

OPPORTUNITY BANK OF MONTANA
TERMS AND CONDITIONS FOR MOBILE BANKING AND
REMOTE DEPOSIT CAPTURE

MOBILE BANKING

Thank you for using Opportunity Bank of Montana (hereafter "Opportunity Bank") Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 99588. To cancel, text "STOP" to 99588 at any time. In case of questions please contact customer service at 888-750-2265 or visit www.opportunitybank.com.

Program: Opportunity Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at 888-750-2265, or send a text message with the word "HELP" to this number: 99588. We can answer any questions you have about the program.

To stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 99588. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Opportunity Bank or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Opportunity Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Opportunity Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Opportunity Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations,

including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by {Opportunity Bank} (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of {Opportunity Bank} or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose {Opportunity Bank}, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

Fingerprint Login for Mobile Banking

Fingerprint Login is an optional fingerprint sign-in method for Opportunity Bank of Montana Mobile Banking that may be available for certain Android® mobile devices that have built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your device only and Opportunity Bank of Montana never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Opportunity Bank of Montana Mobile Banking. Opportunity Bank of Montana reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within Opportunity Bank of Montana Mobile Banking.

Android is a trademark of Google Inc.

REMOTE DEPOSIT CAPTURE

Mobile Remote Deposit (“Service”) offered by Opportunity Bank (“Bank”, “we” or “us”) is designed to allow consumer customer users (“you” or “your”) to make deposits of checks (“original checks”) to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information (“images”) to the Bank with your Mobile Device. The use of this Service is subject to terms set forth herein under the Consumer Mobile Remote Deposit Service Agreement (“Agreement”).

FEES. No charge for this service.

LIMITS. The Bank may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, the Bank may reject your deposit. If Opportunity Bank permits you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

ELIGIBLE ITEMS. You agree to scan and deposit only checks (i.e., drafts drawn on a Domestic bank, credit union, or savings and loan and payable on demand.)

You agree that you will not use Mobile Remote Deposit to deposit:

- Checks drawn on the same account;
- Checks made payable to cash;
- Checks stamped with a “non-negotiable” watermark;
- Checks payable to any person or entity other than you (i.e., 3rd Party-payable to another party and then endorsed to you);
- Checks payable to you and another party who is not a joint owner on the account;
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- Checks that are “stale dated” (more than six months old) or “postdated” (dated later than the actual date);
- Checks that have been previously negotiated;
- Checks that are incomplete;
- Savings Bonds, travelers checks, money orders, or postal money orders; and/or
- Foreign Check issued by a financial institution in another country.

REQUIREMENTS. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), and required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the check within 1 ½ inches from top edge, although we may accept endorsements outside this space. Your endorsement must include **your signature and “For Mobile Remote Deposit”**. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

In the case of multiple payees, if the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

ORIGINAL CHECKS. Once your check image has been credited to your account, you must *securely store the original check for thirty (30) calendar days* after transmission to the Bank and make the original check accessible to us at our request.

Upon our request, you will deliver to us within 10 business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such periods expire, you will destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. Proper destruction of the check will ensure that the check is not mistakenly re-deposited and account information remains secure.

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

RETURNED DEPOSITS. Any credit to your account for checks deposited using Mobile Remote Deposit is provisional. If original checks deposited through Mobile Remote Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check, a paper reproduction of the original check or a substitute check. You also agree to reimburse Opportunity Bank for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without the Bank's approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

Opportunity Bank may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

YOUR WARRANTIES. You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check;
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate;
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid;
- There are no other duplicate images of the original check;
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check;
- You are authorized to enforce and obtain payment of the original check; and
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to the Bank all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

COMPLIANCE WITH THE LAW. You will use Mobile Remote Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

MOBILE REMOTE DEPOSIT UNAVAILABILITY. Mobile Remote Deposit may be unavailable temporarily due to system maintenance or technical difficulties included those of the internet service provider, cellular service provider and

Internet software. In the event that Mobile Remote Deposit is unavailable, you may deposit original checks at our branches, or by mailing them to Opportunity Bank of Montana, PO Box 4999, Helena MT 59604.

FUNDS AVAILABILITY. For purposes of funds availability, Mobile Remote Deposits are considered deposited at a branch of this financial institution. Mobile Remote Deposits confirmed no later than 4:00 p.m. MST on a business day will be credited to your account within 24 hours of receipt. Deposits confirmed received after 4:00 p.m. MST on business days and deposits confirmed received on holidays or days that are not business days, will be credited to your account within 24 hours of the following business day. For consumer deposits, funds will be available as described by our Funds Availability Disclosure.

MOBILE REMOTE DEPOSIT SECURITY. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You agree to notify Opportunity Bank immediately by telephone at 888-750-2265 and with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in the Bank's reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

HARDWARE AND SOFTWARE. You must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. The Bank and/or our service provider(s) may change these specifications and/or requirements from time to time. The Bank is not responsible for any third party software you may need to use the Services. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit.

Opportunity Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

YOUR RESPONSIBILITY. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us. In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. Opportunity Bank and our technology partners, inclusive of, but not limited to, Fiserv Inc, retain all rights, title and interest in and to the Services, Software and Development made available to you.

INDEMNIFICATION OBLIGATION. You understand and agree that you are required to indemnify Opportunity Bank and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable

attorneys' fees and expenses arising from your use of the Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

SERVICE TERMINATION. If you fail to comply with the terms of this Agreement, Opportunity Bank may cancel the Service immediately upon discovery of the breach.

AMENDMENT OF AGREEMENT. Opportunity Bank may, at our discretion, amend this Agreement after providing 30 days advance notice of the amendment(s).

ACCEPTANCE OF AGREEMENT. By accepting this Agreement you agree to the terms set forth herein.