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## First Community Bank Personal Online Banking Service Agreement and Disclosure Statement

Thank you for your interest in the First Community Bank Personal Online Banking service (the "Service"). This Agreement and Disclosure Statement (the "Agreement") provides information about the First Community Bank online banking service. Please review the following information.

For purposes of this Agreement, each reference in the Agreement to First Community Bank, "we," "us," or "our" refers to First Community Bank, and each reference to "you," and "your" refers to each depositor, borrower, authorized signer, or authorized user for a deposit account, who is now or hereafter enrolled in any one or more of First Community Bank online banking services with respect to a deposit account.

### **A. Acceptance of First Community Bank Terms and Conditions.**

You may become eligible for the Service by agreeing to the First Community Bank Personal Online Banking Service Agreement and Disclosure Statement (the "Agreement"). By choosing ACCEPT below or by initially accessing the Service, you indicate that you have read and agree to the Terms and Conditions of the Agreement. You agree to use the Service solely for the services described in the Agreement and designated by you in the Enrollment Application, and solely in connection with each deposit account (collectively, the "Accounts"), except as otherwise expressly provided in this Agreement or as otherwise expressly permitted by us from time to time. Under this Agreement, there may be multiple accounts. You may add additional Accounts for which you, or all of you if more than one, are depositor, borrower, authorized signer, or authorized user by notifying First Community Bank in writing or by visiting any First Community Bank branch office. If you close or delete the only account designated for First Community Bank online banking, you will no longer be able to use the Service. Throughout the First Community Bank website, First Community Bank will provide you with guidance and online instructions and messages. You agree to read and abide by such instructions and messages. Each time you use the Service, you agree to the terms of this Agreement and any additional terms and conditions that may appear on your computer when you sign on to the First Community Bank website, or during your use of the Service. This Agreement will be effective as of the date you indicate your agreement and begin the process of online banking. Please read this Agreement carefully and Print or save by choosing Download PDF above.

### **B. Definitions**

The following definitions apply in this Agreement. "Online Banking" is First Community Bank's Internet-based service providing access to your Online Account(s). "Access ID" is a series of letters and/or numbers used in conjunction with the password to establish your connection to the Online Banking service. "Password" is the series of 8 to 17 numbers and letters that you select as a code and use in conjunction with the Access ID to establish your connection to the Online Banking service. Your password must be a combination of upper and lower case alpha and numerical characters.

"Online Account" means any First Community Bank account from which you will be obtaining information or conducting transactions using the Online Banking service.

"Service" shall mean, individually or collectively, First Community Bank Online Banking service and any other service offered under this agreement.

"Time of day" references are to Mountain or Mountain Daylight Time, as applicable.

"The Borrower," "we," "us," "the bank" or First Community Bank refer to First Community Bank which provides the Service offered under this Agreement. First Community Bank provides deposit account and loan services (including mortgages and home equity loans).

"Business Days" are Monday through Friday, except weekdays that First Community Bank is not open for business.

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" Firewall" is a router or an access server or several routers or several access servers designated as a buffer between any connected public network and a private network.

### **C. Browser Security**

First Community Bank believes the safety and security of its customers' accounts and personal information is of highest importance. For the highest level of security, you must access Online Banking via a personal computer or mobile device with up to date operating systems and browsers. Using the most current versions of browsers ensures better security for internet protection. Updates for browsers can be downloaded from the software provider's websites.

### **D. Host Security**

First Community Bank web server does not connect directly to the Internet. It is buffered from the Internet through the use of a firewall. All access from outside the bank must go through this firewall, which screens the requests and allows only valid https traffic to reach the server. First Community Bank Internet Banking makes use of an ICSA-certified firewall.

### **E. Hours of Operation**

Business days for First Community Bank are Monday through Friday, excluding holidays. You may access the Service 24 hours a day, seven days a week, except that First Community Bank cannot guarantee that the Service will always be available during these times. First Community Bank cannot guarantee that we will be able to provide notice of such interruptions and changes, although we will attempt to provide such notice. In addition, access to the Service is made available pursuant to a license agreement by and between First Community Bank and Fiserv, Inc. or its affiliates. Any interruption of service or access caused by the Service Provider will also prevent your use of the Service or performance of the Service.

### **F. Secure Access to Site**

First Community Bank believes the safety and security of its customers' accounts and account information is of utmost importance. To ensure protection of your Accounts, you must access the Service via a personal computer with your Access ID and Password. After you accept this Agreement and enroll, you will be required to select a new Password and Access ID. Your Access ID must be at least 6 characters and your Password must be 8 to 17 characters consisting of a combination of upper and lower case alpha and numerical characters. You should change your Password from time to time, as provided in the software. We recommend that you do not use your social security number, birthday, name, or other code that may be easy for others to determine as your Password. No First Community Bank employee will ever ask you for your Password, nor should you provide it to anyone. **YOU AGREE TO KEEP YOUR PASSWORD CONFIDENTIAL. USE OF THE PASSWORD BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH THE SERVICE.** You agree that any First Community Bank online banking request initiated by use of the Password will be subject to and governed by this Agreement. Thus, we urge you to maintain the safety and security of your Access ID and Password.

If you authorize another person to use your Access ID and Password, that person can use the Service to perform any of the functions that you may perform. For example, that person may view any information or initiate any transaction on any of your Accounts to which that person does not otherwise have access. We encourage you not to share your Access ID and Password with other parties. You agree to assume responsibility for all transactions initiated through the Service with your Access ID and Password, up to the limits allowed by applicable law. In addition, if you allow another person or business to store your Access ID and Password on their computer, the stored information may be at risk of unauthorized access from third parties. First Community Bank has not authorized any outside company to request or use your Access ID and Password for any purpose, on the Internet or otherwise. Once you are finished with your online banking activity, you should properly exit the Service by clicking on Log Off and Return to Home Page. You also agree to never leave your computer unattended while accessing the Service. If you

should, a third party may be able to access your Accounts from your terminal without ever needing to use your Access ID and Password.

### **G. If Your Password Has Been Lost or Stolen**

If a third party should gain access to your Access ID and Password, you alone are responsible for changing the Password to deny the third party's access to your banking information. We also require that you keep a record of what information you shared, and as always, that you carefully monitor and review the activity in your Account.

If you believe your Password has been lost or stolen, call First Community Bank immediately at (800) 645-5739, 8:00 AM to 5:00 PM, Monday through Friday. Contacting First Community Bank via telephone is the best way of minimizing your losses. You may also restore the security of your Service by changing your Password. If you believe your Password has been lost or stolen and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone uses your Password to conduct unauthorized electronic funds transfers. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password to conduct unauthorized electronic funds transfers had you told us prior to the end of the 2-day period, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, 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 day period if we could have stopped someone from taking the money had you told us prior to the end of the 60 day period.

### **H. Online Banking Services**

You may use a variety of services offered by First Community Bank via the Service. You may sign up for or cancel any service by contacting First Community Bank. As used in this Agreement, the term "electronic fund transfer" has the meaning provided for that term in Regulation E and includes, without limitation, a bank transfer or a loan payment (other than a loan payment made by check or other paper item), as these items are defined below.

#### **Online Services**

You may use First Community Bank Online Banking to perform any of the following services designated by you in the Application or subsequently added by you as provided below:

1. Transfer funds between eligible accounts
2. Make loan payments
3. Obtain balance information on eligible accounts
4. Review transactions on eligible accounts
5. View and print check and deposit images
6. Obtain copies of statements on eligible accounts
7. Receive statements electronically
8. Allow export of transaction history to a personal financial manager software (Money, Quicken, etc.)
9. Change your password
10. Nickname accounts
11. To communicate via e-mail with the Bank, all as described in this Agreement and the Software
12. Enroll in Bill Payment (a separate service)

You may sign up for, or cancel any service, by contacting First Community Bank. As used in this Agreement, the term "electronic fund transfer" has the meaning provided for that term in Regulation E and includes, without limitation, a bank transfer or a loan payment (other than a loan payment made by check or other paper item), as these items are defined in Account Transfers.

#### **Account Transfers**

1. **Accounts.** You may use the Service to initiate electronic funds transfers from a checking, savings or money market deposit account to any other deposit account at First Community Bank. These types of transactions are referred to in this Agreement as "bank transfers."

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2. **Authorization.** You expressly authorize First Community Bank to debit the appropriate Account in the amount of any bank transfer initiated through the Service by you or by any other person whom you authorize to use your Access ID and Password. You agree that we may treat any such bank transfer from an Account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such bank transfer to an Account the same as a deposit, all in accordance with the terms of this Agreement and your deposit agreement(s) with us.
3. **Limitations. Bank transfers between Accounts may be limited by federal law or by the terms of your deposit agreement with us.** Bank transfers from Accounts that are savings or money market deposit accounts are limited as required by federal regulation. You may not make more than 6 transfers per statement period by preauthorized or automatic transfer or by telephone or on-line banking. You agree that we may, without notice or other obligation to you, refuse to make any bank transfer for security reasons or as otherwise expressly provided in this Agreement or your deposit agreement with us..
4. **Posting and Availability of Funds for Internet Banking.** If you authorize a bank transfer of available funds on or before 7:00 PM Mountain Standard Time on a business day, the bank transfer will be posted the same business day. If you authorize a bank transfer after 7:00 PM Mountain Standard Time on a business day, the bank transfer will be posted the next business day. Transferred funds will be available for withdrawal on the business day the bank transfer is posted. Please note that intervening holidays may alter the day of posting. Except as otherwise expressly provided in this Section, transferred funds will be available for transfer and withdrawal as provided in our Schedule of Funds Availability.

#### **Access to Account Information**

You may use the Service to receive, download, and store or print information regarding an Account that is routinely set forth in the statement for the Account, debits and credits made to the Account, amounts and item numbers for items drawn on the Account (if applicable), and the daily Account balance (including interest credited to an Account and finance charges accrued on a Loan). All account information provided via the Service will be current as of the date and time that you Login. Because the information is made available to you as "raw data" furnished through the Service Provider and is subject to change, we cannot assure you of the accuracy or completeness of the Account information and expressly disclaim the same. First Community Bank will continue to send the usual periodic statement of account to you. Please note that adjustments may have been made to your Account in connection with the preparation of your statement.

#### **Electronic Mail Service**

First Community Bank has provided you with access to the First Community Bank e-mail service. You may use the Service to send e-mails to us and to receive e-mails from us. The First Community Bank customer support e-mail address is: [pcb@fcbank.net](mailto:pcb@fcbank.net). The First Community Bank e-mail service may not be used to make bank transfers between Accounts or to make loan payments from an Account. E-mail's to [pcb@fcbank.net](mailto:pcb@fcbank.net) are not encrypted, therefore do not enter your account number in any e-mail correspondence to us.

E-mail transmitted by you to us often will not be delivered to us immediately. If you need to contact us immediately to stop payment, to report the unauthorized use of your Access ID and Password, to report unauthorized access to an Account, or for any other reason, you should call us at 800-645-5739 during regular business hours. We will not be responsible for acting on or responding to any e-mail request until we actually receive your e-mail message and have a reasonable opportunity to act. We will attempt to notify you of any technical difficulties or other occurrence that may affect your use of the e-mail service by posting such notice on the First Community Bank website.

#### **Additional Service**

First Community Bank may introduce new services or change the scope of our services from time to time. First Community Bank will notify you of the existence of the new services. By using these services when

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they become available, you agree to be bound by the terms, rules and other instructions that will be made available to you concerning those new services.

### **I. Fees**

Access to Internet Banking is currently furnished at no charge to the customer. Currently, First Community Bank does not charge a set-up fee for the Service. First Community Bank does not charge for viewing your Accounts, or completing transfers to and from your individual Accounts. You will be solely responsible for all tariff, duties, or taxes imposed by government or governmental agency in connection with any transfer made pursuant to this Agreement and for all telephone charges, Internet access service charges, tools tariffs, and other costs for online sessions initiated by you. There may be other costs and charges associated with your accounts. Please refer to your Deposit Account Disclosure for details.

### **J. Stop Payment Rights**

To stop payment on a payment to a third party company you must contact us directly within 24 hours of entering the payment. There will be a \$25.00 stop payment charge per payment. Call First Community Bank support at 800-645-5739 during regular business hours to cancel your payment.

### **K. Errors and Adjustments**

In case of errors or questions regarding transactions through the Service, telephone us at 800-645-5739 during regular business hours, or write us at First Community Bank, as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the account statement. You may also contact us on the Web: [fcbg@fcbank.net](mailto:fcbg@fcbank.net). We must hear from you no later than 60 days after we sent the first account statement on which the problem or error appeared. Please provide us with (i) your name and account number (if any), (ii) a description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information, and (iii) 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 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 conduct this investigation, we will 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 may not credit your account. We will tell you the results within 3 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. If a notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to the Account was made, the applicable time periods for the action shall be 20 business days in place of 10 business days.

### **L. Settlement of Obligation**

To the fullest extent permitted by applicable law, you authorize us to obtain payment of your obligations to us under this Agreement from time to time by (a) initiating debit or credit transfers to any of your Accounts or (b) deducting the payment from the amount of any bank transfer or loan payment. Such obligations include, without limitation; fees owed to us and settlement for bank transfers or loan payments initiated through the Service. If an Account is closed (whether by you, by us, or otherwise), you agree that all such obligations will be immediately due and payable to us, and you authorize us to withhold the amount of any such obligations from any Account. Debiting an account or deducting payment from the amount of any bank transfer or loan payment is not First Community Bank exclusive remedy under this or any other Section of this Agreement, and First Community Bank will not be deemed to have made an election of remedies by making any such debit or deduction on any one or more occasions.

### **M. Duty of care and Limitation of Liability for Transfers**

First Community Bank is responsible only for exercising ordinary care in effecting transfers upon your authorization. In no event shall we be liable for damages in the following instances:

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5. If, through no fault of ours, you do not have enough money in your Account (or any linked account) to make the electronic fund transfer.
6. If the electronic fund transfer would go over the credit limit on your overdraft line.
7. If you have not completely and properly complied with the terms of this Agreement or instructions provided by the software regarding how to make an electronic fund transfer.
8. If any data or instruction transmitted via the Service is inaccurate or incomplete.
9. If you do not initiate an electronic fund transfer according to the time limits set forth in this Agreement or if the payment amount requested is less than the full amount due.
10. If the electronic fund transfer has been transferred from the Account to a third party, including, without limitation, any third party through which payment is made and any payee or its financial institution.
11. If the hardware, the software, the Service Provider, or any part of the Service, including the loan payment service, was not working properly and you knew about the breakdown when you started your electronic fund transfer.
12. If circumstances beyond our control such as an act of God, failure, delay, or error on the part of any Service Provider (including, without limitation, the online Service Provider, the United States Postal Service or any other delivery service), power outage, difficulty with telephone or cable lines or satellite communications, or any technical difficulty that might prevent or delay the electronic fund transfer.
13. If your funds are frozen or are subject to legal proceedings.
14. If the funds in the Account are unavailable (funds are only conditionally credited until they become available for withdrawal).
15. If your Password has been reported lost or stolen or if we have any other reason to believe that an electronic fund transfer may be erroneous or unauthorized, or if you default under this Agreement, the Account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.
16. If you, any joint holder, or any authorized cosigner on an Account has requested that we stop payment of the electronic fund transfer.
17. If you have exceeded the limitations on the number of withdrawals or transfers allowed during the statement period of the type of Account you have with us (e.g., certain types of savings accounts, including money market deposit accounts).
18. If the Account has been closed.
19. If we do not receive the necessary transfer information from you or any third party, or if such information is incomplete or erroneous when received by us.

Our liability for electronic fund transfers made to or from Accounts is also governed by our Electronic Fund Transfers ("EFT") Disclosure. If any provision herein is inconsistent with any provision of our EFT Disclosure or any provision of applicable law that cannot be varied or waived by agreement, the provisions of our EFT disclosure or applicable law shall control. To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of delay or failure in the performance of any First Community Bank online banking service in accordance with the terms of this Agreement, including but not limited to those described in this Agreement, except with respect to any provisions of the law applying to electronic funds transfer that cannot be varied or waived by agreement. In no event will First Community Bank be liable for any

consequential, special, or punitive damages or for any indirect loss that you may incur or suffer in connection with the Service (even if First Community Bank has been informed of the possibility of such damages), including, without limitation, attorneys fees. The Service Provider is an independent contractor and not a First Community Bank agent. First Community Bank sole duty shall be to exercise reasonable care in the initial selection of the Service Provider. YOU ACKNOWLEDGE THAT NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE BY First Community Bank WITH RESPECT TO ANY First Community Bank ONLINE BANKING SERVICE OR THE SOFTWARE, AND First Community Bank HEREBY DISCLAIMS ALL SUCH WARRANTIES. The only warranties are those provided by the licensor of the software and set forth on the software package. To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, First Community Bank shall not be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of First Community Bank responsibilities under this Agreement which is caused or occasioned by any act or thing beyond First Community Bank reasonable control, including, without limitation, legal restraint, interruption of transmission facilities, the failure of mechanical or electronic equipment communications lines, telephone or other interconnect problems, operator errors, log-in sequences, severe weather, earthquakes, floods or other such events, or refusal or delay by the Service Provider or another bank or financial institution to execute any bank transfer or loan payment. In addition, First Community Bank shall be excused from any failure or delay in executing a bank transfer or loan payment, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, you agree that First Community Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of you or any other person, including, without limitation, the Service Provider, any internet access service provider, any Federal Reserve Bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed First Community Bank agent.

There may be other exceptions stated in this Agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer or bill payment, and we will not be liable for any indirect, incidental, exemplary or consequential damages.

#### **N. Rejection of Payment Orders; Overdrafts**

You acknowledge that First Community Bank or the Service Provider may from time to time, in its sole discretion, reject any bank transfer or loan payment request (any "Payment Order") or return any bank transfer or loan payment. If a Payment Order is rejected or a bank transfer or loan payment is returned, either First Community Bank or the Service Provider will notify you and you will have the sole obligation to retry the payment order in accordance with the terms of this Agreement and the software. First Community Bank or the Service Provider may from time to time, in its sole discretion and without any obligation to do so, execute any payment order or make any bank transfer or loan payment even though an overdraft to the account results. To the fullest extent permitted by applicable law, you agree that neither First Community Bank nor the Service Provider will have any liability whatsoever for refusing to accept any Payment Order. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand.

#### **O. Other Agreements; Server Ability; Governing Law**

The terms and conditions of this Agreement are cumulative with and in addition to any terms of the signature cards or account agreements for your Account(s), the applicable account disclosures, [the Service Schedule, the Schedule of Funds Availability, First Community Bank Electronic Transfer Agreement and Disclosure Statement, the agreements governing the Credit Accounts, and the Application, all as may be amended from time to time.] In the event of any conflict in such other related agreements and disclosure regarding First Community Bank obligations to you, the terms of this Agreement will control. If any provision of this Agreement should be held to be invalid, illegal or unenforceable, the parties agree that the remaining provisions of this Agreement should be constructed as if such invalid, illegal or unenforceable provision had never been contained herein. No consumer

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protection provision of the Federal Electronic Fund Transfer Act of Federal Reserve Board Regulation E is intended to be waived by you under this Agreement unless the waiver is permitted by law. The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association and the applicable local automated clearing house association as in affect from time to time with respect to all automated clearing house transfers made hereunder. This Agreement and the Service will be governed by the substantive laws of the state of Montana, without regard to its rules regarding conflict of laws, and applicable federal law, without regard to any different state laws that may govern your Accounts. You agree that if there is any inconsistency between the terms of this Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

#### **P. Amendments**

We may amend this Agreement from time to time. We will effect each amendment by mailing or otherwise delivering such amendment, revised agreement and notice thereof to you in accordance with applicable federal and state laws. If no federal or state law specifically governs the amendment, the amendment shall be effected by mailing or otherwise delivering it to you or posting it in our full-service branch offices at least 10 calendar days prior to the effective date of the amendment. Notwithstanding the foregoing and to the extent permitted by applicable law, we may change any term of this Agreement without prior notice or obligation to you: (a) if the software or Service Provider changes any term without providing us sufficient notice to enable us to properly notify you; (b) if we change our Service Provider, (c) for security reasons; (d) to comply with applicable law; or (e) as otherwise expressly provided in this Agreement. Your continued use of the Service after the effective date of such revisions will constitute your acceptance of the revisions and the revised Agreement.

#### **Q. Termination**

You agree that we may cancel or restrict your use of the Service at any time without notice to you if: (a) your account is past due; (b) you are not complying with the terms of any agreements between you and First Community Bank; (c) any of your accounts are not in good standing; or (d) we have reason to believe that the Service has been subject to unauthorized or improper use. We will notify you as is reasonable under the circumstances should we terminate or cancel your access to the Service for any other reason. You may cancel the Service by written request to First Community Bank at any time. You should include your name, address, whether you are discontinuing online banking, and the effective date to stop the Service on your written request for termination.

#### **R. Confidentiality**

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

To complete transfers as necessary; **or**

To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant: **or**

To comply with government agency or court orders; **or**

If you give us written permission.