

# Terms and Conditions for Internet Banking

## Little Horn State Bank Disclosures

In these materials, "you" and "your" refer to the person(s) named in the enrollment form(s) used to obtain access to this site and any other person that you permit to access the site using your User ID and Password or PIN. The words "we", "us", and "our" refer to Little Horn State Bank.

These General Terms are applicable to the Little Horn State Bank web site and the various "Services" accessible through the web site.

## Internet Banking and Bill Payment Service Agreement

This Internet Banking and Bill Payment Agreement ("the Agreement") explains the terms and conditions governing the use Internet Banking Services and Bill Payment Services offered by Little Horn State Bank. All Internet Banking Services of any kind whatsoever offered by Little Horn State Bank (including, but not limited to funds transfers and bill payment services) will be referred to collectively as "Internet Banking Services" in this Agreement. By using any of the Internet Banking Services, you agree to abide by the terms and conditions of this Agreement as well as the Deposit Account Terms and Conditions. A copy of which may be accessed by calling your branch or contacting us at [littlehornstatebank.com](http://littlehornstatebank.com). I refers to each person(s) who opens or those individuals authorized to use any account at Little Horn State Bank and any person(s) who has been given a PIN or Password chosen by the customer. The term "business day" means all days except Saturday, Sunday and all banking holidays.

All Internet Banking Services offered by Little Horn State Bank are governed by this Agreement, as well as applicable Federal Regulatory disclosures and the Deposit Account Terms and Conditions of Little Horn State Bank. All applicable fee schedules published by Little Horn State Bank from time to time will apply to the Internet Banking Services. You are responsible for the payment of any fees incurred by you on any account, for any service, at any time. You agree to pay all such fees upon request of Little Horn State Bank. Internet Banking Services requires you to have Internet access established.

By accessing the Little Horn State Bank web site and/or web services:

1) I agree that my use of the Internet Banking Services will confirm that I have completed and reviewed this Agreement and applicable disclosures, both of which Little Horn State Bank may amend from time to time. My initial use of any Internet Banking Service in connection with my account(s) at Little Horn State Bank constitutes my acceptance and agreement to be bound by all of the terms and conditions of this Agreement and of the Deposit Account Terms and Conditions.

**2)** I certify that I am authorized to use the pin or password to access OnLine Banking and/or Bill Pay internet services provided by Little Horn State Bank. I understand that my Password or PIN can be used to expend funds from my account and that this code must be safeguarded. I authorize Little Horn State Bank and its agents to follow any instructions transmitted by use of this code, and I agree to be bound thereby. If accessing a business or non-commercial account, I certify that I am authorized to use the PIN or Password. Little Horn State Bank is entitled to act upon instructions received through any Internet Banking Service under my PIN or Password without inquiring into the identity of the person using the PIN or Password. However, I agree that I will not, under any circumstances, disclose my PIN or Password to any person. I acknowledge that no employee of Little Horn State Bank needs or should ever ask for my PIN or Password. I am liable for all transactions made or authorized using my PIN or Password. Little Horn State Bank has no responsibility for establishing the identity of any person or determining the validity of any transaction received using my PIN or Password. If I provide my PIN or Password to anyone, I authorize any transactions carried out by that person. Little Horn State Bank assumes all transactions authorized by my PIN or Password are legitimate. I hereby indemnify and release Little Horn State Bank from any and all liability and agree not to make any claim against Little Horn State Bank or bring any action against Little Horn State Bank in honoring or allowing any actions or transactions where I have authorized the person performing the action or transaction to use my account or when I have provided my PIN or Password to that person.

**3)** I will notify Little Horn State Bank at once if I believe another person has improperly obtained my PIN/Password or has carried out unauthorized transactions. At any time, I may ask Little Horn State Bank to disable my PIN or Password and issue a new one to me.

**4)** If I have a business account I am liable for all transactions that occur on the account. As the owner of the business account, I authorize all transactions made by any other persons. As the owner of the business account I agree to be liable for any other parties designated (by being given the PIN or Password) to conduct business on the account(s).

**5)** For multiple party accounts, each person on a multiple party account will be liable for all transactions that are made on that account. Each person on a multiple party account authorizes all transactions made by any other signer(s) on the account(s). Each owner(s) on a multiple party account(s) agrees to be liable for the actions of the other owner(s) on the account.

**6)** Balance information available through Little Horn State Bank services may not reflect outstanding checks, charges, or unposted transactions. Pending transactions are transactions that are presented to the Bank during the current business day or after the processing cut-off time for the previous business day (which varies between 2:00 PM and 3:00PM). Pending transactions may include a variety of items including, direct deposits, ACH items, ATM transactions, and check card transactions. When these items are presented to the Bank, they are "memo" posted to your account. The transactions will permanently post to your account, generally, in 1-3 days depending on the item. When

the amount is "memo" posted to your account, your account balance reflects these items. Your account will be increased by any deposit transaction and decreased by any withdrawal. Some transactions may cause a little confusion as to the way they are posted; check card transactions in particular. There are several instances where a check card transaction may "memo" post for an amount that is different than the actual purchase price. The authorization process used by the merchant determines the amount that "memo" posts to your account. Online account transaction history for accounts is limited. You may need to check the statements that we have previously sent to you for information prior to the first day covered by the online transaction history. Although we strive for accuracy, some information and resources provide to you using Little Horn State Bank's internet services may contain technical or other errors, inaccuracies, omissions, typographical errors, and may become outdated. We may change our products, services, terms, conditions, and pricing at any time without notice and without first updating our web site. Nothing on our website is intended to provide legal, accounting, tax, or financial advice. You should consult your own financial advisor on such matters. Tools that you may have access to through the Little Horn State Bank web site (such as loan calculators) are provided for your convenience, but are not guaranteed to be error free. Little Horn State Bank will not provide any receipt or documentation of transactions other than regular account statements.

**7)** You may contact Little Horn State Bank via email for general, non-urgent communications with us. As regular email is not secure, we caution against using email for transmitting any sensitive personal information. As your identity cannot be confirmed, we cannot act on any instructions received via regular email.

**8)** Little Horn State Bank's internet services will generally be available 24 hours per day, seven days a week, except for scheduled maintenance. In no event shall Little Horn State Bank be liable for any damages whatsoever which arise out of or relate to:

- Your inability to use or access (or use of or access) Little Horn State Bank's internet services.
- Your reliance on any information provided via our web site; or
- Any other failure of performance, error, omission, interruption, defect, or any loss or delay in transmission.

**9)** Little Horn State Bank has the right to modify or terminate this Agreement or the Deposit Account Terms and Conditions at any time. When making changes, Little Horn State Bank will comply with all legal notice requirements. Once this Agreement is terminated Little Horn State Bank will not allow any additional transactions on the account, nor will additional Internet Banking Services be permitted. If this Agreement is modified, any continued use of the Account, or Bill Pay will represent any acceptance of the changes.

**10)** In order to take advantage of Internet Banking, Internet Bill Payment, and other Services offered, I understand that I must complete the on line enrollment form and accept the terms with Little Horn State Bank.

**11)** It is your responsibility to protect your system's security and to protect your system against viruses, worms, trojan horses, and other items of a destructive nature. You agree to use reasonable care not to introduce any such items to our web site or any services offered through the Little Horn State Bank web site. All information and services are provided "as is" without warranty of any kind either expressed or implied. Little Horn State Bank shall have no liability for direct, special, incidental, indirect, consequential, or exemplary damages, regardless of whether such damages arise in contract, tort (including negligence and strict liability) or otherwise for lost profits, business interruption, or loss of programs or data on your computer system, regardless of whether we were advised of the possibility thereof.

**12)** If you are dissatisfied with any aspect of our web site or the services available via our web site, your sole and exclusive remedy is to discontinue access.

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