms and Use Agreement ("Agreement") shall govern your use of the WB&T eBank online banking system, hereinafter referred to as ("Service"). This Agreement also describes terms and conditions of funds transfers available using the Service, and provides disclosures related to Consumer Accounts required by the Electronic Fund Transfer Act. Please read this Agreement carefully because it informs you of your rights and obligations with respect to use of the Service. By your application for and use of the Service, you agree to the terms and conditions contained in this Agreement. You should print and keep a copy of this Agreement for future reference.

System Requirements It is recommended that you use Microsoft Internet Explorer 5.5 or higher for optimal performance of Service. However, you may also use Netscape Navigator 7.0 or higher. **Browser Security Requirements** Service uses 128-bit strong encryption to ensure your account information remains safe and confidential while traveling over the Internet. You will need a 128-bit strong encryption web browser to access Service. To learn your browser's current encryption level, please do the following: Microsoft Internet Explorer users: In Internet Explorer, click the "Help" menu and select "About Internet Explorer." Look at the "Cipher Strength." If the Cipher Strength is anything lower than 128-bit, you'll need to upgrade your browser before using WB&T eBank. Windows 2000 users will need to also update their operating system encryption. Netscape users: In Navigator or Communicator, click on the Help menu and select "About Navigator" (or Communicator). Look for the boldface section on the left side of the screen. If it says, "This version supports U.S. security," you have 128-bit security. If it says, "International security," you do not have 128-bit security and will need to upgrade your browser before using WB&T eBank. Windows 2000 users will need to also update their operating system encryption.

The Service Wyoming Bank & Trust, Cheyenne, Wyoming ("Bank"), agrees to provide internet banking services as described from time to time in information distributed by Bank to its customers. In the agreement, "Customer" refers to the person(s) subscribing to or using Service. You may use a Personal Computer ("PC"), an Internet connection, an access ID and password to obtain account balances and transaction information. You may also use your PC to obtain statements on your accounts and transfer money between your accounts. However, transfers from your Money Market account to another account or to

third parties by pre-authorized, automatic transfers, and telephone, are limited to six per statement cycle. Transfers from a savings account to another account or to third parties by pre-authorized, automatic transfer, and telephone, are limited to six per quarter. The Service includes the Basic Features described below:

1. Basic Features – You may use the Service to perform the following functions:
2. To retrieve information, including real-time account balance (subject to maintenance and downtime) regarding all deposit and loan accounts that are linked to the Service as requested by you in the WB&T eBank Online Application;
3. To transfer funds between your designated accounts;
4. To obtain an interim statement that includes all deposit account activity to date; and
5. To communicate with us regarding your account(s) via e-mail.
6. Balance Inquiries and Transfers.

You may use the Service to check the balance of your accounts and to transfer funds among your designated accounts. In order to initiate one of these transactions, you must first access www.wyomingbank.bank on the Internet and sign on to the Service using your login and password. Account balances will be current as of the date and time you sign on to the Service or as set forth in notices or as stated on the Wyoming Bank & Trust website. The balance displayed by the Service may include deposits still subject to verification by us. The balance shown also may differ from your records because it may not include deposits in progress, check card authorizations, outstanding checks, or other withdrawals, payments or charges. Funds transfers will be made available in accordance with the disclosures given at the time the account is opened. If there are insufficient funds in an account from which you are requesting a funds transfer, we reserve the right to reject your request. In addition, your ability to make certain transfers from certain types of accounts may be limited by applicable federal law (see the Wyoming Bank & Trust schedule of fees for more information). Your Access ID and PIN each individual who has access to Service, including each individual named on joint accounts must designate an access ID and password. Your access ID must be a minimum of 6 characters and a maximum of 19 characters. Your password must be a minimum of 8 characters, up to a maximum of 16 characters, which must consist of at least 4 alpha and 2 numeric characters. In addition to these eight, you can incorporate special symbols. When you log-in to the system as a first time customer, you must use a password designated by Wyoming Bank & Trust. You will be prompted to change your password. You may be required to change your password and we reserve the right to limit the re-use of passwords. If you do not access your for 180 days, your record may be purged due to inactivity which would require re-enrollment to access your accounts again. To guard against unauthorized use of your access ID and password, Service disables the password on the fifth incorrect attempt to log-in. The disabling of the password keeps an unauthorized agent from attempting to guess a password. This will occur if you

accidentally activate this security feature by unintentionally miss-keying a password five times. You will need to call Wyoming Bank & Trust to reestablish the password for your account(s). A common mistake made by users is having the caps-lock on while keying in an access ID or password. Since the access ID and password are case sensitive and you cannot actually see the password characters you are typing, it is easy to think you are typing the password correctly. Our Liability of Failure to Complete Transactions Generally, if we do not complete a transfer to or from your account on time or in the correct amount of time according to our agreement with you and applicable law governing the transfer of money in Wyoming, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer;
2. If the Service was not working properly and you knew about the breakdown when you started the transfer;
3. If your computer or modem was not working properly;
4. If the Payee mishandles or delays in handling payments sent by us;
5. If you have not provided us with the correct Payee name, address, account information, or payment amount;
6. If circumstances beyond our control (such as fire or flood or internet down time or service provider connectivity problems) prevent the transfer, despite reasonable precautions that we have taken;
7. If the funds are subject to legal or other encumbrance;

Federal Reserve Board, Office of Thrift Supervision, Federal Deposit Insurance Corporation or state banking regulations might prohibit such transfer. Also in the case of any error or malfunction which was not intentional on the part of Wyoming Bank & Trust and resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably adopted to avoid any such error, Wyoming Bank & Trust's liability is limited only to actual damages proved. Documentation all payments and transfers made with Service will appear on your monthly account statement. The Payment amount, the date of the transfer, deposit transfer in and deposit transfer out will be shown for each transfer made through Service during that month. Equipment you are solely responsible for the equipment (including your personal computer and software) you use to access Service. We are not responsible for errors or delays or your inability to access Service caused by your equipment. We are not responsible for the cost of upgrading equipment to stay current with Service nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon. Business Days/Hours of Accessibility Unless otherwise defined by this Agreement, a Business Day is any day that Bank is operating and open for business. Saturdays, Sundays and selected Federal holidays will not be considered Business Days. You should contact Bank to inquire if a given Federal holiday is

determined by Bank to be a Business Day. All transactions, deposits, instructions and entries received by Bank on a day that is not a Business Day will be treated as if received on the next Business Day. Contact us for information regarding Bank's normal business hours or visit our web site for hours of operation. You can usually access your accounts through Service seven (7) days a week, 24 hours a day. However, at certain times, some or all of Service may not be available due to system maintenance or reasons beyond Bank's control. Bank specifically does not warrant that Service will be available at all times. During those times when Service is not available, you may use any participating ATM network, or Bank to conduct your transactions (assuming you have applied for and been accepted to utilize such ATM services). A transfer, other than a wire transfer (not allowed through Service), initiated through Service before 5:00 p.m. (Mountain Time) on a Business Day will be posted to your account the same day. All transfers completed on a Saturday, Sunday or banking holiday or after 5:00 p.m. (Mountain Time) on a Business Day will be posted on the next Business Day. Notice of Your Rights and Liabilities Security of your transactions is important to us. Use of Service therefore requires an access ID and password. If you lose or forget your access ID or password, please call Customer Service during the normal business hours listed on the Wyoming Bank & Trust website. Customer Service Number: 307-632-7733. We may accept as authentic any instructions given to us through the use of your access ID or password. You agree to keep your access ID and password secret and to notify us immediately if your access ID or password is lost or stolen or if you believe someone else has discovered your access ID or password. You are liable until such time as you have notified us and we have had time to remove such authority from our system. You agree that if you give your password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use Service. Do not discuss, compare, or share information about your account number(s), access ID, or password, with anyone unless you are willing to give him or her full use of your money. If you furnish your password and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized and we have had time to act on your instructions. Service enables you to change your password; we require that you do so regularly. We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to but are not obligated to (1) monitor and/or record all communications and activity related to Service; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your access ID or password was used in connection with a particular transaction. If any unauthorized use of your access ID or password occurs you agree

to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds. WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN ACCESS IDs OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL. Tell us AT ONCE if you believe your access ID or password has been lost, stolen, or compromised in any way. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50. If you do NOT tell us within 2 business days after you learn of the loss or theft of your access ID or password, and we can prove that we could have stopped someone from using your access ID or password without your permission, if you had told us, you could lose as much as \$500. Also, if unauthorized transfers appear on your statement, you must notify Bank within 60 calendar days after the statement was sent; otherwise you face unlimited liability for all unauthorized transfers made after the 60-day period. If you believe your access ID or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, write us or call us at the address or telephone number listed on the Wyoming Bank & Trust website. Disclosure Information to Third Parties of Account We will disclose information to third parties about your account or the transactions you make:

- where it is necessary for completing transfers; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- in order to comply with government agency or court orders; or
- to our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or
- If you give us written permission.

Termination if you want to terminate your access to Service, please call Customer Service. After receipt of your call, we will send a written termination authorization for your signature and return to us. We reserve the right to terminate Service, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated) to immediately discontinue making previously authorized transfers. We also reserve the right to temporarily suspend Service in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of the system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your access ID or password as an indication of an attempted security breach. Termination of Service does not affect your obligations under this Agreement with respect to occurrences before termination or cooperation after termination. Limitation of Liability Except as otherwise provided in this Agreement or by law, we are not

responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by Service or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment. Assignment you may not transfer or assign your rights or duties under this Agreement. Governing Law the laws of the state of Wyoming shall govern this Agreement and all transactions hereunder, without giving effect to any conflict of laws rule or principle that might result in the application of the laws of another jurisdiction. Customer acknowledges that he/she has reviewed this Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby. Amendments We can change a term or condition of this Agreement by mailing or delivering to you a written notice at least thirty (30) days before the effective date of any such change. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain and restore the security of our system or an account. However, even in these cases, if the change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement that we send you, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in either checking or savings accounts records, or e-mail address in which you authorized the Bank to send such notices and/or disclosures.

Indemnification Customer, in consideration of being allowed access to Service, agrees to indemnify and hold Bank harmless for any losses or damages to Bank resulting from the use of Service, to the extent allowed by applicable law. Security Procedures By accessing Service, you hereby acknowledge that you will be entering a protected web site owned by the Bank, which may be used only for authorized purposes. Any unauthorized use may be a violation of state and or federal law and will be prosecuted to the fullest extent allowed by law. The Bank may monitor and audit usage of the System, and all persons are hereby notified that use of Service is subject to the Computer Fraud and Abuse Act of 1986. eStatements (if enrolled) you must be an owner on all accounts you wish to access electronically. Statement Requirements:

- Personal Computer with Internet Access;
- Latest version of Adobe Reader;
- Online Banking access;
- eStatement Customer Agreement ("Agreement"):

In consideration of the eStatement services ("Services") to be provided by WYOMING BANK & TRUST ("Bank") as described from time to time in information distributed by the Bank to its CUSTOMERS, you agree as follows: You hereby request and authorize Bank to send notice of regular periodic account statement(s) to you or your agent, in lieu of paper copy, in electronic format for all accounts designated through the enrollment process to be viewed through Bank's Online Banking Service. By utilizing the Services, you agree to be bound to all rules and

regulations applicable to your deposit account and any other contract for services at Bank as established and amended by Bank. You agree to receive initial and periodic account disclosure information in an electronic format. You agree that eStatements satisfy any and all requirements for the Bank to send periodic written statements or notices for this account. Bank will provide this information in a clear, conspicuous manner that you can print and/or store using the hardware and software specified above. A copy of said disclosures may also be viewed at the Bank's Website, www.wyomingbank.bank. The consent granted in this paragraph applies to all accounts designated through the enrollment process. Bank will notify you of any material change in hardware or software required for retrieving or storing this disclosure information. You understand your right to revoke this Agreement and thereby withdraw consent to communicate with Bank electronically. In order to withdraw consent and terminate this Agreement, you must notify Bank in writing. Termination of the Agreement will be effective within 30 days of the Bank's receipt of the written termination notice. There may be fees associated with terminating this Agreement. You understand that you have a right to obtain a paper copy of any of the above described disclosures or eStatements. To obtain a paper copy, you must make a specific request to the bank location where you have your account. In some cases, research fees specified in the Bank's Schedule of Fees and Charges may apply to the request pursuant to this paragraph. You agree to notify the Bank immediately if you are unable to access any of the information that has been delivered by the Bank in an electronic form or manner. You may be required to provide the Bank with signed, written notice if your electronic mail address changes. You agree to keep the Bank informed of any e-mail address change. Allow 3 business days for your new e-mail address to be updated within the Bank's System. You understand the Bank will attempt to send eStatement notification to the e-mail address you have provided one time per statement cycle. If the message is returned as "undeliverable," Bank will mail that statement to you via U. S. Postal Service and your account may be reverted back to paper statements and notices. You understand that if after 12 months of not accessing the Bank's online banking you will receive paper statements in place of eStatements. A new eStatement agreement will need to be completed to receive an electronic statement. Bank shall not be responsible or liable for: Consequential or incidental damages for negligent performance by Bank of its services; Damages arising from unauthorized access to eStatement Services; Any costs associated with updating, modifying, accessing or terminating your software or hardware. Additional Terms: You represent and warrant to the Bank that each individual who is to have access to your accounts and information through the Services is hereby authorized to access this account information. You will also designate a password as required by various Services. Generally, passwords should consist of at least 8 digits. Once selected for each user, a password is to be used only by that individual and protected from use by others. You agree that Bank's security procedures are commercially reasonable. Unless otherwise noted, the meaning of terms used in this Agreement and in information incorporated herein shall be defined by the

applicable provisions of the Wyoming Uniform Commercial Code. The laws of the State of Wyoming shall govern this Agreement and all transactions hereunder. You acknowledge that you have reviewed this eStatement Agreement, understand the terms and conditions set forth herein, and agree to be bound hereby. This Agreement may be terminated or limited by the Bank upon reasonable notice for any reason at Bank's sole discretion.