

Consumer, Mobile, and Business

Online Banking Terms and Use Agreement

This First Wyoming Bank & Trust Online, Text and Mobile Banking Services Terms and Use Agreement (“Agreement”) shall govern your use of the First Wyoming Bank & Trust 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.

Access to Online, Text and Mobile Banking will be provided through the use of the Internet. Mobile data rates may apply from your service provider. You are solely responsible for the setup, installation, operation, and maintenance of the equipment you use to access the Online, Text and Mobile Banking Services, and for providing your own access to the Internet through the Internet Service Provider of your choice. First Wyoming Bank & Trust is not responsible for providing reliable service. We are not responsible for the cost of upgrading your equipment to stay current with the Internet Banking or Mobile Banking Applications. We are not responsible for any errors or failures from any malfunction of your computer or device and we are not responsible for any computer virus, or Malware or related problems that may be associated with the use of your computer.

First Wyoming Bank & Trust, “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 or mobile device to obtain statements on your accounts, make deposits, 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:

- Check account balances;
- Transfer funds between qualifying accounts;

- Obtain information that we make available about qualifying accounts; and obtain other services or perform other transactions that we allow;
- If you have enrolled for our BillPay Service, pay bills from your bank accounts in the amounts and on the dates you direct;
- Stop payment functionality is available;
- Initiate ACH and wire transfers with bank approval – BUSINESS ACCOUNTS ONLY.

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 First 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 Bank's schedule of fees for more information).

Your Access ID and PIN for 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 which must consist of at least 1 number, 1 uppercase letter, 1 lowercase letter, and 1 special character. 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 account for 90 days, your record may be disabled and after 80 days of inactivity 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 the Bank to re-establish the password for your account(s).

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:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If the Service was not working properly and you knew about the breakdown when you started the transfer;
- If your computer or internet service was not working properly;
- If the Payee mishandles or delays in handling payments sent by us;
- If you have not provided us with the correct Payee name, address, account information, or payment amount;
- If circumstances beyond our control (such as fire or flood or internet service provider connectivity problems) prevent the transfer, despite reasonable precautions that we have taken;
- 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 First Wyoming Bank & Trust and resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably adopted to avoid any such error, First 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.

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. 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 Banks website. Customer Service Number: 307-632-7733.

Each individual who has access to the Service, must utilize a username, password, or for business accounts your login, security token or PIN. To guard against unauthorized use of your username, password, login, security token or PIN, the Service disables the password on the fifth incorrect attempt to log-in. We may accept as authentic any instructions given to us through the use of your username or password, login, security token or PIN. You agree to keep your username, password, security token and PIN secret and to notify us immediately if any or all are lost, stolen or if you believe someone else has discovered your information. 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), username, password, security token, or PIN 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 who then exceeds that authority, you are liable for the transfers. Service enables you to change your password; we recommend 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 username, password, login, security token, or PIN were used in connection with a particular transaction. If any unauthorized use of your username, password, security token, or PIN 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.** If you believe your username 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 immediately at 5827 Yellowstone Road Cheyenne, WY. 82009 or 307-632-7733.

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.

If you want to terminate your access to Service, please call a Customer Service Representative. 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 username, password, login, security token or PIN 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 equipment. You may not transfer or assign your rights or duties under this Agreement. 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. 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 website 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.