

First National Bank of Buhl Internet Banking Agreement

WHAT THIS AGREEMENT COVERS

This Internet Banking Agreement (“Agreement”) contains the terms and conditions that apply when you use Internet Banking Services offered to you by First National Bank of Buhl. This Agreement is subject to applicable federal laws and the laws of the State of Minnesota (except to the extent this Agreement can and does vary from such rules or laws).

You may use our Internet Banking Services to access your Accounts through the Internet. The Services section below describes the Internet Banking Services available for your use and governed by this agreement.

Definitions

As used in this Agreement, the words “you”, “your” and “yours” refer to the Account holder authorized by First National Bank of Buhl to use Internet Banking Services under this Agreement and anyone else authorized by the Account holder to exercise control over the Account holder’s funds through Internet Banking Services.

The words “we”, “us”, and “our” mean First National Bank of Buhl.

The word “Authorized Representative” refers to a person with authority of any kind with respect to an Account, an Internet Banking Service, or any transaction.

The word “Account(s)” means any one or more Accounts you have with First National Bank of Buhl, including deposit or loan Accounts.

The words “Internet Banking Services” or “Service(s)” means the services provided pursuant to this Agreement, and may include Internet Banking, along with any service available to you when using Internet Banking.

The word “Payee” means anyone, including the Bank, you designate and the Bank accepts as a payee.

Accepting this Agreement

You understand that by using Internet Banking Services you, jointly and severally, agree to the terms and conditions of this Agreement and any amendments, and that no written signature by you is required on this Agreement. Clicking “I Accept” constitutes your acceptance of this Agreement. You agree to use these Services solely as provided in this Agreement and any applicable online instructions. When any transfer, payment, or Service generates items to be charged to your Account, you agree that we may debit your Account without requiring your signature on the item and without prior notice to you.

Your Accounts and Account Agreements

Each First National Bank of Buhl product you have with us is called an “Account”. Accounts include deposit and loan Accounts. Your Accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in this Agreement. Joint Account Owners have the right to any information or to make any request associated with their Account. Please refer to the Account agreements and disclosures previously provided to you. In addition to this Agreement and any other Account agreements, the terms and conditions of our Security Statement and Electronic Funds Transfer disclosure continue to apply to your Accounts.

In addition, each Account and Internet Banking Service shall be subject to the terms or instructions appearing on the screen when using an Internet Banking Service; our policies and procedures that apply to each Account and Internet Banking Service; the rules and regulations of any funds transfer system used in connection with an Internet Banking Service; and applicable state and federal regulations and laws.

Change in Terms/Fees

We may change Internet Banking Services and the terms, including fees, set forth in this Agreement at any time. We will notify you of any such changes, as required by applicable law, either by mail or by an electronic message. When you use the Services as they change or become available, you agree to the rules governing those Services, including any changes.

Account Access

To use Internet Banking Services, you must have an Account at First National Bank of Buhl, and access to internet services. You are solely responsible for having the required hardware and software and for securing an internet service provider.

You will generally be able to access your Accounts at www.fnbob.com, seven days a week, 24 hours a day. We will not be responsible for any errors or failures involving any telephone services, internet service, software installation or your computer. To access Internet Banking Services, you must have an Access ID and Password.

At certain times, Internet Banking Services may not be available due to system maintenance or circumstances beyond our control. If this occurs, you may obtain information about your Accounts at any of our First National Bank of Buhl locations or via an automated teller machine "ATM".

Security of Access ID and Password

You are responsible for transactions and other activities that occur using your Access ID and Password, including those transactions and activities that may be initiated by anyone using your Access ID and Password. You are responsible for keeping your Access ID and Password confidential, and for ensuring that you have logged out when your session is complete to prevent unauthorized persons from accessing your information. We are not obligated to monitor transactions through Internet Banking Services to determine that they are made on behalf of the Account holder.

Contact us immediately if you believe that your Password, your computer or software has been lost or stolen, or that someone may attempt to use your Internet Banking Services without your consent by calling (218)749-3190, or fax us at (218)748-6688 or e-mail us at webmaster@fnbob.com. We may request that you provide us with a written statement which could be mailed to us at: First National Bank of Buhl, Internet Banking, 8355 Unity Drive, PO Box 382, Mountain Iron, MN 55768.

No Illegal Use

You agree not to use First National Bank of Buhl's Internet Banking Services to conduct any business or activity or solicit the performance of any activity, which is prohibited by law or any contractual provision by which you are bound. You agree to comply with all applicable laws, rules and regulations in connection with Internet Banking Services.

You agree to provide true, accurate, current and complete information about yourself as requested, and you agree to not misrepresent your identity.

Electronic Mail (E-mail)

One way of communicating with us is by sending an e-mail. Internet Banking Services provide forms for you to contact us. Never send us your Access ID, Password, social security number or other sensitive Account information in an e-mail. We may not immediately receive e-mail communications that you send, and we will not take action based on e-mail request until we actually receive your message and have a reasonable opportunity to act. You cannot use e-mail to initiate transactions on your Accounts. If you need to contact us immediately, please call us at (218)749-3190.

SERVICES**INTERNET BANKING SERVICE****Services and Account Accessibility**

By accessing Internet Banking at www.fnbob.com you may access your Account information, including balance information and transaction history, initiate transfers between your Accounts and make payments on your loans.. The balances and transaction information that you obtain through Internet Banking is current through the close of business on the preceding business day. A transfer completed before the transfer cutoff time on a business day will be posted to your Account the same day. All transfers completed after the transfer cutoff time on a business day or on a day that is not a business day, will be posted on the next business day. The transfer cutoff time is 6:00 p.m. (Central Time) Monday-Friday.

All your Accounts will be linked by means of the name of all individual owners or authorized representatives who have authority to access those Accounts and the portfolio number associated with the Accounts. Each owner will be able to access, view and conduct transaction in all of the linked Accounts. If your Account(s) is owned by more than one person, or is accessible by one or more Authorized Representatives, each needs a unique Access ID and Password. The terms of this Agreement will apply to each person. Transactions involving your deposit Accounts will be subject to the terms of your Account agreement and transactions involving loan Accounts will be subject to your loan agreement and disclosures, if applicable.

Access ID, Password and Security

You must use a confidential Access ID and Password to access Internet Banking services. During your first logon session, you will be required to change your Password. Your Access ID is case sensitive, and must be a minimum of 6 and a maximum of 17 characters. Once you have selected your Access ID you will not be allowed to change it. The Password is case sensitive, must be a minimum of 8 and a maximum of 17 characters, and must include 1 UPPERCASE, 1 number, and 1 special character. We recommend that you change your Password periodically. The Access ID and Password rules are designed to protect you. You are responsible for maintaining the confidentiality of your Access ID and Password. You agree not to disclose or otherwise make your Access ID and Password known to anyone. For security purposes, we recommend that you memorize your Access ID and Password and do not write them down.

Business Days

Our business days are Monday through Friday, except bank holidays. Transfers are processed by us on business days only. You may contact us to inquire if a given holiday is determined by us to be a business day.

Statements

You will continue to receive your regular bank statements for all of your checking and savings and line of credit Accounts. All of your daily transaction activity and payment transfers will also appear on Internet Banking and on your Account statement(s) that will be mailed to you.

ELECTRONIC FUNDS TRANSFER FOR CONSUMERS

APPLICABILITY - The provisions in this section apply only to electronic fund transfers (an "EFT") that debit or credit a consumer's checking, savings or other asset Account and are subject to the Federal Reserve Board's Regulation E.

YOUR LIABILITY – Your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

1. If you notify us within two business days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$50 or the amount of unauthorized EFTs that occur before notice to us.
2. If you fail to notify us within two business days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$500 or the sum of:
 - \$50 or the amount of unauthorized EFTs that occur within the two business days, whichever is less; and
 - the amount of unauthorized EFTs that occur after the close of two business days and before notice to us, provided we establish that these EFTs would not have occurred had you notified us within that two-day period.
3. You must report an unauthorized EFT that appears on a periodic statement within 60 days of our transmittal of the statement to avoid liability for subsequent transfers. If you fail to do so, your liability will not exceed the amount of the authorized EFTs that occur after the close of the 60 days and before notice to us, and that we establish would not have occurred had you notified us within the 60-day period. You may, as applicable, also be liable for the amounts described in the immediately preceding sections 1 or 2 above.

4. If you delay in notifying us was due to extenuating circumstances, we will extend the time specified in the immediately preceding paragraphs 1, 2 or 3 above to a reasonable period.
5. You may notify us in person, by telephone, by fax, or in writing.

TELEPHONE NUMBER AND ADDRESSES – The telephone number and address of the person or office to be notified when you believe that an unauthorized EFT has been or may be made are:

(218)749-3190, Monday through Friday, 8:00 a.m. to 5:00 p.m.

First National Bank of Buhl
Customer Service Department
8355 Unity Drive, PO Box 382
Mountain Iron, MN 55768

LIABILITY

YOUR LIABILITY

You authorize us to credit or charge your Accounts for all payments and transfers initiated through any Internet Banking Service under your Access ID and Password. You are liable for all of these transactions and for all unauthorized transactions to the extent permitted by applicable state and federal law.

OUR LIABILITY

Our liability to you is explained in any agreements, notices and disclosures that we separately provide to you from time to time regarding your Accounts and Internet Banking Services. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices, or disclosures.

IN NO EVENT WILL WE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition applicable to the relevant Service in this Agreement or Account;
- we have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to hold, dispute, restriction or legal process we believe prevents their withdrawal;
- would violate any applicable provision of any risk control program of the Federal Reserve guidelines;
- is not in accordance with any other requirement of our applicable policies, procedures, or practices; or
- we have reasonable cause not to honor for our or your protection.

YOUR INDEMNIFICATION

Except to the extent that we are liable under the terms of this Agreement or any other agreement or notice, you agree to hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with your Accounts or the performance of an Internet Banking Service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Internet Banking Services by you or your Authorized Representative.

GENERAL PROVISIONS

Disclosure of Information

The circumstances under which we will disclose information about you or your Accounts, have been separately disclosed to you in our **Privacy Statement** which has been provided separately to you and is available at www.fnbob.com.

Termination

You agree that we may terminate this Agreement and/or your access to Internet Banking Services, in whole or in part, at our discretion, at any time. If you do not access your Accounts via Internet Banking for any three (3) month period, we may terminate your service. If an Internet Banking Service is considered inactive, you must contact us to have the Service activated. If you wish to cancel any of your Internet Banking Services, contact First National Bank of Buhl at (218)749-3190 or send cancellation instructions to:

First National Bank of Buhl, Internet Banking, 8355 Unity Drive, PO Box 382, Mountain Iron, MN 55768

Assignment

We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

Governing Laws

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable laws of the State of Minnesota. You understand that we must comply with these laws, regulations and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule, may be modified by agreement between us.

Fees

There are no monthly fees for accessing Internet Banking. Additional fees including but not limited to Account research, transfers, or stop payment orders will be assessed as published in First National Bank of Buhl's Service Fee Schedule. Other fees may be assessed and billed separately by your internet and/or telephone service provider. The fees that have been separately disclosed to you in connection with your Account(s) will continue to apply to those Account(s).

Revised: March 1, 2018

Member FDIC