

Thank you for your interest in the Native American Bank Online Internet Banking Program ("Program"). This Agreement and Disclosure Statement ("Agreement") provides information about the Native American Bank Online eBanking service and contains the disclosures required by the Electronic Funds Transfer Act. Please review the following disclosure information. Once you have completely reviewed the information, click "I Understand and Accept" to indicate your agreement and to begin the process of enrolling in Online eBanking.

1. Acceptance of Terms and Conditions

You may become eligible for the Program by submitting the Native American Bank Online Enrollment Application. By submitting the Online Enrollment Application and clicking "I Understand and Accept" as described above, or by initially accessing the Service, you are agreeing to the terms and conditions of this Agreement.

You agree to use the Program solely for the services described in the Agreement and designated by you in the Online 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 the Bank 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 Native American Bank in writing or by visiting any Native American Bank branch office. If you close or delete the only account designated for Native American Bank online banking, you will no longer be able to use the Program.

Throughout the Native American Bank website, Native American Bank may 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 Program, you agree to the terms of this Agreement and any additional terms and conditions that may appear on your device when you sign on to the Native American Bank website or during your use of the Program. This Agreement will be effective as of the date the Bank issues you an Access ID and Password. Please read this Agreement carefully.

2. Definitions

The following definitions apply in this Agreement:

- "Online eBanking" is Native American Bank's internet-based service providing access to your Account(s) online.
- "Access ID" is a series of characters selected by you as a code used in conjunction with the password to establish your connection to the Online eBanking program.
- "Password" is the series of 6 to 15 numbers and letters that you select as a code used in conjunction with the Access ID to establish your connection to the Online eBanking program. Your password must be a combination of alpha and numerical characters.
- "Online Account" means any Native American Bank account from which you will be obtaining information or conducting transactions using the Online eBanking program.
- "Program" shall mean, individually or collectively, the Native American Bank Online eBanking service and any other service offered under this agreement.
- "Time of day" references are to Mountain Daylight Time, as applicable.
- "Business Days" are Monday through Friday, except weekdays that Native American Bank is not open for business, such as federal holidays.

3. Hours Of Operation

Business days for Native American Bank are Monday through Friday, excluding holidays. You may access the program 24 hours a day, seven days a week, except that Native American Bank cannot guarantee that the Program will always be available at all times. Native American Bank cannot guarantee the ability to provide notice of such interruptions and changes, although the Bank will attempt to provide

such notice. In addition, access to the Program is made available pursuant to a license agreement by and between Native American Bank and the bank's Service Provider. Any interruption of service or access caused by the Service Provider will also prevent your use of the Program or performance of the Program.

4. Secure Access to Site

Native American Bank believes the safety and security of its customers' accounts and account information is important. To ensure protection of your Accounts, you must access the Program via a personal device with your Access ID and Password. The Bank will assign you an initial Access ID and Password after your Online Enrollment Application is accepted. When you first access the Program, you will be required to select a new Access ID and Password. Your Access ID must be at least 6 characters and your Password must be 6 to 15 characters consisting of any combination of alpha and numerical characters. You may change your Password from time to time, as provided in the Program. The Bank recommends that you not use your social security number, birthday, name, or other code that may be easy for others to determine as your Access ID or Password. No Native American 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 THE BANK TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH THE PROGRAM.** You agree that any Native American Bank online ebanking transaction initiated by use of the Password will be subject to and governed by this Agreement. Thus, you are urged 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 Program 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. The Bank encourages you not to share your Access ID and Password with other parties. You agree to assume responsibility for all transactions initiated through the Program 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. Native American 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 eBanking activity, you should properly exit the Program by clicking on the Home tab. You also agree to never leave your computer unattended while accessing the Program. 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.

5. Lost or Stolen Passwords

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. The Bank also requires 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 Native American Bank immediately at 1-800-368-8894, 8:00 AM to 5:00 PM, Monday through Friday. Contacting Native American Bank via telephone is the best way of minimizing your losses. You may also restore the security of your Program by changing your Password. If you believe your Password has been lost or stolen and you tell the Bank within 2 business days after you learn of the loss or theft, per Regulation E you can lose no more than \$50 if someone uses your Password to conduct unauthorized electronic funds transfers. If you do NOT tell the Bank within 2 business days after you learn of the loss or theft of your Password, and it can be proven that the Bank could have stopped someone from using your Password to conduct unauthorized electronic funds transfers had you told the Bank 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 the Bank at once. If you do not tell the Bank within 60 days after the statement was mailed to you, you may not get back any money lost

after the 60 day period if the Bank could have stopped someone from taking the money had you told the Bank prior to the end of the 60 day period. (Regulation E does not cover business accounts.)

6. Online eBanking Services

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

- Make transfers between eligible accounts
- Make loan payments
- Review transactions on eligible accounts
- Obtain balance information on eligible accounts
- Obtain copy of statement on eligible accounts
- Allow export of transaction history to a personal financial manager software (Money, Quicken, etc.)
- Change your password and email address

7. Bank Transfers

As used in this Agreement, the term "electronic funds 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.

- Accounts. You may use the Program to initiate electronic funds transfers from a checking, savings or money market deposit account to any other deposit account at Native American Bank . These types of transactions are referred to in this Agreement as "bank transfers."
- Authorization. You expressly authorize Native American Bank to debit the appropriate Account in the amount of any bank transfer initiated through the Program by you or by any other person whom you authorize to use your Access ID and Password. You agree that the Bank may treat any such bank transfer from an Account the same as a duly executed written withdrawal, transfer, or check and that the Bank 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 the bank.
- Limitations. Bank transfers between Accounts may be limited by federal law or by the terms of your deposit agreement with the Bank. Bank transfers from Accounts that are savings or money market deposit accounts are limited to 6 transfers per statement cycle (monthly) as required by federal regulation. You agree that the Bank 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.
- Posting and Availability of Funds. If you authorize a bank transfer of available funds on or before 5:00 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 5:00 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.

8. Duty of Care and Limitation of Liability for Transfers

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

- a. If, through no fault of the Bank's, you do not have enough money in your Account (or any linked account) to make the electronic funds transfer.
- b. If the electronic funds transfer would go over the credit limit on your overdraft line.
- c. If you have not completely and properly complied with the terms of this Agreement or instructions provided by the Program regarding how to make an electronic funds transfer.
- d. If any data or instruction transmitted via the Program is inaccurate or incomplete.

- e. If you do not initiate an electronic funds transfer according to the time limits set forth in this Agreement or if the payment amount requested is less than the full amount due.
- f. If the electronic funds 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.
- g. If the hardware, the software, the Service Provider, or any part of the Program, including the loan payment service, was not working properly and you knew about the breakdown when you started your electronic funds transfer.
- h. If circumstances beyond the Bank's control such as an act of God, failure, delay, or error on the part of any Service Provider (including, without limitation, the internet 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 funds transfer.
- i. If your funds are frozen or are subject to legal proceedings.
- j. If the funds in the Account are unavailable (funds are only conditionally credited until they become available for withdrawal).
- k. If your Password has been reported lost or stolen or if the Bank has any other reason to believe that an electronic funds transfer may be erroneous or unauthorized, or if you default under this Agreement, the Account agreement, a credit agreement or any other agreement with the Bank, or if the Bank or you terminate this Agreement.
- l. If you, any joint holder, or any authorized cosigner on an Account has requested that the Bank stop payment of the electronic funds transfer.
- m. 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 (e.g., certain types of savings accounts, including money market deposit accounts).
- n. If the Account has been closed.
- o. If the Bank does not receive the necessary transfer information from you or any third party, or if such information is incomplete or erroneous when received by us.

The Bank's liability for electronic fund transfers made to or from Accounts is also governed by the Bank's Electronic Funds Transfers ("EFT") Disclosure. If any provision herein is inconsistent with any provision of the EFT Disclosure or any provision of applicable law that cannot be varied or waived by agreement, the provisions of the EFT disclosure or applicable law shall control.

To the fullest extent permitted by applicable law, you agree that the Bank will have no liability whatsoever for any loss, damage, or claim arising out of delay or failure in the performance of any Native American Bank Online eBanking 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 Native American 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 Program (even if Native American 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 Native American Bank agent. Native American 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 NATIVE AMERICAN BANK WITH RESPECT TO ANY NATIVE AMERICAN BANK ONLINE eBANKING SERVICE OR THE SOFTWARE, AND NATIVE AMERICAN 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, Native American 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 Native American Bank responsibilities under this Agreement which is

caused or occasioned by any act or thing beyond the Bank's 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, Native American 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 Native American 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 a Native American Bank agent.

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

9. Rejection of Payment Orders; Overdrafts

You acknowledge that Native American Bank or the Service Provider may from time to time, in its sole discretion, reject any bank transfer or loan payment request ("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 Native American 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. Native American 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 Native American 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.

10. Access to Account Information

You may use the Program 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 Program will be current as of the date and time that you log in. Because the information is made available to you as "raw data" furnished through the Service Provider and is subject to change, the Bank cannot assure you of the accuracy or completeness of the Account information and expressly disclaim the same. Native American 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.

11. Electronic Mail Service

Native American Bank has provided you with access to the Native American Bank e-mail service. You may use the Service to send e-mails to the Bank and to receive e-mails from us. The Native American Bank customer support e-mail address is: info@nabna.com. The Native American Bank e-mail service may not be used to make bank transfers between Accounts or to make loan payments from an Account. E-mail transmitted by you to the Bank often will not be delivered immediately. If you need to contact the Bank 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 the Bank at 1-800-368-8894 during regular business hours. The Bank will not be responsible for acting on or responding to any e-mail request until the Bank actually receives your e-mail message and has a reasonable

opportunity to act. The Bank 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 Native American Bank website.

12. Additional Services

Native American Bank may introduce new services or change the scope of the services from time to time. The Bank will notify you of the existence of the new services. By using these services when 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.

13. Fees

Access to the Program is currently furnished at no charge to the customer. Native American 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.

14. Errors and Adjustments

In case of errors or questions regarding transactions through the Program, telephone the Bank at 1-800-368-8894 during regular business hours, or stop by your branch, 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. The Bank must hear from you no later than 60 days after the first account statement on which the problem or error appeared was sent to you. Please provide the Bank with (i) your name and account number, (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 date and dollar amount of the suspected error.

If you tell the Bank verbally, the Bank may require that you send in your complaint or question in writing within 10 business days. The Bank will determine whether an error occurred within 10 business days after the Bank has heard from you and will correct any error promptly. If more time is needed, however, the Bank may take up to 45 days to investigate your complaint or question. If an investigation is conducted, the Bank will credit your account within 10 business days for the amount you believe is in error, so that you will have the use of the money during the time it takes to complete the investigation. If the Bank asks you to put your complaint or question in writing and it is not received within 10 business days, the Bank may not credit your account.

The Bank will tell you the results within 3 business days after completing the investigation. If the Bank decides that there was no error, you will receive a written explanation. You may ask for copies of the documents that the Bank used in the investigation. If a notice of error involves an electronic funds 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.

15. Settlement of Obligation

To the fullest extent permitted by applicable law, you authorize the bank to obtain payment of your obligations to the Bank 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 the Bank and settlement for bank transfers or loan payments initiated through the Program. If an Account is closed (whether by you, by the Bank, or otherwise), you agree that all such obligations will be immediately due and payable, and you authorize the Bank 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 Native American Bank exclusive remedy under this or any other Section of this Agreement, and Native American 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.

16. 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 Limits and Fees Disclosure, the Schedule of Funds Availability, Electronic Funds Transfer Agreement and Disclosure Statement, the agreements governing 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 Native American Bank's 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 protection provision of the Federal Electronic Funds 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 effect from time to time with respect to all automated clearing house transfers made hereunder. This Agreement and the Program will be governed by the substantive laws of the applicable state, 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.

17. Amendments

The Bank may amend this Agreement from time to time and 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 the 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, the Bank 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 the Bank sufficient notice to enable to properly notify you; (b) if the Service Provider is changed, (c) for security reasons; (d) to comply with applicable law; or (e) as otherwise expressly provided in this Agreement. Your continued use of the Program after the effective date of such revisions will constitute your acceptance of the revisions and the revised Agreement.

18. Termination

You agree that the Bank may cancel or restrict your use of the Program 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 Native American Bank; (c) any of your accounts are not in good standing; or (d) the Bank has reason to believe that the Program has been subject to unauthorized or improper use. The Bank will notify you as is reasonable under the circumstances should the Bank terminate or cancel your access to the Program for any other reason. You may cancel the Program by written request to Native American Bank at any time. You should include your name, address, whether you are discontinuing Online eBanking, and the effective date to stop the Program on your written request for termination.

