Mobile Banking Terms and Conditions

Thank you for using First Montana Bank Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 99588. To cancel, text "STOP" to 99588 at any time. In case of questions please contact customer service at 800-824-2692 or visit www.firstmontanabank.com.

Terms and Conditions

Program: First Montana Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time. Questions: You can contact us at 1-800-824-2692 or send a text message with the word "HELP" to this number: 99588. We can answer any questions you have about the program.

To stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 99588. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, and Nextell.

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of First Montana Bank or any service provider.

Privacy and User Information: You acknowledge that in connection with your use of Mobile Banking, First Montana Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with

Mobile Banking or the Software (collectively "User Information"). First Montana Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. First Montana Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use: You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and that Mobile Banking and the Software will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data that is illegal, or material or data, as determined by First Montana Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of First Montana Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any

material or information that is false, misleading, or inaccurate; (vii) any material that would expose First Montana Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal notices_maps.html, or other URLs as may be updated by Google.

Electronic Fund Transfers Your Rights and Responsibilities

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

Types of Transfers, frequency and dollar limitations.

You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account. You may make arrangements to pay certain recurring bills from your checking and/or savings accounts. We reserve the right to limit Savings account withdrawals to six per statement cycle.

Telephone Transfers. You may access your account by telephone at 1-888-442-4970 using a touch tone phone, your account numbers, and your personal identification number to: Transfer funds from checking to savings or savings to checking. You may also transfer funds from checking to checking and savings to savings. Make payments from checking or savings to loan accounts with us, get checking, savings or loan information.

ATM Transfers: You may access your accounts by ATM using your First Montana Bank MasterCard® Debit Card and personal identification number. You may get cash withdrawals from checking and savings accounts; you may withdraw no more than $510 per day. You may transfer funds from savings to checking or checking to savings and get account information for checking or savings accounts.

Point of Sale Transactions: Using your card, you may access your checking account to purchase goods in person, by phone, by computer, pay for services in person, by phone or by computer, get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. You may not exceed more than $2500 in transactions per day by PIN based transactions. You may not exceed more than $2500 in transactions per day by signature-based transactions.

Computer Transfers: You may access your accounts by computer by logging onto our website at www.firstmontanabank.com and using your username and password. You may transfer funds from checking to savings and savings to checking. You may also transfer funds from checking to checking and savings to savings. You may make payments from your checking or savings accounts to loan accounts with us. You may also make payments from your checking or savings accounts third parties. You may get account information on your checking or savings accounts and view images of your checks or deposits.

Mobile Banking Transfers: You may access your accounts by web-enabled cell phone by mobile browser or downloadable mobile application and using your username and password to: Transfer funds from checking to savings or savings to checking or to make payments from checking or savings to loan accounts with us. You may get checking or savings account information. You may also get account information via text message or set up account alerts that you will receive via text message. You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

Electronic Fund Transfers Initiated by Third Parties: You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may be used by the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third-party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include but are not limited to:

Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. You may make payments by electronic check from a merchant. Payments are unlimited. Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds. You may make electronic payment of charges for checks returned for insufficient funds from merchants. These payment amounts are not limited.

General Limitations: In addition to those limitations on transfers elsewhere described, if any, the following limitations apply. Transfers or withdrawals from a Money Market Savings or Savings account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, may be limited to six (6) per statement cycle.

Fees: We charge $2.00 for each ATM cash withdrawal completed at an ATM not owned by First Montana Bank or included in the MoneyPass network. An ATM fee may be assessed at the time of transaction.

Except as indicated above, we do not charge a fee for Electronic Fund Transfers.

ATM Operator/Network Fees: When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Documentation: Terminal Transfers. You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. You may not get a receipt if the amount of the transfer is $15 or less.

Preauthorized Credits: If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made. You will receive a monthly account statement from us. For questions call 1-800-824-2692.

Preauthorized Payments: Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Contact us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in wiring and get it to us within 14 days after you call. We charge $33.00 for each stop payment.

Notice of varying amounts: If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to stop payment of preauthorized transfer: If your order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Financial Institution's Liability

Liability: for failure to make transfers. If we do not complete a transfer to or from your 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 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 transfer would go over the credit limit on your overdraft line;

If the automated teller machine where you are making the transfer does not have enough cash;

If the terminal or system was not working properly and you know about the breakdown when you started the transfer;

If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;

There may be other exceptions stated in our agreement with you.

Confidentiality

We will disclose information to third parties about your account or the transfers you make:

Where it is necessary for completing transfers; or

In order to verify the existence and condition of your account for third party, such as a credit bureau or merchant; or

In order to comply with government agency or court orders; or

If you give us written permission.

As explained in the separate Privacy Disclosure

Unauthorized Transfers

Consumer Liability. Tell us at once if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than $50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code with your permission if you had told us, you could lose as much as $500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, 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 you 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 a hospital stay) kept you from telling us, we will extend the time period.

MasterCard® Debit Card. Additional Limits on Liability for $0.00. You will not be liable for any unauthorized transactions using your MasterCard® debit card if: (i) you can demonstrate that you exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. MasterCard® is a registered trademark of MasterCard International Incorporated.

Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

Error Resolution Notice. In case of Errors or Questions About your Electronic Transfers, Call or write us the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1) Tell us your name and account number (if any);

2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;

3) 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 within 10 business days;

We will determine whether an error occurred within 10 business days (5 business days if involving a MasterCard® point-of-sale transaction processed by MasterCard® or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a MasterCard® point-of-sale transaction processed by MasterCard® or 20 business days if the transfer involved a new account) 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 may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. We will notify you of the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

Foreign Debit Card Use:

If you will be traveling outside the U.S., please contact your local branch and provide them with the country and the dates that you will be traveling. First Montana Bank cannot guarantee that all transactions will be approved when initiated outside the U.S. First Montana Bank encourages you to always take a second form of payment when traveling outside the U.S.

Currency Conversion and Cross-Border Transaction Fees: If you affect a transaction with your MasterCard® debit card in a currency other than US Dollars, MasterCard® will convert the charge into a US Dollar amount. The MasterCard® currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard®. The exchange rate MasterCard® uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction posted to your account. MasterCard® charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard® charges us an Issuer Cross-

Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of .2% and a Cross-Border Transaction fee of .9%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard® that Debit Switch in which the country of the merchant is different than the country of the cardholder.

First Montana Bank
504 Mineral Ave
Libby MT 59923
1-800-824-2692

Business days are Monday through Friday excluding Federal Holidays.

Mobile Deposit User Agreement

This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of First Montana Bank Mobile Deposit and/or other remote deposit capture services that FMB or its affiliates may provide to you. Other agreements you have entered into with FMB, including the Deposit Account Agreement, as applicable to your FMB account(s), are incorporated by reference and made a part of this Agreement.

1. Services. The mobile deposit services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from your camera-enabled mobile device capable of capturing Check images and information and delivering the items and associated deposit information to FMB or FMB's designated processor. The device must capture an image of the front and back of each Check to be deposited in accordance with the Procedures: must read and capture the magnetic ink character recognition ("MICR") line on each Check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these Checks for payment. There is currently no charge for the Service.

2. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement and such change shall be effective thirty (30) days following our provision of such notice. Your continued use of the Service will indicate your acceptance of any such changes to the Services. In the event that an immediate change is needed to ensure the security of the Service, we will post a notice of any such change on our website.

You may choose to accept or decline such changes by continuing or discontinuing the Service.

3. Limitations of Service. When using the Services, you may experience technical or other difficulties. We will not be responsible for any technical or other difficulties or any resulting damages that you may incur. Some of the Service has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

4. Eligible Items. You agree to scan and deposit only Checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the Check transmitted to FMB (each such Check a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Montana (such scanned Check image transmitted to FMB for credit to your account, a "Remote Item"). You agree that you will not use the Service to scan and deposit Checks or items that:

a. Are payable to any person or entity other than you:

b. Are payable jointly, unless deposited into an account in the name of all payees

c. Contain obvious alternation to any of the fields on the front of the Check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Check or items are drawn;

d. Were previously converted to a substitute Check as defined in Reg CC without FMB's prior written consent;

e. Checks previously submitted for deposit and returned as an image replacement document;

f. Are drawn on a financial institution located outside the United States;

g. Are Traveler's Checks or Money Orders;

h. Are remotely created Checks, as defined in Reg CC;

i. Are not payable in United States currency;

j. Are dated more than six (6) months prior to the date of deposit;

k. Are prohibited by FMB's current procedures relating to the Service (the "Procedures");

l. Are in violation of any federal or state law, rule or regulation;

m. Are otherwise not acceptable under the terms of the FMB account. (Checks described in clauses (a) through (m) each a "Prohibited Check" and, collectively, "Prohibited Checks").

5. Image Quality. The image of an item transmitted to FMB using the Services must be legible and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to , ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line and all other information placed on the Check prior to the time of an image the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the Check).

6. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "Your name (exactly as it appears in the payee line one the check), for Mobile Deposit Only to First Montana Bank" or as otherwise instructed by FMB. You agree to follow any and all other procedures and instructions for use of the Services as FMB may establish from time to time.

7. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from FMB that we have received the image. Receipt of such confirmation does not mean the transmission was error free or complete. Following receipt of such confirmation, FMB will process the image by preparing a "substitute Check" or clearing the item as an image.

8. Availability of Funds. You agree that items transmitted through the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after FMB receives final payment for the funds submitted. FMB may, but is not required to, make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and other such factors as FMB, in its sole discretion, deems relevant.

9. Disposal and retention of item. Retain the physical Check that was deposited in a secure location until the deposit has posted to your account (allow at least 5 days), then shred the Check.

10. Deposit Limits. Limits on deposits are $3,000.00 maximum per single item deposit and $3,000.00 maximum per day. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time.

11. Contingency Plan. In the event you are unable to capture, balance, process, produce or transmit a file to FMB, or otherwise comply with the terms or the Procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all Checks to the closest FMB location. The deposit of original Checks at an office of FMB shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

12. Errors. You agree to notify FMB of any suspected errors regarding items deposited through the Services right away, and in no event later than sixty (60) days after the applicable FMB account statement is sent. Unless you notify FMB within sixty (60) days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against FMB for such alleged error.

13. Presentment. The manner in which the items are cleared, presented for payment and collected shall be in FMB's sole discretion subject to the Depository Agreement and Disclosures governing your account.

14. Ownership and License. Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services, (i) for any purpose which would be contrary to FMB's business interest, or (ii) to FMB's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

15. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

16. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF FMB HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

17. User Warranties and Indemnification. With respect to each and every Check you use to create an image using the Services and every Remote Item you transmit to FMB, you represent and warrant to FMB that: (a) you assume responsibility for any Check that is transmitted which for any reason is not paid; (b) you are a person entitled to enforce the Check; (c) neither the Check nor the Remote Item is counterfeit; (d) neither the Check nor the Remote Item has been altered; (e) neither the Check nor any image of the Check has been paid; (f) no depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, an item transmitted as a Remote Item, or any Check or item derived from such Remote Item, such that said person will be asked to make a payment based on an item that it has already paid; (g) the Customer shall properly endorse each Check and deposit said Check to an account at Bank that matches the name of the Customer; (h)the Customer shall deposit only Checks made payable to the Customer; (i) neither the Check nor the Image is subject to a defense or claim in recoupment that can be asserted against the Customer; (j) the Customer has no knowledge of any insolvency proceedings commenced with respect to the Customer or in the case of an unaccepted Check, the drawer; (k) all information provided by the Customer to the Bank is accurate and true; (l) files submitted by the Customer to the Bank do not contain computer viruses or malware; (m) the Remote Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Customer converted the Check to a Remote Item; (n) the Remote Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; (o) each of the Checks were duly authorized in the amount stated on

the corresponding Remote Item and to the payee stated on such Remote Item; (p) the Bank will not suffer any loss as a result of Customer's retention or destruction of the paper originals of Remote Items; and (q) the Customer has performed and will perform all of its obligations under this Agreement. The Customer shall be deemed to repeat and reaffirm each of the foregoing representations and warranties at the time any Check and/or Remote Item is delivered to the Bank through the Services. You agree to indemnify and reimburse FMB for, and hold harmless FMB from and against, any and all losses, costs, and expenses (including reasonable attorney's fees) FMB may incur associated with any breach of the warranties, representations, or obligations contained in this Agreement, including but not limited to, the deposit of one or more Prohibited Checks into your account. Furthermore, if, after first having obtained FMB's written consent to do so, you provide FMB with an electronic representation of a substitute Check for deposit into an account instead of an original Check, you agree to indemnify and reimburse FMB for, and hold FMB harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) FMB incurs because of such substitute Check resulting from such electronic representation does not meet applicable substitute Check standards and/or causes duplicate payments.

Touch ID™ for Mobile Banking.

Touch ID is an optional fingerprint sign-in method for First Montana Bank Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at apple.com/support). Fingerprints are stored on your device only and First Montana Bank never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within First Montana Bank Mobile Banking. First Montana Bank reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within First Montana Bank Mobile Banking. Apple and Touch ID are trademarks of Apple Inc. Currently fingerprint sign-in for First Montana Bank Mobile Banking is only available on compatible iOS devices.

Card Controls Additional Terms.

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by First Montana Bank that you register within the Mobile Banking App.

2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact First Montana Bank to discontinue the alerts and controls.

3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.

4. Card Controls may enable access to First Montana Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.

5. To the extent this Mobile Banking App allows you to access third party services, First Montana Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP

OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF $500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR

LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of law provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

First Montana Bank Alerts Terms and Conditions

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Alerts. Your enrollment in First Montana Bank Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your First Montana Bank account(s). Alerts are provided within the following categories

Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.

Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.

Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the more menus within First Montana Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. First Montana Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels (“EndPoints”): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email

account, by an e-mail message; or (d) your First Montana Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 99588 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in First Montana Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at 1-800-824-2692. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, Nextell.

Limitations. First Montana Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside First Montana Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold First Montana Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

https://www.fiserv.com/about/privacypolicy.aspx

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, First Montana Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. First Montana Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

Effective 20210817

Card Management Additional Terms

The card management feature is offered by First Montana Bank(referred to herein as "CardControls", "us", "we" or "our") for use by First Montana Bank cardholders. First Montana Bank's card management feature is intended to allow You to initiate certain payment card related activities for Your enrolled First Montana Bankcard(s) via the card management feature. Those activities may include the ability to but not limited to:

•Register the card

•Activate and deactivate the card

•Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off ("Controls")

•Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases ("Alerts")

•View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information)

•Report Your card as lost or stolen

•Review Your spending by merchant type and/or by month

•View a list of merchants storing Your card information for recurring or card-on-file payments

The card management feature may enable access to First Montana Bank and third parties' services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that You accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at http://maps.google.com/help/terms_maps. Html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps/, or such other URLs as may be updated by Google. To the extent the card management feature allows You to access third party services, First Montana Bank and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to You.

You agree to allow us to communicate with You via push notification, SMS and/or email, with respect to the activities performed via the card management feature. Data fees may be imposed by Your mobile provider for the transmission and receipt of messages and Alerts.

First Montana Bank reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in First Montana Bank's card management feature.

Availability/Interruption. You acknowledge that the actual time between occurrence of an event ("Event") triggering a selected Control or Alert and the time the notification of such event is sent to Your mobile device ("Notification") is dependent on a number of factors including, without limitation, your wireless service and coverage within the area in which you are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, "Commands") are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to Your mobile device in all areas.

If You registered to receive Notifications to Your mobile device, the card management feature is available when You have Your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. First Montana Bank does not guarantee that the card management feature (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based upon the location of the mobile device where the card management feature is installed or the location of the

merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant's registered address.

You acknowledge and agree that neither First Montana Bank nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither First Montana Bank nor its third-party service providers shall be liable to You if You are unable to receive Notifications on Your mobile device in Your intended area. First Montana Bank, itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.