

# First International Bank & Trust Online Banking Customer Agreement

December 2019

## Your Consent is Required

Federal law requires that we obtain your consent before electronically providing required disclosures to you as you complete your Online Banking registration or accept revised Online Banking Terms & Conditions. Your consent will only apply to this transaction and the Electronic Funds Transfer (EFT) Disclosure required to be provided to you when you register for Online Banking. You are **NOT** currently enrolling in electronic statements or notices.

## Hardware & Software Requirements

In order to fully utilize Online Services, you must have the following minimum requirements:

- Current vendor supported version of Internet browser (**Microsoft Internet Explorer®**, Apple Safari, Google Chrome, Microsoft Edge, or Mozilla Firefox **that supports 128 bit encryption**);
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- Adobe Acrobat® Reader current vendor supported version;
- An e-mail account with an Internet Service Provider and e-mail software;
- A personal computer or other access device, with an operating system, and telecommunication connections to the Internet capable of receiving, accessing, displaying, and either printing or storing, statements received in electronic form.

If you would prefer to receive free paper copies of these disclosures **after** completing your Online Banking registration, please e-mail us at [customercare@fibt.com](mailto:customercare@fibt.com) or contact us by phone toll free at 1-800-359-8092. Because we must provide the EFT Disclosure to you as part of your Online Banking registration, you will not be able to withdraw your consent to receive this disclosure electronically.

You are not consenting to receive other electronic records and disclosures at this time.

At no cost to you, you may choose to withdraw your consent at any time by emailing us or contacting us by phone as described above. If you withdraw your consent, your Online and/or Mobile Banking access will be terminated.

**By registering for Online Banking, you affirmatively consent to receiving FIB&T's Privacy Policy, EFT Disclosure, instructions and Online and/or Mobile Banking product information for your account(s) enrolled in Online Banking via electronic means.** After your completion of Online Banking registration, you will be given the option to enroll in our eNotification services, at which time your consent would apply to the electronic delivery of your account statements and/or notices as further outlined in our [e-Sign Disclosure](#).

## Usage of Online Banking Services:

**This Agreement is revised periodically and it may include changes from an earlier version. By accessing your account and engaging in Online Banking, you agree to the most recent version of this Agreement, which is always available to you online. You may withdraw your consent at any time by contacting us at 1-800-359-8092 and discontinuing use of Online Banking.**

## Definitions

- **"We," "our" and "us"** mean First International Bank & Trust ("FIB&T"), and its affiliates, successors and assigns.
- **"You" and "your"** mean each account owner or owners and anyone else with access to the account to perform transactions or receive services covered by this Agreement.
- **"Account"** means the account established primarily for personal, family or household purpose
- **"Online Services"** means the products and services outlined in this Agreement, which allow you access to your information and to conduct transactions through the Internet. This includes Online Banking, Online Bill Pay, Zelle®, internal transfers, Mobile Banking, Secure Alerts and any other electronic method we introduce in the future.

- “**Service Providers**” means a processor, or other third party that we have engaged to provide services in connection with Online Services. You agree we have the right to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement.

### **Prerequisites for Online Banking enrollment:**

While each Online Service has its own requirements further defined in the terms for that service, at a minimum to use any Online Service, you must have:

- An eligible deposit (checking, savings, CD) or loan with FIB&T
- A personal computer or other Access Device which is capable of accessing the Internet and is running compatible and supported operating systems and browsers
- An active and valid email address that can be used for online services communications, including but not limited to: online access verification, suspected fraud alerts, and confirmation of money movement transactions.
- Ability to create a unique username and password that will be used to access Online Banking.

### **Eligibility for Online Banking Enrollment:**

- A valid, active account with an Internet Service Provider or other means of accessing the Internet
- Online Services is meant primarily for personal accounts, but small business users may use Online Banking provided they enroll under their name (not the business). You acknowledge that all terms and conditions under this Agreement and the terms and conditions of any related services (Zelle® or Bill Pay) apply to your small business use. Specifically but not limited to, standard mobile check deposit limits of \$2,500 daily and per check limits and Zelle® standard consumer limits for standard and within minutes payments.
- Any owner/signer on an active account may enroll in Online Banking, including minors. In compliance with the Children’s Online Privacy Protection Act (COPPA), personal information including email address and social security number are required to enroll in Online Banking and follows FIB&T’s Privacy Policy. This policy can be viewed at <https://firstintilbank.com/downloads/Privacy-Notice.pdf>. Certain features, such as Bill Pay/Zelle® and transfer capabilities may be disabled due to the minor not being able to enter into a legal contract for money movement.
- Representative Payee or Power of Attorneys, must enroll under their name, not the person they are a personal representative or Power of Attorney for.

### **Your Responsibility as an Online User:**

- Your enrollment in Online Services may not be allowed if we cannot verify your identity as outlined above. Changes can be made online or by calling us at the number listed at the end of this Agreement. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate account or contact information.
- **Protecting login credentials.** Information you provide in connection with Online Services will be stored and protected using commercially reasonable security measures. Effective security, however, is dependent on your responsible behavior in protecting your personal identifying information (SSN, account number), log in credentials and controlling access.
- **Liability in sharing login credentials.** IF YOU GIVE ANY OTHER PERSON OR ENTITY ACCESS TO YOUR SSN, ACCOUNT NUMBER(S), LOGIN CREDENTIALS, OR ANY OTHER DEVICE YOU USE TO ACCESS ON LINE SERVICES, YOU AGREE THAT EACH SUCH PERSON OR ENTITY WILL BE ACTING AS YOUR “AGENT” AND WILL BE BOUND BY THIS AGREEMENT (AND ANY OTHER SEPARATE AGREEMENT REGARDING YOUR ACCOUNT). Any transaction performed by your Agent using your login credentials, is considered a transaction authorized by you. You will be fully liable for any authorized transactions your Agent makes unless you promptly notify FIB&T that your Agent is no longer authorized to make transactions. If you share your online credentials and fraud or unauthorized transactions are reported, FIB&T reserves the right to permanently disable your online services and/or terminate the banking relationship.
  - **Your account security is FIB&T’s top priority.** If you provide your SSN, account number(s) or login credentials to another person or entity and they contact the Bank for assistance, we

will use your Online Banking login credentials to verify the identity of the individual. If it is deemed that the individual in question is not the person enrolled in Online Banking, we will not provide account information and will restrict online access until we are able to contact you – the enrolled individual. After confirmation by you of approved access, we still may reserve the right to require further in-branch identification before online access is unrestricted.

- **Limitations of sharing login credentials.** In the event that you share login credentials with a joint account owner, you understand that certain services may be disrupted or disabled. These include, but are not limited to Bill Pay check imprinting, Zelle® and Online Address Change requests.
- Contact us at the number listed at the end of this Agreement if: you would like to change your password; or you believe that your password or other means to access Online Services has been lost or stolen.
- **Accessing account(s)**
  - The account information listed on the account screen is not a substitute for your official periodic account statement or other correspondence you may receive from FIB&T. Any legal notices you normally receive will continue to be sent by mail or delivered electronically in accordance with your account preferences.
  - Data Synchronization – we will make every effort to ensure that your use of any of the Online Services is synchronized between the various access methods. There may be instances where the information from an Online Services transaction is delayed or different from what is available at a traditional branch (or vice versa). In the event of any discrepancies, the account information provided at a branch location will control. You agree that neither we nor our service providers will be liable for any errors or delays in the content provided through Online Services, or for any action taken in reliance thereon.
  - You may access Online Services on a mobile device using Online Banking or our mobile application available on Android and iOS. We reserve the right to modify the scope of Online Services at any time and you agree that some or all of the Online Services may not be accessible or may have limited utility. Subject to your compliance with this Agreement, you are hereby granted a personal limited license to download, install and use our mobile application software on your mobile device within the United States and its territories. This license will be revoked immediately upon your breach of this Agreement or written notice to you at any time, with or without cause.
  - To ensure adequate protection for your transactions and personal information available within our Online Services, you agree not to access Online Services from any unsecured connection such as public Wi-Fi networks. Generally, any Internet connection that does not require a password is unsecure.
  - You are solely responsible for ensuring that you have up –o-date software including any necessary security patches and appropriate firewall and anti-virus protection.
  - You agree we have no liability for any viruses, worms, Trojan horses or other similarly harmful components that may enter your computer or mobile device directly or indirectly or through any links.
  - You agree that by using the Online Services, information about your banking accounts and transactions will be transmitted over the internet. You agree that we will have no liability to you if an unauthorized third party obtains information about you or your accounts and transactions despite reasonable precautions we have taken to prevent such occurrences.
  - You agree it is your responsibility to safeguard and protect any and all account information you download from Online Services.
- **Account limitations & restrictions**
  - Federal Regulation D limits certain types of withdrawals and transfers made from a savings or money market account to a combined total of six (6) per account cycle. This includes withdrawals made by check or draft to third parties, debit or ATM POS purchases, preauthorized withdrawals and transfers made by phone, online, bill pay, wire or facsimile. Withdrawals made in excess of the limit may result in a fee, have your account's online/mobile transfer capabilities restricted, or the account type changed for exceeding the limit.

- Online account access can be restricted at the request of owner/signers on the account, but may affect online access for all owner/signers on the account.
  - Minor access can be restricted, but only at the request of a parent or legal guardian.
  - In the event there is suspected fraud activity, Online Services may be suspended solely at the Bank's discretion. The FIB&T Fraud Department will make every attempt to contact you, however, it is your responsibility to have accurate contact information on file with the Bank.
- Should you fail to utilize Online Services for a period of one (1) year – your authorization will be deleted and you will need to re-enroll.
- By providing us with a telephone number for a mobile device, you are expressly consenting to receiving communications- including but not limited to pre-recorded and artificial voice messages and text messages – from us and our affiliates and agents. This applies to each such telephone number that you provide now or in the future and permits such calls for non-marketing purposes. Calls and text messages may incur excess fees from your mobile services provider.
- You authorize us to withdraw, debit or charge the funds from your designated accounts in order to complete all of your requested transfers and payments. When you use Online Services to make transfers from credit accounts, you agree that we may take any action required to obtain credit advances on your behalf, including charging your linked credit account without your signature. Each transfer from a credit account is treated as a credit advance from that account and is subject to the terms of your Credit Agreement.

### Acceptable Use of Online Services

You agree that you are independently responsible for complying with all applicable laws in all your activities related to your use of the Online Services. WE have the right, but not the obligation, to monitor and remove communications content that we find in our sole discretion to be objectionable in any way, including but not limited to:

- Any activity that interferes in any manner with the provision of, security of, or the customers of the Online Services
- Violate any law, statute, ordinance or regulation
- Impose an unreasonable or disproportionately large load on our infrastructure
- Any attempt to monitor or copy the Online Service
- Any attempt to bypass technology protecting the Online Services
- Any transmission of junk mail, spam or unsolicited materials
- Any transmission or dissemination of material that would expose us or any third party provider to liability

### Reporting Unauthorized Transactions

**If you believe that an unauthorized transaction has been made from your account you must immediately contact your account/relationship manager or our Fraud department. You may do so in writing, in person or by phoning 1-800-359-8092. Contacting us right away will help you reduce possible losses.**

### Other Online Services Available

By enrolling in Online Banking, customers may have access to enroll in the following services:

- **Mobile Banking:** an extension of Online Banking that can be accessed through text banking, web browser banking and mobile apps in the Apple and Google Play Stores. Additional Terms apply and will be presented at the time of Mobile Banking enrollment.
- **Bill Pay/Zelle®:** available to customers with an FIB&T checking account. Additional Terms apply and will be presented at the time of Bill Pay/Zelle® enrollment. Account holders must:
  - Have an active FIB&T checking account
  - Be 18 years old
  - Have a SSN on file
  - Have a U.S. address associated with their FIB&T checking account

## Alerts

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

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **Alerts** menu within FIB&T Online Banking and **Alerts** menu within FIB&T Mobile Banking.

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

**Methods of Delivery.** We may provide Alerts through one or more channels (“EndPoints”): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your FIB&T Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers of the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device’s number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, **text “STOP” to 96924 at any time.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in FIB&T Online Banking and click the box next to your mobile number for the Alerts you’d like to receive again. For help with SMS text alerts, **text “HELP” to 96924.** In case of questions please contact customer service at **1-800-359-8092.** Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

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

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be

encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

### **Contact Info**

For questions regarding this agreement, to update your contact information, or to withdraw consent for Online Banking services including, but not limited to: email, password, challenge question, Bill Pay or Zelle® changes, you may contact us by telephone at 1-800-359-8092, by postal mail at P.O. Box 607, Watford City, ND 58854.

**Our most recent Electronic Funds Transfer Disclosure – which explains your rights and obligations for the electronic products and services you have requested – can be accessed by clicking on the corresponding link located below in the footer of Online Banking.**