

# Products & Services Guide



**Opportunity Bank<sup>®</sup>**  
OF MONTANA

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On behalf of all of us at Opportunity Bank, I would like to welcome you to Opportunity Bank of Montana! As you are aware, the merger of Ruby Valley Bank with Opportunity Bank of Montana occurred on January 31, 2018. This merger joins two local banks that share a commitment to serving Montana communities exclusively.

Opportunity Bank of Montana is one of the largest independent community banks in the state. Since 1922, our commitment has been to support our communities through philanthropy, volunteerism, and by providing quality financial solutions and services. We are truly excited to expand and create new relationships with the people and businesses of Twin Bridges and Sheridan.

Over the next several weeks, a number of important steps will be occurring. The Twin Bridges and Sheridan branches will close at 5:00pm on June 8, 2018 to facilitate a data processing conversion. On June 11, 2018, these offices will reopen at their same hours of operation.

As a precursor, we've enclosed important information about the conversion of your Ruby Valley Bank accounts to Opportunity Bank of Montana. We have tried to answer anticipated questions in the enclosed Product and Services Guide. To assist with account conversion questions, you may call your local branch during normal business hours or call 1-888-750-2265. We will have extended customer service hours the week of June 11. Please watch our website for updates.

We are committed to making this conversion as seamless as possible. We look forward to building upon the solid foundation that Ruby Valley Bank created with a relentless commitment to meeting your financial needs.

Sincerely,



Pete Johnson  
President & CEO

# Frequently Asked Questions

## GENERAL INFORMATION

### When will this data conversion take place?

The official date of the conversion of the Twin Bridges and Sheridan branches to Opportunity Bank of Montana is scheduled for the evening of June 8, 2018. These branches, along with the Sheridan drive-up, will close at 5:00PM.

### Will the office hours change?

No, the office hours will remain the same as you enjoy now.

### Will the staff change?

Ruby Valley Bank employees at these offices have already joined Opportunity Bank of Montana as of January 31, 2018.

### Will both my deposit & loan accounts move?

Yes, all deposit and loan account relationships will be converting to Opportunity Bank of Montana's data system.

### Will my account number(s) change?

No, account numbers will not change.

### What is Opportunity Bank's routing number?

Our routing number is 292070806.

## KEY DATES & TIMES

### Week of June 4, 2018

- Watch your mail for your new Opportunity Bank of Montana ATM/Debit card
- Last day to access Bill Pay is midnight on June 6
- Download Quicken and Quickbooks transactions through June 8. No past transaction information will be converted into Opportunity Bank's Online Banking

### June 8, 2018

- Twin Bridges and Sheridan branches close at 5:00PM for the conversion
- Ruby Valley Bank Online Banking and Telephone Banking will go into inquiry only status at 5:00PM (no transactions allowed)
- Continue using your Ruby Valley Bank ATM/Debit card until midnight on June 10

### June 11, 2018

- Begin using your new Opportunity Bank of Montana ATM/Debit card
- Opportunity Bank of Montana offices will open at normal hours
- Online Banking, Bill Pay, and Telebanc will be available to access on Opportunity Bank of Montana's system starting at 9:00AM

## If I have a question, who can I contact?

To assist with account conversion questions, you may call your local branch during normal business hours or call 1-888-750-2265. We will have extended support hours the week of June 11. Please watch our website for updates.

## DEPOSIT ACCOUNT INFORMATION

### Will the features and benefits of my current account(s) change?

We will be introducing you to the lineup of our products and services. We have made every effort to best align your existing account(s) with our new solutions. Please refer to page 10 for a listing of Ruby Valley Bank accounts and the Opportunity Bank of Montana accounts they will be moving to. After the conversion on June 8, 2018, if you feel a different account type would better suit your financial needs, just visit your local branch and we will be happy to change your product type to the one that is best for you.

### Can I continue to use my Ruby Valley Bank ATM/Debit card?

Continue to use your Ruby Valley Bank ATM/Debit card until midnight on June 10. Opportunity Bank will be mailing you a new ATM/Debit card prior to June 8, which you can begin using on June 11.

Once you receive your Opportunity Bank card in the mail, you may activate it and select your 4 digit PIN at any time following the label instructions. Your new card will be ready to use on June 11, 2018. **Please be sure to update any automatic payments to your new Opportunity Bank of Montana debit card.**

**For ATM cardholders**, Opportunity Bank staff will contact you regarding the replacement of your ATM card or you may visit the Twin Bridges or Sheridan branch to pick up your new card on June 11, 2018 or thereafter.

**Please note:** If you have not used your current ATM/Debit card in the previous 12 months, you will not be mailed a replacement card.

### Where will I be able to use my new Opportunity Bank of Montana ATM/Debit card?

On June 11, you will be able to use your card at any merchant or Opportunity Bank of Montana ATM, surcharge free. See page 48 for a list of locations. Opportunity Bank of Montana is also part of the MoneyPass network. For additional surcharge free machine locations nationwide, visit MoneyPass at [www.moneypass.com](http://www.moneypass.com).

### Will my ATM/Debit card daily dollar limits change?

Yes, your ATM/Debit card daily limits will change. Personal ATM/Debit card limits are: ATM \$1005 and Pin used at merchant/Signature \$2000. Business ATM/Debit card limits are: ATM \$1005 and Pin used at merchant/Signature \$5000. HSA ATM/Debit card limits are: ATM N/A and Pin used at merchant/Signature \$2000.

### **Can I continue to use my Ruby Valley Bank checks?**

Yes, you may continue to use your existing Ruby Valley Bank checks after the conversion. When you need to reorder checks, your new checks will have the Opportunity Bank of Montana name on them.

### **What information do I need to order new checks in the future?**

You will need to update the Routing and Transit number to 292070806. Your account number will remain the same. No need to add leading zeros. For example, if your account number is 579123, this is how it will read on your checks.

### **What will happen to the Ruby Valley Bank checks that haven't cleared by the conversion date?**

Opportunity Bank of Montana and Ruby Valley Bank will be working together to ensure that these checks clear and your check payments are processed. You should experience uninterrupted service with your checks.

### **Will my direct deposits and automated transfers continue as before?**

Opportunity Bank of Montana and Ruby Valley Bank will be working together diligently to ensure the conversion is as seamless and hassle free as possible. If any setup of direct deposits or automatic transfers is needed, clear instructions and details will be included in a subsequent mailing.

### **Does Opportunity Bank of Montana offer coverage for overdrafts?**

There are a number of ways to cover overdrafts that are available to you. Please see page 38 for an overview of our overdraft services.

### **Will my deposits continue to be FDIC insured?**

Each depositor at Opportunity Bank of Montana is insured to at least \$250,000 through the Federal Deposit Insurance Corporation (FDIC). For more information on FDIC insurance, please visit the FDIC's website at [www.fdic.gov](http://www.fdic.gov) or contact an Opportunity Bank of Montana Customer Service Representative.

### **Will my interest rate change on my account(s)?**

The interest rate on your CD and/or IRA accounts after the conversion date will be the same as your current Ruby Valley Bank accounts. Interest-bearing checking, savings and money market rates will be changed to the rates on the Opportunity Bank of Montana account(s) you are being converted into. Full details are in the enclosed materials.

### **Will I receive a final statement from Ruby Valley Bank?**

Yes, final statements from Ruby Valley Bank will be cut on June 10. Going forward: Consumer checking statements will cut on the 20th and all other statements will cut on 30th.

### **What about my CDs and/or IRAs?**

Opportunity Bank of Montana will be honoring the Certificate of Deposit and/or IRA rate and term you have with Ruby Valley Bank. Prior to maturity, you will receive a maturity notice from Opportunity Bank of Montana with your renewal information. At that time, you may choose to allow the rollover, come in and change the rate and term, or withdraw the funds. The Opportunity Bank of Montana grace period for Certificates of Deposits and IRAs is 10 days. There will be no early withdrawal penalty within 1 year of the acquisition date, January 31, 2018. If you did not select the automatic renewal option, the account will not renew at maturity. If you do not renew the account, your funds will be placed in a non-interest bearing account.

### **What will happen to my company's cash management ACH origination services?**

Opportunity Bank of Montana will be contacting current cash management customers regarding this service to discuss alternative solutions.

## **LOAN ACCOUNT INFORMATION**

### **Will the terms or conditions of my loan change?**

For loans converting to Opportunity Bank of Montana, all the loan terms and conditions will remain the same. After the conversion date, any question you have on your loan should be directed to Opportunity Bank of Montana.

### **Will my automatic payments continue as before?**

Opportunity Bank of Montana and Ruby Valley Bank will be working together diligently to ensure the conversion is as seamless and hassle free as possible. If any setup of automatic payments is needed, clear instructions and details will be included in a subsequent mailing.

### **Who should I make my loan payments to?**

As of June 11, 2018, loan payments should be mailed to PO Box 4999, Helena, MT 59604. Please make note of this if you are set-up on a bill pay system. You may also make your payment in person at any branch.

### **Will I receive a new loan coupon book?**

You may continue to use your existing coupons. If your loan received a notice or statement with Ruby Valley Bank, you will continue to receive a notice or statement once your account has migrated to Opportunity Bank of Montana. However, your payment will now be sent to Opportunity Bank of Montana at the address indicated on the remittance portion of your notification.



### Will I be able to continue making payments to my loan using a credit card?

No, after the conversion date you will no longer be able to make payments utilizing a credit card at any of the Opportunity Bank of Montana locations. Arrangements can be made to have your payment drafted from a bank of your choice at any time. Please contact Loan Servicing with any questions.

## CONVENIENCE BANKING SERVICES INFORMATION

### Will I have online access to my accounts?

Yes, you will continue to have online access to your accounts. Opportunity Bank of Montana has a comparable online banking solution to Ruby Valley Bank that is available at [www.opportunitybank.com](http://www.opportunitybank.com). However, your previous Online transaction data will not transfer over to Opportunity Bank's Online Banking. **Please be sure to download any Quicken or Quickbooks information you may need.** However, 18 months of eStatements will be available.

Your Online Banking User ID will remain the same. **However, your password/PIN will be reset to the last 4 digits of your social security number.** You will be prompted to change your password/PIN after you sign in for the first time. Furthermore, upon first logging into the Opportunity Bank of Montana Online Banking system, you will be required to read and accept the Online Banking disclosure.

**Please note: If you have not used Ruby Valley Bank Online Banking in more than 6 months, you will not be automatically enrolled in Opportunity Bank of Montana's Online Banking. You will have to re-enroll in this service.**

### What will happen to my Online Bill Pay?

Opportunity Bank of Montana does offer free Online Bill Pay. If you currently have Online Bill Pay with Ruby Valley Bank, you will be automatically enrolled in Online Bill Pay with Opportunity Bank of Montana. All of your payee information and automatic payments will transfer over to our system except Health Savings Account bill payments. You will need to re-establish eBill payee information with the merchant(s). **Health Savings Accounts will not be able to be used as funding accounts in Bill Pay.**

**Please note: You must initiate any one time bill payments on Ruby Valley Bank's system by midnight on Wednesday, June 6, or you will have to wait until after 9:00AM on Monday, June 11 to initiate a new payment. Any automatic payments you have scheduled will not experience a delay.**

### Does Opportunity Bank of Montana offer Mobile Banking?

Yes, Opportunity Bank of Montana offers a Mobile Banking App. Once you have established an Online Banking User ID and password, please visit Google Play or the Apple App Store to download the Opportunity Bank of Montana App.

### What will happen with my Telephone Banking access?

Your Telebank "account number" and PIN will remain the same. Many of the same features and functions available to you through Ruby Valley Bank are also offered by Opportunity Bank of Montana. The Opportunity Bank of Montana 24 Hour Telephone Banking number is 1-888-750-BANK(2265) option 1. It's free, easy, secure and gives you up-to-the-minute account information.

### Will I continue to receive eStatements?

Opportunity Bank of Montana offers and encourages eStatements, however you will need to re-enroll. Upon first logging into the Opportunity Bank of Montana Online Banking system, you will be required to read and accept the Online Banking and eStatement disclosure before receiving eStatements. **Please note: You will have access to 18 months of Ruby Valley Bank eStatements. Since your transaction history will not be transferring to the new Online Banking system, we advise you to print any other eStatements before the conversion if you need past history.**

### What about my Safe Deposit Box I have with Ruby Valley Bank?

Your safe deposit box will remain in its current location and you will maintain custody of your box with the same rights you had with Ruby Valley Bank. Your billing cycle will remain the same and you will be charged the new rate going forward. Opportunity Bank offers a \$5 discount for auto payments or customers ages 50 and over. You may get up to a \$10 discount.

The contents of your safe deposit box are not insured against loss by Opportunity Bank or by the FDIC. For your protection you may wish to obtain your own box content insurance from an insurance company of your choice.

Safe Deposit Box	Rent Amount
3 x 5 Inches	\$30
3 x 6.5 Inches	\$30
5 x 5 Inches	\$40
3 x 10 Inches	\$45
6 x 10 Inches	\$50
9 x 10 Inches	\$65
16 x 12 Inches	\$95

## New Opportunities for You!

With Opportunity Bank of Montana, you now have access to convenient services that help simplify your banking!

### Mobile Banking with Mobile Deposit

With the Opportunity Bank of Montana App, you can do your banking right from your phone. Check transactions, pay bills, even deposit a check. Find our App in the Google Play Store or iTunes App Store. (Note: Requires registration within our Online Banking system first.)



### Popmoney®

Send, request, and receive money with just about anyone online or through your mobile device using Popmoney, a person to person electronic money transfer service. For example, send your brother money for his birthday or pay back a friend for your half of lunch. This service is part of Opportunity Bank's Online Banking Bill Pay service. Learn more and see applicable fees at [www.opportunitybank.com](http://www.opportunitybank.com).

### TransferNow®

Easily set up transfers to or from accounts that you are an owner/signer on at another financial institution.

View our Online Education  
Center videos to learn more  
about these unique services.

[WWW.OPPORTUNITYBANK.COM/  
ONLINE-EDUCATION-CENTER](http://WWW.OPPORTUNITYBANK.COM/ONLINE-EDUCATION-CENTER)

## Account Conversion

Detailed information concerning each of the new account types can be found in the Account Details section of this booklet beginning on page 10. We have made every effort to best align your existing account(s) with our new solutions. After the conversion on June 8, 2018, if you feel a different account type would better suit your financial needs, just visit your local branch and we will be happy to change your account type to the one that is best for you.

### CHECKING

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Opportunity Business Money Market	20
Opportunity Business Preferred Money Market	21
Public Fund Savings	22

**RVB ACCOUNT TYPE****OBMT ACCOUNT TYPE****PERSONAL ACCOUNTS - Checking**

Free Checking	Opportunity Checking
Ruby Checking	Opportunity Checking
Grandfathered Regular Checking	Opportunity Checking
Interest Checking	Opportunity Interest Checking
Grandfathered Interest Checking	Opportunity Interest Checking
Preferred Super Checking	Opportunity Preferred Checking
Health Savings Account	Health Savings Account

**PERSONAL ACCOUNTS - Savings**

Regular "Passbook" Savings	Opportunity Savings
Money Market	Opportunity Money Market/ Opportunity Preferred Money Market*

**BUSINESS ACCOUNTS - Checking**

Business Checking	Opportunity Business Checking
Business Interest Checking	Opportunity Business Interest Checking
Muni Govt DDA	Public Funds Checking

**BUSINESS ACCOUNTS - Savings**

Business Savings	Opportunity Business Savings
Public Funds Savings	Public Fund Savings
Money Market	Opportunity Business Money Market / Opportunity Business Preferred Money Market*

\*Account holders with a balance of \$50,000 or more will go into the Opportunity Preferred Money Market; balance of less than \$50,000 will go to Opportunity Money Market.

**CERTIFICATES, IRAs, & COVERDELL EDUCATION IRAs**

Opportunity Bank of Montana will be honoring the Certificate of Deposit and/or IRA rate and term you have with Ruby Valley Bank. Prior to maturity, you will receive a maturity notice from Opportunity Bank of Montana with the renewal information for your certificate or IRA. At that time, you may choose to allow the rollover, come in and change the rate and term, or withdraw the funds. The Opportunity Bank of Montana grace period for Certificates of Deposit and IRAs is 10 days. If you did not select the automatic renewal option, the account will not renew at maturity. If you do not renew the account, your funds will be placed in a non-interest bearing account.

**LOANS**

Unless otherwise identified, under separate notification or by contact from an Opportunity Bank of Montana representative, the rates, terms and conditions of any loan products will be the same as your current Ruby Valley Bank product.

**OPPORTUNITY CHECKING**

Minimum Balance to Open	\$100
Monthly Fee	None
Minimum Balance to Avoid Monthly Fee	N/A
Earns Interest	No
Free Debit Card, Online & Mobile Banking, and Bill Pay	Yes
Free eStatements or Paper Statements (no check images)	Yes

**OPPORTUNITY REWARD CHECKING**

Minimum Balance to Open	\$100
Monthly Fee	None
Minimum Balance to Avoid Monthly Fee	N/A
Earns Interest	No
Free Debit Card, Online & Mobile Banking, and Bill Pay	Yes
Free eStatements or Paper Statements (no check images)	Yes
Out-of-Network ATM Surcharge Fees Waived	Up to \$12/month*

**Additional Features**

- **1% Cash back\*** (if all criteria met: \$1000 or more direct deposit, 10 debit card transactions, eStatements)
- **Free ATM surcharge refunds up to \$12 per month** — Eligible Opportunity Reward Checking accounts will be reimbursed up to \$12 per month in ATM fees or surcharges assessed by us or other banks\*

\*Eligible Opportunity Checking accounts will be reimbursed up to \$12 per month in ATM fees or surcharges assessed by us or other banks and will receive debit card cash rewards of 1% on "Qualifying Purchases" per month. "Qualifying Purchases" include debit card signature purchase or "Pinless" transactions only where the customer selects "credit" as the transaction type. The debit card cash back rewards and ATM fee or surcharge refunds will be paid by the 15th day of the following month for the accounts that qualify in the current statement cycle. Opportunity Reward Checking requires a \$100.00 minimum deposit to open. No minimum balance required to be eligible for reward. Bonuses and gifts are subject to IRS tax reporting requirements IRS 1099-MISC. Checking accounts subject to an inactivity fee of \$5.00 per month for each 180 day period in which there is no customer initiated activity.

See additional disclosures beginning on page 23.



## OPPORTUNITY INTEREST CHECKING

Minimum Balance to Open	\$.1,000
Monthly Fee	\$.15
Minimum Balance to Avoid Monthly Fee	\$.1,000
Earns Interest	Yes <sup>1</sup>
Free Debit Card, Online & Mobile Banking, and Bill Pay	Yes
Free eStatements or Paper Statements (no check images)	Yes



## OPPORTUNITY PREFERRED CHECKING

Minimum Balance to Open	\$.2,500
Monthly Fee	\$.25
Minimum Balance to Avoid Monthly Fee	\$2,500 or combined deposit balance of \$10,000 (Based on primary owner)
Earns Interest	Yes <sup>1</sup>
Free Debit Card, Online & Mobile Banking, and Bill Pay	Yes
Free eStatements or Paper Statements (no check images)	Yes

### Additional Features

- Free basic check order
- Free cashier's checks



## OPPORTUNITY SAVINGS

Minimum Balance to Open	\$.100
Monthly Fee	\$.2 (waived for age 18 and under)
Minimum Balance to Avoid Monthly Fee	\$.100
Earns Interest	Yes <sup>1</sup>
Free Online & Mobile Banking	Yes
Free eStatements	Yes

### Additional Features

- 3 free cashier's checks per month
- Automatic transfers between checking and savings<sup>2</sup>
- Monthly or quarterly statements
- Can be used as a sweep account<sup>2</sup>



## HEALTH SAVINGS ACCOUNT

Minimum Balance to Open	\$.100
Monthly Fee	None
Minimum Balance to Avoid Monthly Fee	N/A
Earns Interest	Yes <sup>1</sup>
Free Debit Card, Online & Mobile Banking	Yes
Free eStatements	Yes

### Additional Features

- Automatic transfers from checking or savings to this account

See additional disclosures beginning on page 23. 1. Rates available on or after June 1, 2018. Please contact your local branch.

See additional disclosures beginning on page 23. 1. Rates available on or after June 1, 2018. Please contact your local branch. 2. Regulation D only allows for 6 sweeps/transfers per month from a savings or money market account. This applies to all savings and money market accounts in excess of 6 withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer or by check, draft, debit card or similar order to a third party. Excess transfers will be charged a fee. (See Fee Schedule).





## CHRISTMAS CLUB SAVINGS

Minimum Balance to Open	None
Monthly Fee	None
Minimum Balance to Avoid Monthly Fee	N/A
Earns Interest	Yes <sup>1</sup>
Free Online & Mobile Banking	Yes
Free eStatements	Yes

### Additional Features

- Automatic transfers from checking or savings to this account<sup>2</sup>
- Each November, balance is withdrawn and either transferred to an existing Opportunity Bank account or mailed to you
- Account remains open to begin saving for the next year



## OPPORTUNITY MONEY MARKET

Minimum Balance to Open	\$.1,000
Monthly Fee	\$8
Minimum Balance to Avoid Monthly Fee	\$.1,000
Earns Interest	Yes <sup>1</sup>
Free Online & Mobile Banking	Yes
Free eStatements	Yes

### Additional Features

- Competitive tiered rates
- 3 free cashier's checks per month
- Monthly activity statement
- Can be used as a sweep account<sup>2</sup>

## EFFECTIVE JUNE 1, 2018

### New tiers for Business and Personal Opportunity Money Market Account customers

Balance	Rate
\$0 - \$9,999.99	See Rate Sheet
\$10,000.00 - \$24,999.99	See Rate Sheet
\$25,000.00 - \$49,999.99	See Rate Sheet
\$50,000.00 - \$99,999.99	See Rate Sheet
\$100,000.00 - \$299,999.99	See Rate Sheet
\$300,000.00+	See Rate Sheet

Corresponding rates for tiers will be on the Bank's Rate Sheet on or after June 1, 2018.

See additional disclosures beginning on page 23. 1. Rates available on or after June 1, 2018. Please contact your local branch. 2. Regulation D only allows for 6 sweeps/transfers per month from a savings or money market account. This applies to all savings and money market accounts in excess of 6 withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer or by check, draft, debit card or similar order to a third party. Excess transfers will be charged a fee. (See Fee Schedule).

See additional disclosures beginning on page 23. 1. Rates available on or after June 1, 2018. Please contact your local branch. 2. Regulation D only allows for 6 sweeps/transfers per month from a savings or money market account. This applies to all savings and money market accounts in excess of 6 withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer or by check, draft, debit card or similar order to a third party. Excess transfers will be charged a fee. (See Fee Schedule).



## OPPORTUNITY PREFERRED MONEY MARKET

Minimum Balance to Open . . . . .	\$20,000
Monthly Fee . . . . .	\$20
Minimum Balance to Avoid Monthly Fee . . . . .	\$20,000
Earns Interest . . . . .	Yes <sup>1</sup>
Free Online & Mobile Banking . . . . .	Yes
Free eStatements . . . . .	Yes

### Additional Features

- Competitive tiered rates
- 3 free cashier's checks per month
- Monthly activity statement
- Can be used as a sweep account<sup>2</sup>

## EFFECTIVE JUNE 1, 2018

### New tiers for Business and Personal Opportunity Preferred Money Market Accounts

Balance	Rate
\$0 - \$24,999.99	See Rate Sheet
\$25,000.00 - \$49,999.99	See Rate Sheet
\$50,000.00 - \$99,999.99	See Rate Sheet
\$100,000.00 - \$299,999.99	See Rate Sheet
\$300,000.00 - \$499,999.99	See Rate Sheet
\$500,000.00+	See Rate Sheet

Corresponding rates for tiers will be on the Bank's Rate Sheet on or after June 1, 2018.



## OPPORTUNITY BUSINESS CHECKING

Minimum Balance to Open . . . . .	\$100
Monthly Fee . . . . .	None
Minimum Balance to Avoid Monthly Fee . . . . .	N/A
Per Item Fee . . . . .	\$0.20/item (over 500)
Earns Interest . . . . .	No
Free Debit Card, Online Banking, and Bill Pay . . . . .	Yes
Free eStatements or Paper Statement (with check images) . . . . .	Yes

### Additional Features

- **First 500 transactions FREE!** \$0.20 per item fee applies after 500 transactions. Transactions include checks deposited, checks written and electronic debits.



## OPPORTUNITY BUSINESS ANALYZED CHECKING

Minimum Balance to Open . . . . .	\$100
Monthly Fee . . . . .	\$5
Minimum Balance to Avoid Monthly Fee . . . . .	N/A
Per Item Fee . . . . .	\$0.15/written check & electronic debit transaction \$0.08/deposited item
Earns Interest . . . . .	Earnings credit may offset all or part of monthly fee
Free Debit Card, Online Banking, and Bill Pay . . . . .	Yes
Free eStatements or Paper Statement (with check images) . . . . .	Yes

### Additional Features

- Earnings Credit (fee offset) based on average account balance

See additional disclosures beginning on page 23. 1. Rates available on or after June 1, 2018. Please contact your local branch. 2. Regulation D only allows for 6 sweeps/transfers per month from a savings or money market account. This applies to all savings and money market accounts in excess of 6 withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer or by check, draft, debit card or similar order to a third party. Excess transfers will be charged a fee. (See Fee Schedule).

See additional disclosures beginning on page 23.



## OPPORTUNITY BUSINESS INTEREST CHECKING

Minimum Balance to Open . . . . .	\$1,000
Monthly Fee . . . . .	\$25
Minimum Balance to Avoid Monthly Fee . . . . .	\$1,000
Per Item Fee . . . . .	None
Earns Interest . . . . .	Yes <sup>1</sup>
Free Debit Card, Online Banking, and Bill Pay . . . . .	Yes
Free eStatements or Paper Statement (with check images) . . . . .	Yes
<b>Additional Features</b>	

- Unlimited number of items per month



## PUBLIC FUNDS CHECKING

Minimum Balance to Open . . . . .	\$100
Monthly Fee . . . . .	None
Minimum Balance to Avoid Monthly Fee . . . . .	N/A
Per Item Fee . . . . .	\$0.20/item (over 500)
Earns Interest . . . . .	No
Free Debit Card, Online Banking, and Bill Pay . . . . .	Yes
Free eStatements or Paper Statement (with check images) . . . . .	Yes
<b>Additional Features</b>	

- **First 500 transactions FREE!** \$0.20 per item fee applies after 500 transactions. Transactions include checks deposited, checks written and electronic debits.



## OPPORTUNITY BUSINESS SAVINGS

Minimum Balance to Open . . . . .	\$100
Monthly Fee . . . . .	\$2
Minimum Balance to Avoid Monthly Fee . . . . .	\$100
Earns Interest . . . . .	Yes <sup>1</sup>
Free Online Banking . . . . .	Yes
Free eStatements . . . . .	Yes
<b>Additional Features</b>	

- 3 free cashier's checks per month
- Automatic transfers between checking and savings<sup>2</sup>
- Monthly or quarterly statements
- Can be used as a sweep account<sup>2</sup>

See additional disclosures beginning on page 23. 1. Rates available on or after June 1, 2018. Please contact your local branch.

See additional disclosures beginning on page 23. 1. Rates available on or after June 1, 2018. Please contact your local branch. 2. Regulation D only allows for 6 sweeps/transfers per month from a savings or money market account. This applies to all savings and money market accounts in excess of 6 withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer or by check, draft, debit card or similar order to a third party. Excess transfers will be charged a fee. (See Fee Schedule).



## OPPORTUNITY BUSINESS MONEY MARKET

<b>Minimum Balance to Open</b>	.\$1,000
<b>Monthly Fee</b>	\$8
<b>Minimum Balance to Avoid Monthly Fee</b>	.\$1,000
<b>Earns Interest</b>	Yes <sup>1</sup>
<b>Free Online Banking</b>	Yes
<b>Free eStatements</b>	Yes

### Additional Features

- Competitive tiered rates
- 3 free cashier's checks per month
- Monthly activity statement
- Can be used as a sweep account<sup>2</sup>

## EFFECTIVE JUNE 1, 2018

### New tiers for Business and Personal Opportunity Money Market Account customers

Balance	Rate
\$0 - \$9,999.99	See Rate Sheet
\$10,000.00 - \$24,999.99	See Rate Sheet
\$25,000.00 - \$49,999.99	See Rate Sheet
\$50,000.00 - \$99,999.99	See Rate Sheet
\$100,000.00 - \$299,999.99	See Rate Sheet
\$300,000.00+	See Rate Sheet

Corresponding rates for tiers will be on the Bank's Rate Sheet on or after June 1, 2018.

See additional disclosures beginning on page 23. 1. Rates available on or after June 1, 2018. Please contact your local branch. 2. Regulation D only allows for 6 sweeps/transfers per month from a savings or money market account. This applies to all savings and money market accounts in excess of 6 withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer or by check, draft, debit card or similar order to a third party. Excess transfers will be charged a fee. (See Fee Schedule).



## OPPORTUNITY BUSINESS PREFERRED MONEY MARKET

<b>Minimum Balance to Open</b>	.\$20,000
<b>Monthly Fee</b>	\$20
<b>Minimum Balance to Avoid Monthly Fee</b>	.\$20,000
<b>Earns Interest</b>	Yes <sup>1</sup>
<b>Free Online Banking</b>	Yes
<b>Free eStatements</b>	Yes

### Additional Features

- Competitive tiered rates
- 3 free cashier's checks per month
- Monthly activity statement
- Can be used as a sweep account<sup>2</sup>

## EFFECTIVE JUNE 1, 2018

### New tiers for Business and Personal Opportunity Preferred Money Market Accounts

Balance	Rate
\$0 - \$24,999.99	See Rate Sheet
\$25,000.00 - \$49,999.99	See Rate Sheet
\$50,000.00 - \$99,999.99	See Rate Sheet
\$100,000.00 - \$299,999.99	See Rate Sheet
\$300,000.00 - \$499,999.99	See Rate Sheet
\$500,000.00+	See Rate Sheet

Corresponding rates for tiers will be on the Bank's Rate Sheet on or after June 1, 2018.

See additional disclosures beginning on page 23. 1. Rates available on or after June 1, 2018. Please contact your local branch. 2. Regulation D only allows for 6 sweeps/transfers per month from a savings or money market account. This applies to all savings and money market accounts in excess of 6 withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer or by check, draft, debit card or similar order to a third party. Excess transfers will be charged a fee. (See Fee Schedule).



## PUBLIC FUND SAVINGS

Minimum Balance to Open . . . . .	.\$100
Monthly Fee . . . . .	\$2
Minimum Balance to Avoid Monthly Fee . . . . .	.\$100
Earns Interest . . . . .	Yes <sup>1</sup>
Free Online Banking . . . . .	Yes
Free eStatements . . . . .	Yes

### Additional Features

- 3 free cashier's checks per month
- Automatic transfers between checking and savings<sup>2</sup>
- Monthly or quarterly statements
- Can be used as a sweep account<sup>2</sup>

See additional disclosures beginning on page 23. 1. Rates available on or after June 1, 2018. Please contact your local branch. 2. Regulation D only allows for 6 sweeps/transfers per month from a savings or money market account. This applies to all savings and money market accounts in excess of 6 withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer or by check, draft, debit card or similar order to a third party. Excess transfers will be charged a fee. (See Fee Schedule).

# Agreements and Disclosures

## CHECKING AND SAVINGS ACCOUNT DISCLOSURE

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

We reserve the right to, at any time, require not less than 7 days notice in writing before any withdrawal from an interest bearing account.

We may change the interest rate on your account every week.

### Compounding and Crediting

**For interest bearing accounts** – Interest will be compounded monthly for checking and money market accounts. Interest will be compounded quarterly for savings accounts. Interest on checking accounts will be credited to your account every monthly statement cycle. Interest on savings accounts will be credited to your account every quarter.

**Effect of closing an account** – If you close your account before interest is credited, you will receive the accrued interest.

### Balance Computation Method

**Daily Balance Method** – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Interest begins to accrue on the business day the deposit is made.

For any other fee amounts that may be imposed on the account, refer to the Fee Schedule located on pages 26-29.

The categories of transactions for which an overdraft fee (item paid) or a NSF fee (item returned) may be imposed are those created by any of the following means: by check, in-person withdrawal, ATM withdrawal or other electronic means.

Your Opportunity Bank of Montana checking account(s) consists of a checking sub account and a savings sub account. The Bank may periodically transfer funds between these two sub accounts. On a sixth transfer during a calendar month, any funds in the savings sub account will be transferred back to the checking sub account. If your Account is a Plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non-interest bearing. The saving sub account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.



## PRIVACY NOTICE

### FACTS

### What does Opportunity Bank of Montana do with your personal information?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and transaction or loss history</li> <li>• Account balance and payment history</li> <li>• Credit history and checking account information</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Opportunity Bank of Montana chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does OBMT Share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> To offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> Information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes—</b> Information about your creditworthiness	No	We don't share
<b>For non-affiliates to market to you</b>	No	We don't share

### Questions?

Call your local branch or toll free at 888-750-2265 or visit us on the web at [www.opportunitybank.com](http://www.opportunitybank.com).

### Who we are

**Who is providing this notice?**

Opportunity Bank of Montana

### What we do

**How does Opportunity Bank of Montana protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How does Opportunity Bank of Montana collect my personal information?**

We collect your personal information, for example, when you

- Open an account or apply for a loan
- Pay your bills or show your driver's license
- Provide account information

We also collect your personal information from others, such as credit bureaus.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes—information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

### Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and non-financial companies.

- *Opportunity Bank of Montana has no affiliates.*

**Non-affiliates**

Companies not related by common ownership or control. They can be financial and non-financial companies.

- *Opportunity Bank of Montana does not share your personal information with non-affiliates.*

**Joint Marketing**

A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include one (1) other financial company for credit cards only.*

## CONSUMER FEE SCHEDULE

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

### Debit/ATM Cards

New/Replacement Card – Expedited (Varies by shipping address and shipping method)	\$80-140
Replacement Card if Lost	\$5
ATM Balance Inquiry <sup>1</sup>	Free
ATM Cash Withdrawal or Transfer Fee at OBMT ATMs <sup>2</sup>	Free
ATM Cash Withdrawal or Transfer Fee at Non-OBMT ATMs <sup>1</sup>	\$2

### Internet and Telephone Banking

24 Hour Telephone Banking	Free
Retail Online Banking	Free
Online Bill Pay	Free
Online Bill Pay Stop Payment	\$30
Mobile Banking (Download Mobile Banking App from iTunes or Google Play)	Free
Mobile Deposit Capture (per deposit)	Free
Popmoney® (Pay Other People) <sup>3</sup>	
Receive Money	Free
Regular Payment Fee (per payment)	\$0.75
Next Day Payment Fee (per payment)	\$1.50
Request Money Fee (per payment)	\$0.75
External Transfer – Standard	\$2
External Transfer – Express (next day)	\$3

### Wire Transfer

Domestic Incoming	\$15
Domestic Outgoing	\$25
Foreign Incoming	\$15
Foreign Outgoing	\$100
Foreign Outgoing Wire Trace	\$25

### Account and Service Fees

Account Activity Printout	\$2
Account Research or Balancing Assistance (per hour)	\$25
Account Research or Balancing Assistance Minimum Fee	\$10
Account Closure (within 90 days of opening)	\$15
Charge-Off Account Collection	\$25
Counter Checks (4 checks)	\$1
Dormant Account (per month) <sup>4</sup>	\$5
Inactive Account (per month, checking only) <sup>4</sup>	\$5
Duplicate Statement and Check Copy	\$2
Reactivate Closed Account (Allowed within 6 months of closure.)	\$5
Regulation D Violation (per instance) <sup>5</sup>	\$10

Return Deposited Item (per item - re-deposited or charged back to account)	\$4
Special Handling (per item - re-deposited or charged back to account)	\$6
Stop Payment (per item - Personal Check, Official Check or ACH transaction)	\$30
Undeliverable Statement (per month)	\$5

### Other Fees

Canadian Item Collection	\$40
Cashier's Official Check	\$5
Check Cashing Non-Customer (state or government checks only)	\$15
Domestic Collection	\$20
Foreign Collection (Contact your local branch)	Varies
Garnishment/Notice of Execution/Levy	\$75
Safe Deposit Box Drilling	\$300

### Overdraft, Insufficient Funds (NSF)

Overdraft (each check or debit) <sup>6,7</sup>	\$30
Overdraft Maximum Charge per Day <sup>6,7</sup>	\$180
Returned Check NSF (each check or debit) <sup>6,7</sup>	\$30
Returned Check NSF Maximum Charge per Day <sup>6,7</sup>	\$180
Continuous Overdraft (after 5 business days and each additional business day thereafter) <sup>7</sup>	\$7
Checkline Advance (Overdraft Protection Line of Credit)	\$7
Overdraft Sweep Transfer	\$7

## BUSINESS FEE SCHEDULE

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

### Debit/ATM Cards

New/Replacement Card – Expedited (Varies by shipping address and shipping method)	\$80-140
Replacement Card if Lost	\$5
ATM Balance Inquiry <sup>1</sup>	Free
ATM Cash Withdrawal or Transfer Fee at OBMT ATMs <sup>2</sup>	Free
ATM Cash Withdrawal or Transfer Fee at Non-OBMT ATMs <sup>1</sup>	\$2

### Business Online and Telephone Banking

24 Hour Telephone Banking	Free
Business Online Banking (Includes online account transfers, Bill Pay and eStatements)	Free
Security Token <sup>8</sup> (one-time, per token fee for use of Cash Management Services)	\$20
Replacement Token (one-time, per token fee)	\$20
Online Bill Pay	Free
Online Bill Pay Stop Payment	\$30
Merchant Remote Deposit Capture (per month single feed scanner)	\$30
Merchant Remote Deposit Capture (per month large batch scanner)	\$75
Account Set Up (one-time set up - first 3 accounts included, \$10 each additional account)	Free/\$10

Automated Clearing House (ACH) Origination	\$15
Per Item Fee Over 500 Items	\$0.05
Wire Transfer Origination (Domestic only - per outgoing wire transfer origination)	\$10
Check Positive Pay (per month)	\$25
Cash Management Opportunity Suite <sup>9</sup>	\$55

#### Wire Transfer

Domestic Incoming	\$15
Domestic Outgoing	\$25
Foreign Incoming	\$15
Foreign Outgoing	\$75
Foreign Outgoing Wire Trace	\$25

#### Account and Service Fees

Account Activity Printout	\$2
Account Research or Balancing Assistance (per hour)	\$25
Account Research or Balancing Assistance Minimum Fee	\$10
Account Closure (within 90 days of opening)	\$15
Charge-Off Account Collection	\$25
Counter Checks (4 checks)	\$1
Deposit Correction (each correction)	\$3
Dormant Account (per month) <sup>4</sup>	\$5
Inactive Account (per month, checking only) <sup>4</sup>	\$5
Duplicate Statement and Check Copy	\$2
Night Depository Locked Deposit Bag (per bag)	\$25
Reactivate Closed Account (allowed within 6 months of closure)	\$5
Regulation D Violation (per instance) <sup>5</sup>	\$10
Return Deposited Item (per item - re-deposited or charged back to account)	\$4
Special Handling (per item - re-deposited or charged back to account)	\$6
Stop Payment (per item - Business Check, Official Check or ACH transaction)	\$30
Undeliverable Statement (per month)	\$5
Zipper Deposit Bag (each)	\$5

#### Other Fees

Canadian Item Collection	\$40
Cashier's Official Check	\$5
Domestic Collection	\$20
Foreign Collection (Contact your local branch.)	Varies
Garnishment/Notice of Execution/Levy	\$75
Safe Deposit Box Drilling	\$300

#### Overdraft, Insufficient Funds (NSF)

Overdraft (each check or debit) <sup>6</sup>	\$30
Overdraft Maximum Charge per Day	\$180
Returned Check NSF (each check or debit) <sup>6</sup>	\$30

Returned Check NSF maximum charge per day	\$180
Continuous Overdraft (after 5 business days and each additional business day thereafter)	\$7
Checkline Advance (Overdraft Protection Line of Credit)	\$7
Overdraft Sweep Transfer	\$7

Please refer to the Truth in Savings Disclosure for account features and service charges.

- When using an ATM not owned by OBMT, an ATM Operator or Network may charge a separate fee for balance inquiry, transfers or withdrawals even if you do not complete the transaction.
- No fee at OBMT machines or MoneyPass (contact our office for additional designated machines or visit [moneypass.com](http://moneypass.com) for additional MoneyPass machines).
- Popmoney is a registered trademark of Fiserv, Inc., or its affiliates. Terms and Conditions apply. Popmoney personal payment services offered at [www.Popmoney.com](http://www.Popmoney.com) are provided by or through CheckFreePay Corporation, a licensed Money Transmitter, and/or its affiliate CheckFreePay Corporation of New York, which is licensed and regulated as a Money Transmitter by the New York State Department of Financial Services, each a wholly owned subsidiary of Fiserv, Inc.
- Dormant accounts: Checking and Money Market Account – no activity for 1 year; Savings Account – no activity for 3 years. Inactive Account: Checking only, if balance below \$100 for 180 consecutive days.
- Under the law, this applies to all savings and money market accounts in excess of 6 withdrawals or transfers per month to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check draft, debit card or similar order to a third party.
- May be imposed on checks, in-person withdrawals, ATM withdrawals or other electronic items. Please see our Overdraft Privilege Service Policy for complete program disclosures and limitations regarding our ability to charge overdrafts for ATM and everyday debit card transactions.
- We will not authorize and pay overdrafts for ATM and everyday debit card transactions unless we receive your affirmative consent (opt-in). Please see "What You Need to Know About Overdrafts and Overdraft Fees."
- Token required for ACH Origination and Wire Transfer Origination.
- Includes Business Online Banking (plus 4 online initiated stop payments, regular fees apply after 4; excludes bill pay stop payments), Merchant Capture (regular fees may apply for account set up), ACH Origination (includes up to 500 items; regular fees may apply over 500 items), Wire Transfer Origination (includes 4 online originated outgoing wires; regular fees may apply over 4) and Check Positive Pay. Suite fee may be waived with average available balance greater than \$100,000 in primary designated Cash Management account.

## TERMS AND CONDITIONS OF YOUR AGREEMENT

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Montana and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the

payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

## WITHDRAWALS -

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur – assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$35 per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than \$10.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions ( $\$120 - \$80 = \$40$ ) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ( $\$120 - \$50 = \$70$ ). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee of \$35 according to our overdraft fee policy. You will be charged this \$35 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

The above is an example. Refer to our separate fee schedule for a list of current fees.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Single-Party Account** - Such an account is owned by one party.

**Multiple-Party Account** - Parties own the account in proportion to their net contributions unless there is clear and convincing evidence of a different intent. However, any one party may withdraw the entire amount on deposit in the account.

**RIGHTS AT DEATH - Single-Party Account** - At the death of a party, ownership passes as part of the party's estate.

**Multiple-Party Account With Right of Survivorship** - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

**Multiple-Party Account Without Right of Survivorship** - At death of party, deceased party's ownership passes as part of deceased party's estate.

**Single-Party Account With Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

**Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation** - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are



responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

**STATEMENTS** - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 14 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** (For consumer accounts only) - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the

amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**AGENCY (Power of Attorney) DESIGNATION (Single-Party Accounts only)** - A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**CHECK PROCESSING** - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payees. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 11/2" of

TRAILING EDGE

7654

Name \_\_\_\_\_

Address, City, State \_\_\_\_\_ 20 \_\_\_\_\_

Pay to the order of \_\_\_\_\_ \$ \_\_\_\_\_ dollars

Bank Name and Location \_\_\_\_\_

Memo \_\_\_\_\_

FRONT OF CHECK

1 1/2"

Keep your indorsement out of this area.

BACK OF CHECK

YOUR INDORSEMENT MUST BE WITHIN THIS AREA

the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.

It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**SECURITY** - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

**TELEPHONIC INSTRUCTIONS** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**CLAIM OF LOSS** - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of loss, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

## OVERDRAFT SERVICES

**Overdraft Sweep Accounts:** Opportunity Bank of Montana will continue to offer Checking, Savings, and Money Market accounts that are set up to automatically sweep (transfer) funds from those accounts to your checking account to avoid an overdraft on that account. Under Ruby Valley Bank's product you were not charged a fee, and Opportunity Bank of Montana charges a \$7 per transfer fee. For existing Ruby Valley sweep accounts, Opportunity Bank of Montana will continue to transfer the funds with a \$7 per transfer fee.

**IMPORTANT NOTE:** Regulation D only allows for six (6) sweeps/transfers per month from each savings or money market account to another account of yours. Transfers in excess of six (6) will be subject to a fee of \$10 and repeat violations may result in account closure.

**Lines of Credit Overdraft Sweep:** If you currently have a Vigilante Overdraft Protection line of credit (LOC) with Ruby Valley Bank that LOC will carry over to Opportunity Bank of Montana and all loan terms and conditions will remain the same. Under Ruby Valley Bank's product you were charged an annual fee of \$10 and not charged for each line of credit advance, and Opportunity Bank of Montana charges a \$7 per advance fee which is charged to the protected account. For existing Ruby Valley Vigilante accounts, Opportunity Bank of Montana will continue to advance the funds without a per advance fee, however the \$10 annual fee will continue to be assessed by Opportunity Bank of Montana. If you do not currently have an LOC for overdraft protection, Opportunity Bank of Montana does offer a similar product for overdrafts. Upon credit approval and up to an approved limit, Opportunity Bank of Montana can transfer funds automatically from your Checkline Overdraft Protection LOC to your checking account. Funds are advanced in \$50 increments and there is a \$7 per advance fee. (Example of Opportunity Bank of Montana Overdraft LOC: if you become \$10 overdrawn, \$50 would advance with one \$7 fee).

**Overdraft Privilege Service:** Opportunity Bank of Montana offers an Overdraft Privilege Service. Rather than automatically returning unpaid all insufficient funds items that you may have, Opportunity Bank of Montana will consider, without obligation on our part, payment of your reasonable overdrafts up to your assigned **Overdraft Privilege Limit (\$800 for personal accounts; \$1500 for business accounts)**. There is a \$30 fee for each overdraft and the maximum daily charge is \$180. Also, after five (5) business days and each business day thereafter, we will charge \$7/day that you are overdrawn. You do not have to apply for or sign any additional documents for this service for checks, ACH or recurring debit card transactions. If you want us to consider paying ATM and one time debit card transactions that would overdraw your account we need your affirmative

consent to do so. Participation in Overdraft Privilege is not mandatory, and you may opt-out of this service at any time by notifying your local branch. If you want us to authorize and pay overdrafts on ATM and everyday debit card transactions, complete and return the form on page 41, call 1-888-750-2265, option 5, or visit [www.opportunitybank.com](http://www.opportunitybank.com). For more information, including qualifications and limitations, please see our **Overdraft Privilege Service** below.

## WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer an overdraft protection plan, such as a line of credit which may be less expensive than our standard practices. To learn more, ask us about this plan.

### THIS NOTICE EXPLAINS OUR STANDARD OVERDRAFT PRACTICES

#### What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We will not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

#### What fees will I be charged if Opportunity Bank of Montana pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee of up to **\$30.00** each time we pay an overdraft. The maximum daily charge is **\$180.00**.
- Also, after 5 business days and each additional business day thereafter, we will charge **\$7.00/day**.

#### What if I want Opportunity Bank of Montana to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call 1-888-750-2265, option 5 (toll-free), visit your online banking account at [www.opportunitybank.com](http://www.opportunitybank.com), or complete the form on page 41 and present or mail it to any Opportunity Bank branch location.

## OVERDRAFT PRIVILEGE SERVICE POLICY

Opportunity Bank of Montana ("we, us or our") offers our Overdraft Privilege Service. If your account qualifies for Overdraft Privilege, we will consider, without obligation on our part, paying items for which your account has insufficient or unavailable funds, instead of automatically returning those items unpaid. This document explains how Overdraft Privilege operates.

### TRANSACTIONS THAT MAY QUALIFY FOR OVERDRAFT PRIVILEGE

An overdraft occurs when you do not have enough money in your account to cover a transaction. Although there are many reasons why your account might become overdrawn, most overdrafts result from the following:

- a) You write a check, swipe your debit card or initiate an electronic funds transfer in an amount that exceeds the amount of funds available in your account;
- b) You deposit a check or other item into your account and the item is returned unpaid, which causes a negative balance in your account once your balance is reduced by the amount of the returned check;



- c) You have inadequate funds in your account when we assess a fee or service charge; or
- d) You initiate a transaction before funds deposited into your account are "available" or "finally paid" according to our Funds Availability Policy. For example, if you deposit a check into your account, the proceeds of that check may not be available to you for two to seven business days after you deposit the check. If you do not have sufficient funds in your account—independent of the check—to cover the transaction, you will incur an overdraft.

The Overdraft Privilege Service applies to a variety of transactions, including checks and other transactions made using your checking account number, automatic bill payments, ATM transactions and everyday debit card transactions; however, we will not include ATM and everyday debit card transactions within our Overdraft Privilege Service without first receiving your affirmative consent to do so. Absent your affirmative consent, ATM and everyday debit card transactions generally will not be paid under Overdraft Privilege.

Participation in Overdraft Privilege is not mandatory. You may opt-out of the service any time by notifying one of our customer service representatives. Furthermore, you may revoke your affirmative consent to have ATM and everyday debit card transactions considered for payment under Overdraft Privilege without removing other items from the service. Simply inform us of your preference.

As noted above, we retain full discretion to decline to pay any item under the Overdraft Privilege Program. This means we can refuse to pay any overdraft for any reason. Even if we decide to pay an overdraft item, absent an agreement to the contrary, such payment does not create any duty to pay future overdrafts. If we do not authorize and pay an overdraft, your transaction will be declined and we may assess NSF fees on your account in accordance with your account agreement and the fee schedule in effect at the time of the overdraft.

#### FEES

For each overdraft we pay, we will charge the standard per item overdraft fee set forth in our fee schedule (currently \$30.00; up to \$180.00 maximum charge per day). Also, after 5 business days of being overdrawn, and each business day thereafter, we will charge you \$7 per day. We will notify you by mail if we pay or return any insufficient or unavailable funds items on your account; however, we have no obligation to notify you before we pay or return any item. The amounts of any overdrafts, including our fees, are due and payable immediately or on demand.

#### ACCOUNTS ELIGIBLE FOR OVERDRAFT PRIVILEGE

Overdraft Privilege is a discretionary service and is generally limited to an \$800 overdraft (negative) balance for eligible personal checking accounts; or a \$1,500 overdraft (negative) balance for eligible business checking accounts. Please note that the per item fees count toward your Overdraft Privilege Limit. We may in our sole discretion limit the number of accounts eligible for Overdraft Privilege to one account per household or per taxpayer identification number. Further, Overdraft Privilege is usually extended only to accounts in good standing. An account in good standing exhibits, but is not limited to, the following characteristics:

- a) The account has been open for at least thirty (30) days;
- b) The account has deposits totaling at least \$400 or more within each thirty (30) day period;
- c) The account demonstrates consistent deposit activity;
- d) The account owner is current on all loan obligations with us; and
- e) The account is not subject to any legal or administrative order or levy, such as bankruptcy or tax lien.

The order in which items are paid is important if there is not enough money in your account to pay all the items that are presented for payment. There is no one policy that is favorable in every instance. When processing checks and orders drawn on your account our policy is to pay them in numerical sequence. Lower number checks and orders are paid first. For electronic transactions, our policy is to pay them in the order in which they are received.

We offer another overdraft protection service that you may apply for in addition to Overdraft Privilege. This is called Line-of-Credit Overdraft Protection. If you establish this optional service, you may save money on the total fees you pay us for overdraft protection services.

**Overdrafts should not be used to pay ordinary or routine expenses and you should not rely on overdrafts as a means to cover these expenses. If at any time you feel you need help with your financial obligations, please contact one of our personal bankers at your local branch.**

*Strunk's Overdraft Privilege Service is a registered trademark. All rights reserved.*

#### OVERDRAFT OPT-IN/RESCIND PREVIOUS OPT-IN FORM

\_\_\_\_ No, I do not want Opportunity Bank of Montana to authorize and pay overdrafts on my ATM and everyday debit card transactions.

\_\_\_\_ Yes, I want Opportunity Bank of Montana to authorize and pay overdrafts on my ATM and everyday debit card transactions. Please list each account, for which you would like to opt-in, separately.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Account Number(s): Please list each account number for which you would like to opt-in or rescind a previous opt-in, separately.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

#### FOR OFFICE-USE ONLY

DATE SENT TO OPS CENTER: \_\_\_\_/\_\_\_\_/\_\_\_\_ EMPLOYEE INITIALS: \_\_\_\_/\_\_\_\_/\_\_\_\_

#### VISA ACCOUNT UPDATER OPT OUT NOTICE

I have received a description of the Visa® Account Updater (VAU) service and Notice of my right to opt out of the VAU service. I choose to opt out of the VAU service for my Visa Debit Card. I understand that I can choose to opt back into the VAU service at a later time.

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Account Number: \_\_\_\_\_  
 Card Number: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### VISA ACCOUNT UPDATER NOTICE OF RIGHT TO OPT OUT

Your Visa Debit Card will be automatically enrolled in the free Visa® Account Updater (VAU) service. With VAU, your account files will be updated when information changes because of a product upgrade, card expiration, loss or theft, account closure or other changes. A participating merchant can access that updated card information before requesting a payment. Since not all merchants participate, you should also contact the merchants directly if your card information changes. You are entitled to opt out of this service. You may opt out at any time.

If you want to opt out, contact your local branch, email us at [info@oppbank.com](mailto:info@oppbank.com) or mail us notice of your intention to opt out. You can use the opt-out form above. Cut it off and mail it to us at Opportunity Bank of Montana, P.O. Box 4999, Helena, MT 59604. If you opt out, you may opt back in if you decide you want the Visa Account Updater service in the future. You may opt in the same way(s) that you can opt out.

#### CHANGE TO CURRENCY CONVERSION & INTERNATIONAL TRANSACTIONS

The fee we charge you for using your Visa®-branded debit card (Card) in an international transaction has changed. Your continued use of the Card after the effective date listed below acknowledges acceptance of these amended terms. The Currency Conversion section in the agreement between you and us is amended to read as follows:

**Please fill out the form on the reverse side and mail to:**

OPPORTUNITY BANK OF MONTANA  
1400 PROSPECT AVE., P.O. BOX 4999  
HELENA, MT 59604

You may also OPT IN/OUT by

- Calling 1-888-750-2265, option 5
- Contacting your local branch



**Please fill out the form on the reverse side and mail to:**

OPPORTUNITY BANK OF MONTANA  
1400 PROSPECT AVE., P.O. BOX 4999  
HELENA, MT 59604

You may also OPT OUT by

- Contacting your local branch
- Emailing us at [info@oppbank.com](mailto:info@oppbank.com)



**Currency Conversion and International Transactions.** When you use your Visa-branded debit card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either:

- A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or
- The government-mandated rate in effect for the applicable central processing date.

The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. In either case, we pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

**IMPORTANT INFORMATION REGARDING YOUR VISA-BRANDED DEBIT CARD**

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing.

This means you may use your Visa-branded debit card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The non-Visa debit network(s) for which such transactions are enabled are: Accel™ Networks (© 2013 Fiserv, Inc. or its affiliates. Accel and the Accel logo are trademarks of Fiserv, Inc.)

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa-branded debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**FUNDS AVAILABILITY POLICY**

When you deposit checks or similar items to your Opportunity Bank of Montana account, you expect us to make the funds available for your use as quickly as possible. Our Funds Availability Policy is designed to do just that. Depending on the type of non-cash deposit you make, your funds may be available to you immediately. Of course, depending on the amount, type and source of your non-cash deposit, there are situations when your deposit will take longer to become available for your use.

Our policy is to make funds from your cash and check deposits available to you immediately. Automated clearing house (ACH) deposits will be available on the day we receive the deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written or other authorized debits.

If you make a deposit through a mobile device before our cut-off time, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off time or on a day that is not a business day, we will consider the deposit as being made on the next business day that we are open. Our cut-off time for remote device deposits will be no later than 4:00PM.

Checks drawn on banks located outside of the United States are not subject to this availability Policy. Please inquire regarding availability at the time you make such deposits.

Because we make your funds available immediately after your deposit, you may withdraw funds before they are collected. You will be responsible for checks you deposited that are returned to us unpaid.

For determining the availability of your deposits, excluding mobile device deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before close of business (varies by location) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**LONGER DELAYS MAY APPLY**

In some cases, we will not make all of the funds that you deposit by check available to you immediately. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of deposit. However, the first \$200 of your deposits will be available immediately.

If we are not going to make all of the funds from your deposit available immediately, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly



to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

### SAFEGUARD EXCEPTIONS

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one-day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

### SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available immediately if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

### REFUSAL OF A DEPOSIT

We continue to reserve the right not to accept deposits. In some circumstances, the items unacceptable for deposit, such as a mutilated check, may be processed as collection items.

### ENDORSEMENT

It is important that you place your endorsement carefully on the back of all checks you are depositing. A 1 ½ inch area has been designated for your endorsement. Please ask your local Opportunity Bank of Montana branch about proper placement of your endorsement. If our endorsement is illegible because you have endorsed the check in the wrong location, you will be liable for any resulting losses.

## ELECTRONIC FUND TRANSFERS

### YOUR RIGHTS AND RESPONSIBILITIES

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

### TYPES OF TRANSFERS, FREQUENCY, AND DOLLAR LIMITATIONS

**Prearranged Transfers.** Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account(s). Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking and/or savings account(s).

**Telephone Transfers.** You may access your account(s) by telephone at 888-750-2265 using a touch tone phone, your account numbers, and personal ID number to: transfer funds from checking to savings, transfer funds from savings to checking, transfer funds from checking to checking or money market, transfer funds from savings to savings or money market, make payments from checking accounts to loan accounts with us, make payments from savings to loan accounts with us, make payments from money market account to loan account with us, get checking account(s) information, get savings account(s) information, and certificate of deposit account balances.

**ATM Transfers.** You may access your account(s) by ATM using your Visa debit card and personal identification number to: get cash withdrawals from checking accounts (you may withdraw no more than \$1,005.00 per 24 hours), get cash withdrawals from savings accounts (you may withdraw no more than \$1,005.00 per 24 hours), transfer funds from savings to checking, transfer funds from checking to savings, get checking account(s) information, get savings account(s) information.

**Point-of-Sale Transactions.** Using your card, you may access your checking account to purchase goods (in person, by phone, by computer), pay for services (in person, by phone, by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. You may not exceed more than \$2,000.00 in transactions per 24 hours for PIN and signature-based transactions.

**Computer Transfers.** You may access your account(s) by computer by [www.opportunitybank.com](http://www.opportunitybank.com) and using your personal ID number and social security number to: transfer funds from checking to savings, transfer funds from savings to checking, transfer funds from checking to checking or money market, transfer funds from savings to savings or money market, make payments from checking to loan accounts with us, make payments from savings to loan accounts with us, make payments from money market account to loan accounts with us, get checking account(s) information, get savings account(s) information.

**Mobile Banking Transfers.** You may access your account(s) by web-enabled cell phone by downloading the App and using your smartphone to: transfer funds from checking to savings, transfer funds from savings to checking, transfer funds from savings to money market, transfer funds from checking to money market, make payments from checking to loan accounts with us, make payments from savings to loan accounts with us, make payments from money market to loan accounts with us, get checking account(s) information, get savings account(s) information, get loan account information, access bill pay and view check images, make deposits remotely to checking, savings, and money market accounts, transfer funds from money market to savings or checking. You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

**Electronic Fund Transfers Initiated by Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences, or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on the receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your checking account using information from your check to pay for purchases or pay bills. You may make payments by electronic check from non-transaction accounts. Payments are limited to six per month.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds. You may make electronic payment of charges for checks returned for insufficient funds from non-transaction accounts. Payments are limited to six per month.

See limitation on frequency of transfers section regarding limitations that apply to non-transaction accounts.

### GENERAL LIMITATIONS

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

Transfers or withdrawals from a non-transaction account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order of instruction, computer transfer, or by check, draft, debit card, or similar order to a third party, are limited to six per month. If you exceed the transfer limitations set forth above, your account shall be subject to closure. Savings account transfers are limited to 6 per month except no transfers by check. HSA – Health Savings Account – Mobile banking transfers are not permitted with HSA accounts.

## FEES

We do not charge for direct deposit, or for preauthorized payments from some accounts. Refer to our fee schedule for applicable charges, if any, and ATM transaction fees. Except as indicated above, we do not charge for Electronic Fund Transfers.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even when you do not complete a fund transfer).

## DOCUMENTATION

**Terminal transfers** – You can get a receipt at the time you make a transfer to or from your account using an automated teller machine (ATM) or point-of-sale terminal. You may not get a receipt if the amount of the transfer is \$15 or less.

**Preauthorized credits** – If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made. In addition, you will get a monthly account statement from us, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

## PREAUTHORIZED PAYMENTS

**Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We charge \$30 for each stop payment.

**Notice of varying amounts.** If these regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made, and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Liability for failure to stop payments of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time, or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- There may be other exceptions stated in our agreement with you.

## CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make: Where it is necessary for completing transfers, or in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or in order to comply with a government agency or court orders, or if you give us written permission, or as explained in the separate privacy disclosure.

## UNAUTHORIZED TRANSFERS

**Consumer Liability.** Tell us at once if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account

(plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, 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 you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

**Visa® debit card.** Additional limits on liability for Visa debit card. Unless you have been negligent or have been engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over our Visa or Plus networks, or to transactions using your Personal Identification Number, which are not processed by Visa. Visa is a registered trademark of Visa International Service association.

**Contact in event of an unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

## ERROR RESOLUTION POLICY

### In Case Of Errors Or Questions About Your Electronic Transfers

Call or write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem error appeared.

- 1) Tell us your name and account number (if any)
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- 3) Tell us 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 (5 business days if involving a Visa® point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) 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.

An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three 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.

**Contact us at:** Opportunity Bank of Montana  
PO Box 4999  
1400 Prospect Ave.  
Helena, MT 59601

**Or call:** 406-442-3080

## Locations

### BIG TIMBER

101 McLeod St.  
Big Timber, MT 59011  
(406) 932-5317

**Walk-Up ATM**

### HAMILTON

711 S. First St.  
Hamilton, MT 59840  
(406) 363-4400

**Drive-Up ATM**

### BILLINGS - 24TH ST

455 S. 24<sup>th</sup> St. W.  
Billings, MT 59102  
(406) 256-1891

**Drive-Up ATM**

### HELENA - NEILL AVE

28 Neill Ave.  
Helena, MT 59601  
(406) 442-3038

**Drive-Up ATM**

### BILLINGS - MAIN ST

895 Main St., Suite 1  
Billings, MT 59105  
(406) 970-7040

**Walk-Up ATM**

### HELENA - PROSPECT AVE

1400 Prospect Ave.  
Helena, MT 59601  
(406) 442-3080

**Drive-Up ATM**

### BOZEMAN - MENDENHALL

5 W. Mendenhall St.  
Bozeman, MT 59715  
(406) 586-2309

**Drive-Up ATM**

### HELENA SKYWAY

2090 Cromwell Dixon Ln.  
Helena, MT 59602  
(406) 442-4522

**Drive-Up ATM**

### BOZEMAN - OAK ST

1455 W. Oak St.  
Bozeman, MT 59715  
(406) 587-7711

**Drive-Up ATM**

### LIVINGSTON

123 S. Main St.  
Livingston, MT 59047  
(406) 222-1981

**Drive-Up ATM**

### BUTTE

3401 Harrison Ave.  
Butte, MT 59701  
(406) 494-2233

**Drive-Up ATM**

### MISSOULA - DOWNTOWN

200 N. Higgins Ave.  
Missoula, MT 59802  
(406) 542-1500

**Drive-Up ATM**

### GREAT FALLS

120 1<sup>st</sup> Ave. N., Suite 201  
Great Falls, MT 59401  
(406) 452-2271

### MISSOULA - RESERVE ST

1510 S. Reserve St.  
Missoula, MT 59801  
(406) 541-6200

**Drive-Up ATM**

### TOWNSEND

416 Broadway St.  
Townsend, MT 59644  
(406) 266-3137

**Drive-Up ATM**

### SHERIDAN

103 N. Main St.  
Sheridan, MT 59749  
(406) 842-5411

**Drive-Up ATM**

### TWIN BRIDGES

107 S. Main St.  
Twin Bridges, MT 59754  
(406) 684-5678

## Off Premise ATM Locations

### BOZEMAN

3255 Technology Blvd. (Rosauer's)

### TWIN BRIDGES

Three Rivers Quik Stop

### HELENA

Benton Ave. (Carroll College Commons)

### MONEYPASS® ATM NETWORK

Visit [www.moneypass.com](http://www.moneypass.com) for additional surcharge-free ATM locations nationwide.

### LIVINGSTON

100 W. Washington St. (Shopko)

## Other Banking Options

### 24-HOUR TELEPHONE BANKING

1-888-750-BANK, Option 1  
(1-888-750-2265)

### ONLINE BANKING

[www.opportunitybank.com](http://www.opportunitybank.com)

**RED: OPPORTUNITY BANK OF MONTANA OFFICES/ATMS**  
**BLUE: RUBY VALLEY BANK OFFICES/ATMS BECOMING OPPORTUNITY BANK**



**Opportunity Bank**  
OF MONTANA

[WWW.OPPORTUNITYBANK.COM](http://WWW.OPPORTUNITYBANK.COM)