

Personal Online Banking, Cash Management and Mobile Banking Services Terms and Conditions

1. Introduction

Security State Bank (Bank) is pleased to provide its customers with online and mobile access to their banking accounts. This Agreement outlines general terms and conditions applicable to online and mobile account access as well as other the other online services offered by the Bank.

- Definitions
 - **Access Credentials** – the User ID, password, PIN and Multi-Factor Authentication (MFA) security questions required to authenticate identity and authorized access to online services
 - **Account or Accounts** – the deposit, loan and/or investment account(s)
 - **Account Agreements** – the terms and conditions governing your Accounts, as well as the federal regulatory disclosures applicable to your Accounts
 - **Account Holder** – you as the owner of an account, if there is more than one owner of an account you are collectively referred to as the account holders
 - **Agreement** – the Personal Online Banking, Cash Management and Mobile Services Agreement
 - **Alerts** – Account and transactional related notifications
 - **Authorized Representative** – a person with authority to take action or make decision on behalf of another person with respect to an account this includes any person the Account Holder may authorize to access an account or service
 - **Web Connect** – the service that provides the ability to import transactions from money management software
 - **Mobile Services** – services accessed through a mobile device (smartphone, tablet)
 - **Services** – the online and mobile account access and other special services identified in this agreement
 - **System** – the computer and internet service by which you obtain online access and/or the mobile device and wireless carrier by which you obtain mobile access
 - **Website** – the Bank website accessible at <https://www.ssbwyo.bank>
 - **We, Our, Us** – refers to the Bank
 - **You, Yours** – refers to anyone who accesses the website and or account holders and authorized representatives with the authority to deposit, withdraw or exercise control over the funds in the account through Personal Online Banking, Cash Management and Mobile Services
- Access to Services. The website is utilized to enroll in services and for access to the Personal Online Banking and Cash Management. The Security State Bank application available through the app store on your mobile device allows access to Mobile Services. Access requires appropriate systems and equipment as specified by Bank.
- Agreements Governing the Services. By enrolling and using the services described in this agreement you represent that you are the account holder or authorized representative of the account(s) and agree that your use of the services will be governed by the terms and conditions applicable to any and all services you utilize. In the event of a conflict between these various terms and conditions the services terms and conditions shall control as to the specific conflict at issue, unless stated otherwise.
- Account Holders. If an account for which services are requested is a multiple party or joint account each account holder shall be jointly or individually liable for all actions and transactions made on the account. By utilizing any service you acknowledge that you are responsible for all transactions made by all account holders and any authorized representatives.

2. Services Offered

- Online Account Access with Personal Online Banking or Cash Management. Services provide general access to accounts. When utilized you can view account balances, transaction information, check images and banking statements; make internal funds transfers; initiate stop payments orders; order checks; download statement information; engage in Web Connect (if enrolled via Quicken or QuickBooks); access SSB CheckFree or Small Business CheckFree to pay bills, use PopMoney or Request Money, and send account to account transfers; engage in Mobiliti or Business Mobiliti and receive alerts.
- Mobile Account Access with Mobiliti or Business Mobiliti. Mobiliti or Business Mobiliti provides general mobile access to accounts utilizing a mobile device. When enrolled you can view account balances, transaction information, make internal funds transfers, find branch and ATM locations, pay bills, make deposits (through Mobile Capture) and receive alerts. **Message and data rates may apply.**
- E-Statements. Allows you to view and print your banking statements online when enrolled.

- SSB CheckFree/Small Business SSB CheckFree. SSB CheckFree and Small Business SSB CheckFree provide online bill payment services if enrolled and mobile bill payment services if enrolled in Mobile Banking. When enrolled you can pay bills, schedule recurring payments, set due date reminders, and receive bills electronically from participating merchants.
 - Mobile Capture. Provides for checks to be deposited from a mobile device when utilizing Mobiliti or Business Mobiliti.
 - Alert Services. Alerts provide you with reminders and alerts relating to account transaction activity and/or Mobiliti or Business Mobiliti. When alerts are set up, you will receive emails and/or text message communications relating to matters for which you have requested to be notified. **Message and data rates may apply.**
 - Availability of Services. Services and other Bank products and services described in our website are not necessarily available everywhere and may or may not be available to non-residents and non-citizens of the United States.
3. **How to Sign Up for Services.** Enrollment for Personal Online Banking is completed through Bank website. Cash Management enrollment is completed by request and application through Bank. Once enrollment for Personal Online Banking or Cash Management is complete the Mobiliti and Business Mobiliti application can be downloaded and utilized. Other online services are available within the login portal. Each service will provide terms and conditions specifically related to that service, if any. By utilizing a service you agree to the terms and conditions contained in this agreement as well as the specific terms and conditions related to that service.
4. **Your Responsibilities When Using These Services**
- **Access Security.** When enrolled for online services you will use the access credentials you have created. You acknowledge that you are solely responsible for the security of your access credentials and for any transactions authorized using your access credentials. Bank is not liable for any losses caused by improper or negligent maintenance of secure information or the actions of a third party as a result of unauthorized use with your access credentials. Bank is entitled to act upon instructions received through any service under the applicable access credentials without inquiring into the identity of the person using the access credentials or the validity of the transaction. You hereby indemnify and release Bank from any action against Bank for honoring or allowing any actions or transactions where the proper access credentials are used. You assume all liability and responsibility to monitor the accounts and must immediately notify Bank if you discover or suspect an objectionable or unauthorized transaction or activity in an account. You may at any time ask Bank to disable your access credentials and issue new access credentials to you.
 - **System Security.** It is your responsibility to protect your systems security and to protect your system against viruses, worms, trojans and other items of destructive nature. You agree to use reasonable care not to introduce any such items to our website or any of the services offered through the Bank's website.
 - **Transmission and Transaction Risks.** You acknowledge that the electronic transmission of confidential information is performed at your own risk. You assume all liability and responsibility to monitor the accounts and in the event you discover or suspect an objectionable or unauthorized transaction or activity in an account, you will contact the Bank immediately.
5. **Account Information**
Balance and transaction information is subject to the Bank's provisional credit, posting and funds availability policies. Available balances could include pending withdrawals and deposits, line of credit balances and hold amounts. Account histories and statements are limited to a maximum of twenty four (24) months.
6. **Access to Business Accounts**
Personal Online Banking and Mobiliti are designed and intended for use with personal accounts and single user business accounts. You will also be able to access services for any business accounts attached to your social security number. Business Online and Business Mobiliti are designed and intended for businesses that wish to assign multiple users and transmit ACH payments and deposits. Related businesses are accessible through Business Online and Business Mobiliti upon request of Bank business customers.
7. **General Terms and Conditions**
- **Term** – this agreement is effective from the date of enrollment until the service is terminated by Bank or you
 - **Interruption of Services** – the services may be unavailable at certain times for the following reasons
 - Scheduled maintenance or upgrades
 - Unforeseen or unscheduled maintenance as necessary from time to time
 - Outages caused by major events impacting Bank or its third party processors, such as, but not limited to, earthquakes, fire, floods, computer failures, interruptions of telephone or internet services, electrical outages that interfere with access to services
 - System interruptions or failures, which expressly not the responsibility of Bank. Although Bank will make all reasonable efforts to ensure the availability of services, Bank is in no way liable for the unavailability of services or any consequential damages that may result therefrom.

- **Liability Limitation.** Bank will not be liable for any claims, demands, liabilities, costs, losses, judgments, expenses and damages of any kind (including reasonable attorneys' fees and costs) paid, suffered or incurred by you, and you will indemnify Bank from and hold Bank harmless against any losses paid, suffered or incurred by it, arising directly or indirectly as a result of or in connection with (i) our performance or failure to perform your obligations in accordance with all applicable agreements; (ii) any forged or unauthorized signatures in any documentation executed in conjunction with this agreement; (iii) Bank's acting on any information furnished by or on behalf of you; or (iv) the exercise of Bank's rights, or performance of Bank's obligations in accordance with the provisions governing all applicable agreements governing the services.

Bank will not be liable for any losses arising from the use of the services, except to the extent that the losses arise from Bank's own gross negligence or willful misconduct. Bank will not be liable for information or data that is inaccurate, incomplete or not current. Information and data available from the services is provided for reference purposes only. Bank's liability to you for any losses, regardless of from, shall not exceed the monthly consequential damages or damages caused in whole or in part by the action or inaction of you or an authorized representative. Bank shall not be liable for any failure or delay in performance of its obligations under this agreement or any losses or delay caused by accidents; strikes; fire; flood; earthquake; disasters; war; terrorism; riot; equipment or system breakdown; electrical, mechanical or communication line failure; government regulations; or any cause that is reasonably unavoidable or beyond its control. You agree that the fees charged by Bank for the performance of the services shall be deemed to have been established in contemplation of these limitations on Bank's liability.

- **Communications with Bank.** You can contact us for help with the services by calling 800-835-3728 M-F, 8:00 a.m. to 5:00 p.m. MST. You may also contact us via email at ssbcontact@ssbwyo.bank for general communications. As regular email is not secure, we caution against using email for sending sensitive personal information. We recommend using the secure email messaging system within Personal Online Banking and Cash Management for transmitting any sensitive information or requests as your access credentials are confirmed with login we are able to act upon any instructions received via the secure email messaging. **DO NOT rely on the secure email messaging system or email when reporting lost or stolen access credentials, debit/ATM cards. DO NOT send transfer or payment request via email.**
- **Modification of terms and conditions.** Notification of any changes and/or updates to operating procedures and terms and conditions for the services will be provided to you. Continuing to utilize the services after notification of changes/updates will be considered acknowledgement and agreement to the modifications.
- **Disclaimer of Warranties.** YOU AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. BANK SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM FURNISHING THE SERVICES UNDER THIS AGREEMENT.
- **Assignment.** Your rights or duties under this agreement cannot be transferred or assigned to another party.
- **Termination.** Should you wish to terminate any of your online services for any reason please contact Bank at 800-835-3728 or in writing at Security State Bank, PO BOX 531, Basin WY 82410. Services may be discontinued by Bank after providing you written notification. If Bank feels there is a security issue or unauthorized user related to your services; such services may be terminated until such time as the issue is resolved.
- **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. The parties hereby agree to submit to the exclusive jurisdiction of the state and federal courts of the State of Wyoming with respect to any lawsuit pertaining to this agreement.
- **Waiver.** No waiver by either party of any breach or default under this agreement by the other party shall be construed as a waiver of any succeeding breach.

8. Fees

Fees for online services are disclosed at the time of the account opening. Fees for online services are set forth in the Bank's current Fee Schedule. These charges may be collected by debiting any of your accounts for the amount of such fees without prior written notification on the day the fees are due unless otherwise agreed by Bank. These charges are subject to change from time to time; notification of any changes will be sent to you thirty (30) days prior to the change. A current copy of Bank Fees may be requested at any time.

****All of the services involve the use of internet and/or wireless mobile device services. You acknowledge that your internet and wireless provider's message and data rates may apply when utilizing any of these online services.**