

INDEPENDENTACCESS® ONLINE BANKING AGREEMENT (Consumer)

First Interstate Bank's IndependentAccess® Online Banking Agreement ("Agreement") governs personal/consumer use of the First Interstate Bank ("FIB") IndependentAccess® Online Banking ("IAOB") service.

Your use of any of the underlying service(s) on or after the effective date of this Agreement constitutes your continued acceptance of the Agreement.

INDEPENDENTACCESS® ONLINE BANKING --

The words "you" and "your" refer to First Interstate Bank's customer(s) and their use of IAOB service ("Service"). The words "we" and "our" refer to FIB.

INTRODUCTION – By using the Service, you agree to the terms and conditions of the most current version of this Agreement, which is available to you online. This Agreement is revised periodically and includes changes from earlier versions. You agree to periodically review the terms and conditions in IAOB for the applicable Service, as the most current version of the terms and conditions shall be duly posted in IAOB. To the extent that you have authorized FIB to contact you via email or other electronic means, you agree to keep FIB apprised of your current email address, as updates and changes to terms and conditions of the Service or other important communications may periodically be sent to you via email or other electronic means. Deposit agreements and disclosures for each of your accounts held at FIB, as well as any other agreements with FIB, including but not limited to loan agreements, continue to govern and apply notwithstanding anything to the contrary in this Agreement. Any individual accepting this Agreement on behalf of an entity, trust, business, or organization represents and warrants to FIB that they have authority to accept this Agreement on behalf of such entity, trust, business, or organization and to bind said entity, trust, business, or organization fully to the terms and conditions of this Agreement. The individual accepting this Agreement on behalf of an entity, trust, business, or organization shall indemnify and hold FIB harmless against any loss, damage, or liability suffered or incurred by FIB arising out of the falsity of the foregoing representation and warranty. This Agreement will be governed by and interpreted in accordance with federal laws and regulations or, to the extent there is no applicable federal law or regulation, by the laws of the State of Idaho. By accepting below or otherwise using the Service, you agree to use the Service only for bona fide and lawful purposes permitted under this Agreement.

INTERNET BROWSER REQUIREMENT – For your privacy and protection, FIB requires your browser to support TLS 1.2 encryption. If you do not know how your browser is set, please contact your browser supplier and ask for instructions on setting your browser for TLS 1.2 encryption. You are responsible for the installation, maintenance, and operation of your computer and your browser software. The risk of error, failure, or non-performance is your personal risk and includes, but is not limited to, the risk that you do not operate your computer, the Service, or your software properly. FIB is not responsible for any problems related to electronic viruses that may infect your system. FIB makes no warranty to you regarding your computer or your software.

ACCESS – To use this Service, you must have an FIB account and access to Internet services. You can generally access your FIB account(s) through this Service 24 hours a day, seven days a week. However, at certain times, some or all of the Service may not be available due to system maintenance or other issues.

LOGIN AND PASSWORDS – If you are a new user, you may complete the enrollment process by entering your personal information and establishing your own username and password. Passwords are determined by you and are not accessible by FIB. You are responsible for keeping your password, account number(s), and other account information confidential. FIB strongly recommends you do not authorize any other person to use your password. If you do authorize any other person to use your password, such authorization will be deemed without limitation.

Upon three unsuccessful attempts to use your password, or if you have not used your password within the last 180 days, your access to the Service may be revoked. To re-establish your authorization to use the Service, to report that your IAOB password may have been lost or stolen, or to report that someone has transferred or may transfer money from your account without your permission, immediately notify any FIB office or contact FIB at the numbers listed below.

We recommend you change your password frequently. FIB reserves the right to require you to change your password at any time, without prior notice.

SECURITY – Your role in preventing misuse of your account(s) is extremely important. Examine your statement promptly upon receipt. If you find that your records and FIB's records disagree, immediately call Customer Service or any FIB branch. You agree to take precautions to protect your personal identification information, including, but not limited to, your driver's license number, birthday, and Social Security number. This personal information, by itself or together with information on your account(s), may allow unauthorized access to your account(s). You agree to notify FIB immediately if you believe another person has improperly obtained your IAOB password. You also agree to notify FIB if someone has transferred or you suspect someone may transfer money from your account(s) without your permission, or if you suspect any type of fraudulent activity on your account(s). Only reveal your account number(s) to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). You could lose all the money in your bank account(s), plus your maximum overdraft line-of-credit, if applicable. If you do not adequately protect your personal information, including your account information, FIB will not be responsible for losses that may occur.

CONSUMER LIABILITY FOR UNAUTHORIZED USE – FIB will provide periodic statements. If your statement shows transfers that you did not make, you agree to notify FIB immediately. If you do not notify FIB within sixty (60) days following the date of the first bank statement on which the problem first occurred, you may not receive any reimbursement for money lost after the said sixty (60) days.

If you believe your password has been lost or stolen, or subject to unauthorized use, and you inform FIB within two (2) business days after you learn of the loss or theft, your maximum loss is \$50 if someone used your password without your permission.

If you **do not** tell FIB within two (2) business days after you learn of the loss or theft or unauthorized use of your password, and FIB could have stopped someone from using your password without your permission if you had told us, your maximum loss is \$500.

This section, including the limitations in maximum loss are not applicable to commercial customers or uses of the Service.

ACKNOWLEDGMENT OF COMMERCIALLY REASONABLE SECURITY PROCEDURES – By using the Service, you acknowledge and agree that this Agreement sets forth security procedures for IAOB transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given FIB prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such a notice).

SERVICES – With IAOB, you can manage your account(s) from your home or office on your personal computer. You can use the Service to view account balances and transaction histories, transfer money between your accounts (as noted in the applicable account deposit agreement and disclosure statement), pay bills, and/or communicate directly with FIB through the chat feature or via secure email. Email is accessible after you login to the Service. Please be aware that general or public email transmissions are not secure. Therefore, to ensure the security of your account information, you are required to use the secure email within the Service when asking specific questions about your account(s). Email cannot be used to initiate transactions on your account(s).

TRANSFERRING FUNDS – Transfers may be subject to limitations based on individual account types. If a hold has been placed on a deposit(s) made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds being held until the hold expires.

POSTING OF TRANSFERS TO ANOTHER FIB ACCOUNT – A transfer to another FIB account initiated on a business day through this Service before 6:00 p.m. Pacific Time is posted to your account the same day and will be available to you the next business day. All internal transfers completed after 6:00 p.m. Pacific Time or on a Saturday, Sunday, or federal holiday will be posted the next business day and be available the following business day.

TRANSFERS TO A NON-FIB ACCOUNT – FIB offers TransferNOW, which allows you to initiate transfers to or from your external accounts subject to certain limitations. Refer to TransferNOW at the end of this Agreement.

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS –

Periodic Statements: If your account is subject to receiving a periodic statement, all electronic fund transfers ("EFTs") will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

Preauthorized Deposits: If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call FIB at 1-800-756-8300 to find out whether or not the deposit has been made.

OVERDRAFTS – If your account has insufficient funds to perform all EFTs (ATM withdrawals, debit card transactions, pre-authorized transactions, IAOB transfers, bill payments, etc.) requested for a given business day, then certain EFTs involving currency disbursement, like debit card transactions, will have priority, and the EFTs initiated through this Service may result in overdrawing your account and/or may, at FIB's discretion and without prior notification to you, be cancelled. In addition, all overdraft charges that apply will be debited from your account. You also authorize FIB to charge any or all of your accounts to cover uncollected funds or overdrafts in your designated account(s). Refer to your deposit account's terms and conditions for more information. If the fees are not paid or cannot be paid, we may cancel your Service. To reinstate your Service, contact FIB's Customer Service when sufficient funds are available in your designated account to cover the fees and any other pending transactions.

FEES & CHARGES – You agree to promptly pay all fees and charges for services provided under this Agreement and authorize FIB to charge your designated account or any of your accounts when fees or charges are due. You agree to be responsible for any telephone charges or other out-of-pocket expenses incurred or related to this service.

Consumer Accounts:

IAOB Access – No charge

TransferNOW – No charge

You agree to pay any special charges announced or to be announced by FIB. These fees are in addition to the fees and service charges specified for each applicable account (e.g., uncollected funds or overdraft charges on your checking account).

COMMUNICATIONS WITH FIRST INTERSTATE BANK –

Telephone – You can contact FIB by telephone at (208) 947-1160 in the Boise area, or (800) 897-4863 toll free, between the hours of 8:30 a.m. and 7:00 p.m. Mountain Time Monday - Friday.(excluding holidays)

Postal Mail – You can write to FIB at First Interstate Bank, ATTN: IAOB Customer Service, 401 West Front Street, Suite 200, Boise, ID 83702.

In Person – You may visit FIB at any of our branch locations during regular business hours, except federal holidays.

TEXT MESSAGES, CALLS AND/OR EMAILS TO YOU – By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us at that number and/or emails from us for our everyday business purposes (including identity verification). You further consent to receiving text messages from us at that number, and/or emails from us for marketing purposes in connection with the Service and consistent with our Privacy Policy. Please review our Privacy Policy for more information.

YOUR RIGHT TO TERMINATE – You may cancel your Service at any time by providing FIB notice via postal mail, email, or phone. Within three (3) business days of receiving instructions, your access to the Service will be suspended. You will remain responsible for all outstanding fees incurred prior to FIB receiving and processing your cancellation. If you close your designated account, you must notify FIB and identify a new payment account. Additionally, if you close all FIB accounts, we will automatically terminate your access to the Service.

OUR RIGHT TO TERMINATE – Your access to the Service may be cancelled by FIB at any time, without prior notice and for any reason. After cancellation, the Service may be reinstated at FIB's discretion. To request a reinstatement of your access to the Service, you may call FIB at the numbers provided. If you do not access your FIB account(s) through IAOB for a 180-day period, FIB reserves the right to disconnect your service without notice.

CHANGES IN TERMS – We reserve the right to change any terms or conditions described in this Agreement. When changes are made to fees, we will notify you in writing at least thirty (30) days in advance of the effective date of any fee change for use of the Service, or limits on the type, amount, or frequency of transactions, or any increase in our responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. A notification in writing may consist of sending an email (when duly authorized by you), or notification sent by U.S. Mail. When the changes are not in regard to any of the above reasons, you hereby authorize FIB (but do not obligate FIB) to send you a notification of the change in terms via electronic mail and you agree to keep your email address current and updated with FIB at all times. If such a change is made for security reasons and it can be disclosed without jeopardizing the ongoing security of the system, we will notify you in writing within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the account(s) or Service(s) to which these changes relate.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY – FIB makes no warranty of any kind, expressed or implied, in connection with the Service provided to you under this Agreement. We do not and cannot warrant that the Service will operate without errors or will be available and operational at all times. Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we, nor the service providers, shall be responsible for any loss, property damage, or bodily injury whether caused by the equipment, software, FIB, Internet browser providers, Internet access providers, online service providers, or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special, consequential, economic, or other damages arising in any way out of the installation, use, or maintenance of the equipment, software, online financial services, or Internet browser or access software.

EXCEPT AS SPECIFIED ABOVE OR AS MAY OTHERWISE BE PROVIDED BY LAW, FIB SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION IN CONNECTION WITH THE SERVICE, AND FIB'S CUMULATIVE LIABILITY IN ANY ONE CALENDAR YEAR, SHOULD IT BE FOUND TO EXIST NOTWITHSTANDING THIS PROVISION, SHALL NOT EXCEED THE FEES YOU HAVE PAID FOR THE SERVICE(S) IN THAT CALENDAR YEAR. FIB HEREBY DISCLAIMS, FOR ITSELF AND/OR ANY OTHER SERVICE PROVIDER, ALL WARRANTIES, EITHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR LACK OF VIRUSES. IN NO EVENT SHALL FIB OR ANY OTHER SERVICE PROVIDER BE LIABLE FOR (1) DAMAGES CAUSED OTHER THAN BY ITS OWN GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OR (2) INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

INDEMNIFICATION - YOU AGREE TO INDEMNIFY AND HOLD FIB HARMLESS FROM CLAIMS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO THE SERVICE, AS LONG AS FIB FULFILLED ITS OBLIGATIONS AS EXPRESSED IN THIS AGREEMENT. THIS INDEMNITY WILL SURVIVE TERMINATION OF YOUR ACCOUNT(S) AND THIS AGREEMENT.

TRANSFERNOW-

The following definitions apply to the TransferNOW service:

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or Recipient Account, as applicable.

"Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service.

"Recipient Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is the information provided for a transfer of funds to be made under the Service.

Description of service, authorization and processing:

The TransferNOW transfer service enables you to transfer funds between your Account(s) that you maintain with us, and your Account(s) that are maintained by other financial institutions. You represent and warrant to us that you are either the sole owner or a joint owner of the Eligible Transaction Account and the Recipient Account and that you

have all necessary legal right, power, and authority to transfer funds between the Eligible Transaction Account and the Recipient Account. If you are a joint owner of the Eligible Transaction Account, Recipient Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the Recipient Account is located in the United States.

When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit your applicable Account as described below; or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the Recipient Account designated by you and to debit your applicable Account as described below. You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account or Recipient Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. The transfer is refused as described below;
4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or Recipient Account information; and/or,
5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

Transfer Methods and Amounts:

There are limits on the amount of money you can send or receive through our Service, even in circumstances where the Recipient Account is closed and we are attempting to return funds to your Eligible Transaction Account. Your limits may be adjusted from time-to-time at our sole discretion. Both inbound and outbound transfers are generally limited to \$2,500 per day and \$10,000 per month. You may request different limits by contacting us at the phone number listed above.

We reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.

We also reserve the right to cancel your ability to use the TransferNOW transfer service, at any time, for any reason, and without notice to you

Transfer Cancellation Requests:

You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer

to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

Service Fees and Additional Charges:

Applicable fees, if any, will be disclosed in the user interface for the Service. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider. Further, you are responsible for any and all fees assessed by your other financial institution(s).

Refused Transfers:

We reserve the right to refuse any transfer. We will notify you promptly if we decide to refuse to transfer funds.

Returned Transfers:

In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, the Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.