### Jonah Bank of Wyoming Online Access Agreement and Disclosure Statement

**Agreement -** This Agreement is a contract establishing the rules, which cover your electronic access to your accounts at Jonah Bank of Wyoming through Jonah Bank of Wyoming's Internet Text and Mobile Banking Systems. By using any of these systems, you accept all terms and conditions of this Agreement. Please read it carefully. These terms and conditions of the deposit agreements and disclosures for each of your Bank accounts as well as your other agreements with Jonah Bank of Wyoming such as loans continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal laws and the laws of the State of Wyoming (except to the extent this Agreement can and do vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. You must also follow all of our instructions and procedures applicable to the services covered by this agreement. By accessing Online, Text or Mobile Banking you accept and agree to be bound by the terms and conditions of the agreement, to be responsible for all authorized transactions initiated through Online, Text or Mobile Banking, and will be responsible for any unauthorized transactions to the extent permitted by law.

Definitions - As used in this agreement the words "we", "us" "our" and "BANK" mean Jonah Bank of Wyoming. "You" and "your" mean each person who establishes an Internet Banking, Text or Mobile Banking customer account with us or who uses, or is authorized to use, an Online, Text or Mobile Banking logon ID and password. "Internet-enable" your account(s) means to enable you to obtain our service that allows you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer and modem and/or other means we authorize or allow. "Online banking" means the services provided under this agreement which allow you to access information about your Internet-enabled accounts. "Online" means through the Internet by use of a personal computer or other screen-based electronic device. "Mobile" means any electronic device capable of running our Mobile Application. "Text" means any electronic device capable of sending or receiving SMS (Short Message System) messages. "Account" means a deposit, loan or other account for which transactions may be performed using our Online, Text or Mobile Banking service. "Access codes" include the customer identification number, log-in, password and any other means of access to our Online, Text or Mobile Banking service we establish or provide for you.

Access Codes – All Online Banking and Mobile Banking transactions or inquiries must be initiated by use of your Logon ID and your password. When you enroll on the Jonah Bank of Wyoming website for Online Banking, you will select your login ID. The Bank will then send you a temporary access code. The first time you sign in to Online Banking you will be prompted to select a new password. When you enroll with the Jonah Bank of Wyoming Mobile Banking App, you will select your login ID and password, as used in Online Banking. The Bank will then send you a temporary access code. The first time you sign in to Online Banking. The Bank will then send you a temporary access code. The first time you sign in to Online Banking.

You may change your password at any time. As a security measure you will be required by the system to change your password every 365 days from the last time the password was changed.

Keep them confidential to prevent unauthorized use or loss to your accounts. Anyone to whom you give your access codes will have full access to your accounts even if you attempt to limit that person's authority. Additionally, that person will have full access to any other of your accounts which are accessed by those access codes, even if those accounts are in your name with another person.

NONE OF OUR EMPLOYEES OR EMPLOYEES OF OUR AFFILIATES WILL CONTACT YOU VIA PHONE OR E-MAIL REQUESTING YOUR ACCESS CODES. If you are contacted by anyone requesting this information, please contact us immediately at (Toll Free) 1-866-504-5111 or 1-307-237-4555

Notify Us IMMEDIATELY for Unauthorized Transactions.

**Protecting Your Personal Information -** In addition to protecting your access codes, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online, Text or Mobile Banking services.

**Individual Agreement for Online, Text and Mobile Banking Service -** We do not have joint agreements for our Online, Text and Mobile Banking services. If you are an individual or sole proprietor, you are the only customer under this agreement. However, any of the accounts to which you have access through our Online, Text and Mobile Banking service may be jointly owned with, or joint obligations with, others.

**Qualifying Accounts -** We will tell you which types of accounts qualify for our Online, Text and Mobile Banking services. You must be a named owner/obligor on the account in our records for it to qualify. The Bank CANNOT monitor any signature restrictions on your account (i.e. two signatures required, etc.) and must rely on the accuracy of the logon ID and passwords established.

How to Use Our Online, Text and Mobile Banking Services - Please refer to the online help and instructions on how to use our Online, Text and Mobile Banking services.

**Online, Text and Mobile Banking Services -** You, or someone you have authorized by giving them your access code (even if that person exceeds your authority), can instruct us to perform the following transactions:

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.

**Preauthorized Recurring Fund Transfers -** To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests

you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

**Communications Link and Your Equipment -** Access to Online, Text and Mobile Banking will be provided through the use of the World Wide Web of the Internet. 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. You should be aware that due to service area deadzones (especially with wireless connectivity), may disrupt or inhibit our product and service availability on your internet capable device. Further Jonah Bank is not responsible for providing reliable service in these dead zones.

To use our Internet Banking or Mobile Applications your browser or device must support at least 128-bit encryption. 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, Malware, RootKit, or related problems that may be associated with the use of your computer.

Limits on Online, Text and Mobile Funds Transfers - You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars. For security reasons, we may implement limits on the number or amount of transactions you can make using our Online, Text and Mobile Banking service. We also reserve the right to limit or suspend access to our Online, Text and Mobile Banking service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

When Online, Text and Mobile Funds Transfers are Made – Internal account to account transfers will be posted on the business day on which the transfer is made. Each transfer you make on a non-business day, or after our Online, Text and Mobile Banking cut-off time on any business day, will be considered made on the following business day. Information you obtain about your accounts using our Online, Text or Mobile Banking service may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

**Our Liability for Failure to Complete Transfers from Consumer Accounts -** If we do not complete a transfer from a consumer account 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:

If, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds. If any transfer would go over the credit limit of any account. 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. 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.

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 are aware. If you do not instruct us soon enough for your transfer to be received and credited. If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction.

If circumstances or persons beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.

**Business Days -** Our Online, Text and Mobile Banking services are generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Holidays are not business days.

**Stopping or Changing Transfers:** If you want to stop or change transfers you have instructed us to make, you must notify us within 3 business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call. If you order us to stop a preauthorized recurring transfer from a consumer account as described above, and we do not do so, we will be liable for your losses or damages.

This applies to both individual transactions as well as preauthorized recurring transactions.

## Customer Services 307-237-4555

866-504-5111

#### **Mailing Address:**

Jonah Bank of Wyoming 777 West First Street Casper, WY. 82601

**Statements -** Your funds transfers will be indicated on the monthly statements we provide or make accessible to you for the accounts with us that are involved in the transaction. We may also provide or make accessible to you statement information electronically or by some other means. 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 or in any statement information.

Online Banking Fees – Refer to JBW's Schedule of Fees & Charges.

Mobile Banking Fees - There is no fees for our Mobile Banking service.

**Text Banking Fees** – There are no fees for our Text Banking Service, however your cell phone carrier may charge per SMS message sent and received. You must contact your cell phone carrier for details regarding any fees they may charge.

**Disclosure of Information to Others -** See our separate "Privacy Policy" for more information about how we use customer information and your choices. Our "Privacy Policy" is available on our website:https://www.jonahbank.com

**Your Liability for Authorized Transactions -** You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your access codes or take additional steps to prevent further access by such person.

**Notify us IMMEDIATELY for Unauthorized Transactions -** Tell us AT ONCE if you believe your access codes have been lost, stolen or otherwise compromised or used without your authorization. Quickly telephoning us is the best way of reducing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit). You may call or write:

#### **Customer Services**

307-237-4555 866-504-5111

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If we provide you with another electronic means of notifying us for this specific purpose, you may use that means. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose.

**Your Liability for Unauthorized Transactions From Consumer Accounts -** This section applies only to transactions from consumer accounts. If you tell us within 2 business days after you learn of the loss or theft of your access codes involving a consumer account, you can lose no more than \$50.00 if someone used them without your authority.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your access codes, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00.

Also, if your statement for a consumer account shows transfers covered by this agreement that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

**Transfers Involving Insufficient Funds -** If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other

account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

**In Case of Errors or Questions About Transactions Involving Consumer Accounts -** This section applies only to transactions covered by this agreement and that involve consumer accounts. You may call or write:

#### **Customer Service**

307-237-4555 866-504-5111

#### **Mailing Address:**

Jonah Bank of Wyoming 777 West First Street Casper, WY. 82601

Tell us as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement. We must hear from you no later than 60 days after we sent 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 and 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 so that we receive it 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 provisionally 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 are not required to provisionally credit your account.

For errors involving new accounts, 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 provisionally credit your account for the amount you think is in error.

When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Changing Terms and Terminating This Agreement -** This agreement will stay in effect until it is changed or terminated. We have the right to terminate this agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. We may routinely terminate Online Banking service for customers that have not used the service within the first 90 days after activation.

We also have the right to make changes in this agreement at any time. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

You may terminate this agreement at any time by notifying us in writing. However any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

You are not permitted to alter or amend this agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

**Waivers -** No delay or omission by us in exercising any rights or remedies under this agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable against us.

**Notices and Communications -** Except as otherwise provided in this agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them. You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

**Recording** - You agree that we may tape record any telephone conversations you have with us regarding the services covered by this agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

Attorney Fees - If we become involved in legal action to defend or enforce this agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

Law That Applies - Regardless of where you live or work or where you access our Online Banking service, this agreement is subject to the federal law of the United States of America the internal law of the State of Wyoming. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

# THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS:

**Company Representative If You Are a Business Entity -** If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue one set of access codes to a company representative. It is your responsibility to ensure that access codes are provided only to persons you authorize. You represent to us that each company representative and anyone else using your access codes has general authority from your company to give us instructions to perform transactions using our Online,Text or Mobile service.

Each person using your access codes will have the ability to:

Make transfers from qualifying accounts, regardless of the dollar amount of the transaction.

Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.

Obtain information that we make available about qualifying accounts.

Obtain other services or perform other transactions that we authorize or allow.

Allow anyone else to use those access codes to make transfers or obtain information or other services.

**Your Liability for Transactions from Business Accounts** - You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a company representative has given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. You can terminate granted access codes yourself. You may call a branch representative for assistance with terminating an authorized user or company representative. We may have to change your access codes or take additional steps to prevent further access by such person.

Our system supporting our Online, Text and Mobile Banking services is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept instructions for transfers or other transactions from any person using valid access codes. This is so even if the person obtaining access:

Is not a company representative. Exceeds your authority or that granted by any company representative. Does not have your authority. Has had his/her authority changed or revoked. Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online, Text or Mobile Banking service. Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of

a problem, the better you can keep your losses down. (See the Notify us IMMEDIATELY for Unauthorized Transactions section above.)

You agree to promptly examine all account statements and any confirmations of transfers which we or other financial Institutions may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation. You may call or write:

#### **Customer Services**

307-237-4555 866-504-5111

#### Mailing Address:

Jonah Bank of Wyoming 777 West First Street Casper, WY. 82601

Tell us as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

Limitations on Our Liability in Connection with Business Accounts - We will make every reasonable effort to provide full performance of our Online, Text and Mobile Banking systems, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Online, Text or Mobile Banking system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Other Services -** We may provide you other services through our on-line banking or mobile banking platform which are not covered under this agreement. These services will have a separate agreement with specific terms and conditions.

**Security Procedures** - By entering into this agreement and using our Online, Text Banking and/or Mobile Banking service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of access codes and other personal and business information. Our security procedures are contained in this agreement and in other written procedures we may provide to you.

You acknowledge receiving a copy in writing of our current security procedures in this agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

**Indemnification -** If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to any company representatives or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement from a business account or (ii) your breach of this agreement.

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#### Signatures

You agree to all of the provisions of this agreement (to the extent applicable as provided in this agreement) by any and all of the following means:

Using our Online, Text or Mobile Banking service to perform any transactions. Physically signing this agreement.

Causing your company representative to physically sign this agreement, if you are a business entity.

Completing a separate electronic consent form to receive disclosures and enter into this agreement electronically.

Your electronic consent or use of our Online, Text or Mobile Banking service has the same effect as if you had signed this agreement with your physical signature or that of your authorized company representative. Your physical signature, electronic consent, or use of our Online, Text or Mobile Banking service is also your acknowledgement that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this agreement but would like to have a paper copy, please contact us by calling or writing:

<b>Customer Services</b>	<b>Mailing Address</b>
307-237-4555	Jonah Bank of Wyoming
866-504-5111	777 West First Street
	Casper, WY. 82601

#### TEXT ENROLLMENT SUMMARY OF TERMS

By entering your mobile phone number(s) and successfully activating Text Banking, (i) you acknowledge and represent to Jonah Bank of Wyoming that you are the authorized user of the mobile phone(s) that you link to the text banking service or have been granted permissions by the authorized user of the mobile phone(s) to enroll such mobile phone(s) in the service; (ii) you grant Jonah Bank of Wyoming express permissions to send text messages to that (those) mobile phone(s) through your wireless phone carrier unless and until such permission is revoked in accordance with these terms and conditions; and (iii) by granting such permission to Jonah Bank of Wyoming you are hereby requesting to receive such messages in spite of the fact that your number may otherwise be on the federal, or a state's , do not call list and you agree, to the maximum extent permitted by law, that such text messages shall not be in violation of such do not call list(s).

#### **Stop text Banking:**

Text Banking can be cancelled at any time by texting **STOP** to 226563. An unsubscribe message will be sent to your number confirming the cancellation, but no more messages will be sent after that one.

#### Get Help or Support:

For support or information about Jonah Bank's Text Banking, text **HELP** to 226563. To receive a list of available text banking commands, text **LIST** to 226563. Optionally, you may email us at customer\_support@jonahbank.com or call (307) 237-4555.

#### **Privacy Policy:**

Jonah Bank of Wyoming Text Banking's top priority is the privacy of our users. The following is provided to address any concerns you may have.

- Jonah Bank of Wyoming Text Banking will never, under any circumstances, sell or distribute your cell phone number to third parties or Jonah Bank of Wyoming Text Banking clients for whom you have not approved.
- Jonah Bank of Wyoming Text Banking will never directly market to you any services for which you have not opted in, either by cell phone, text message or email.
- Jonah Bank of Wyoming Text Banking will never distribute any personal information about you, including your phone number, name, billing information or any other piece of identifying information.