

Please take a few minutes to review the terms and conditions for using Opportunity Bank of Montana Online Banking. In order to use the Online Banking service, you will need to click on the "I Accept" button before you can access your account information. You will only be required to "Accept" the Disclosure once upon logging into Online Banking the first time. **Please read this Agreement carefully and keep a copy for your records.**

Opportunity Bank of Montana  
Consumer Online Banking Agreement and Disclosure Statement

This Agreement and Disclosure explains the terms and conditions governing Opportunity Bank of Montana's Online Banking service. **This Agreement also contains the disclosure required by the Electronic Fund Transfers Act.** In this Agreement, the words "Opportunity Bank", "we," "us," "our" and "Bank" refer to Opportunity Bank of Montana and the words "you" and "your," refer to each person who can access an account through the Online Banking service. When you use this service, or you permit any other person to use this service, you agree to the terms and conditions set forth in this Agreement and any instructions and materials we provide you regarding this service. Online Banking is a service that allows customers to view account information and make transfers to other Opportunity Bank accounts via the Internet. We may at our discretion and without prior notification to you, enter into an agreement to have another party provide the Online Banking service.

Opportunity Bank of Montana Online Banking

**1. Eligibility**

To be eligible for access to the Online Banking service you must have an Opportunity Bank account.

**2. Equipment and Software**

To access the Online Banking service, you will need an Internet connection. You will need to use a secure Internet browser such as Safari 7 or higher or Microsoft Internet Explorer version 9 or higher. Opportunity Bank is not responsible or liable for the performance or operation of your equipment, hardware, software, Internet provider or Internet browser or any part of them.

**3. Accessing Your Accounts**

To access your accounts through the Online Banking service you must be an authorized signer on an account to check the account balance and be an authorized signer on all accounts to affect transfers

**4. Hours of Accessibility**

You may access your eligible accounts through the Online Banking service seven days a week, 24 hours a day. There may be times, however, when the Online Banking services is temporarily unavailable.

**5. Multifactor Login Security**

The Personal Identification Number (PIN) you will use to access the Online Banking service FOR THE FIRST TIME ONLY is the four (4) digit code given to you by an Opportunity Bank of Montana personal banker. You will change your PIN to a Password during your first login to the Online Banking service. Your Password is required to be a minimum eight-digit alphanumeric. You will continue to use a PIN for the 24-Hour Telephone Banking service. To change your Password at any subsequent time, follow the instructions listed in the Profile section of the Online Banking service. For security reasons, we recommend that you memorize your Password. Do not write your Password down or make it available to any other person. You are responsible for keeping your Password and account information confidential. **If you believe your Password has been lost, stolen, or misappropriated, we recommend that you CHANGE YOUR PASSWORD IMMEDIATELY by accessing Profile in the Online Banking service. Then CONTACT US IMMEDIATELY at 888-750-2265.**

In addition to your Password, Online Banking has an additional security layer called Multifactor Authentication. You will be asked to set up security questions in order to regain access to your Online Banking service if you have forgotten your ACCESS ID or Password. Opportunity Bank also utilizes an ACCESS ID to replace the SSN as a means of logging into Online Banking. Your SSN will only be used the FIRST time, then you will create a unique ACCESS ID that is an added layer of security for Online Banking.

## 6. Fund Transfers

Transfers completed after 6:00pm Mountain Standard Time (MST) Monday - Friday will be posted to your account on the next business day. Transfers completed on a weekend or on a holiday may be posted to your account on the next business day if funds are available. You will receive a confirmation number after every transfer you make using the Online Banking service that you should save for your records. You will receive an error message with a confirmation number if a transfer cannot be completed when using the Online Banking service. If you have a question about an error message contact your local branch or email us at [info@oppbank.com](mailto:info@oppbank.com). There is a limit of the available balance in your account plus the available balance in your overdraft protection account (if applicable), whichever is less, on any transfer made through the Online Banking service. YOU ARE RESPONSIBLE FOR ALL TRANSFERS ORIGINATED WITH THE USE OF YOUR ACCESS ID AND PASSWORD INCLUDING FUNDS TRANSFERRED BY AN UNAUTHORIZED PERSON AS A RESULT OF YOUR NEGLIGENCE.

## 7. Transaction Limitations

According to Federal Regulation D, you may not make more than six (6) electronic transfers or withdrawals from a **savings or money market** account to another deposit account or to a third party per monthly statement cycle. This includes pre-authorized or automatic transfers, 24-Hour Telephone Banking telephone transfers, the Online Banking Bill Payment payments, the Online Banking transfers and overdraft protection.

## 8. Opportunity Bank of Montana Online Banking Fees

There is no fee to use Opportunity Bank's Online Banking service.

## Regulation E Disclosure Statement

As a consumer who uses electronic fund transfers (EFT) services, you have certain rights and responsibilities which are defined by the Electronic Fund Transfer Act (15 U.S.C. 1693, Et seq.) and Regulation E of the Federal Reserve Board. One requirement of this act is that all financial institutions must make certain disclosures to all EFT users.

### 1. Periodic Statements

You will receive a monthly statement that shows transactions for any account that has electronic fund transfers (EFT) transactions to or from the account.

### 2. Business Days

Our business days are Monday through Friday, excluding holidays.

### 3. Disclosure of Charges Applicable to Transfers/Transactions

Any fees or charges associated with any of the EFT transactions are listed in our Fee Schedule, which we reserve the right to change from time to time. If an amendment results in increases in the cost or liability to you, decreases in the type of electronic fund transfers available to you, or places stricter limitations on the frequency or dollar amount of transfers, written notice of the amendment will be mailed to your current address as shown on our records at least 21 days before the effective date of the amendment. However, if an immediate change in terms or conditions is necessary to maintain or restore the security of an electronic fund transfers system or account, we will provide written notice of the change to you on the next periodic statement or within 30 days, unless disclosure would jeopardize the security of the system or account.

### Types of Transactions Available Using the Online Banking Service

You can access your accounts 24 hours a day, 7 days a week. You can also pay bills, check balances, transfer funds and export to financial management software packages. If your linked account is a savings or money market account, by law you can only make six (6) preauthorized electronic funds transfers each month. Each electronic fund transfer or payment you make using the Online Banking Service will be counted as one of these six (6) transfers you are permitted to make each month.

### 4. Disclosure of Account Information to Third Parties

We may disclose information to third parties about your accounts if:

- a. It is necessary for completing transfers; or
- b. We have entered into an agreement to have another party provide Online Banking, Online Banking Bill Payment; or
- c. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- d. In order to comply with government agency or court orders; or

- e. If you give us written permission.

## 5. Preauthorized Payments

- a. Right to stop payments and procedures 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. Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request three 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 a fee for each stop payment please see current fee schedule.
- b. Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payments, when it will be made and how much it will be.
- c. Liability for failure to stop payment of preauthorized transfers. 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.

## 6. Liability for Failure to Make a Transfer

If we do not complete a transfer on time or in the correct amount, we will be liable for no more than the amount involved in the transfer that is caused by our failure. However, there are some exceptions. We will not be liable if:

- a. You do not obtain a reference number through the Online Banking service at the time you initiate a transfer; or
- b. There are insufficient funds in your account and/or your overdraft account to complete the transaction through no fault of ours; or
- c. You (or we) have closed the designated account; or
- d. You have asked us to discontinue services or we have discontinued and/or terminated your services; or
- e. The services, your equipment, the communications link, or the software is not functioning properly; or
- f. You have not provided us with the correct information for those accounts to which you designated transfers; or
- g. You (or we) have reason to believe that the transaction is unauthorized; or
- h. The failure was caused by circumstances beyond our control such as fire or other catastrophe, electrical or computer failure, flood, or interference from an outside source, and we have taken reasonable precautions to avoid these circumstances; or
- i. You attempt to complete a transfer that does not meet the requirements for eligible accounts and ownership; or
- j. You have not properly followed the Online Banking service agreement; or
- k. Withdrawals from eligible account(s) have been prohibited by a court order such as a garnishment or other legal process.

## 7. Your Liability for Unauthorized Payments

**If you believe your Password has been lost, stolen or misappropriated, we recommend that you CHANGE YOUR Password IMMEDIATELY by accessing Profile in the Online Banking service or change your PIN in the 24-Hour Telephone Banking main menu. Then CONTACT US IMMEDIATELY at 888-750-2265.**

You could lose all of the money in your accounts (and your maximum overdraft line of credit) if you take no action to notify us of the loss. If you do notify us, your liability will be as follows:

- a. If you contact us within two (2) business days of the loss or your discovery of the loss, you can lose no more than \$50.00 if someone used your password/code without your permission.
- b. If you do not contact us within two (2) business days after you learn of the loss, and we can prove that we could have prevented the loss if you had contacted us, you could lose as much as \$500.00 if someone used your password/code without your permission.
- c. If your statement shows electronic transfers or payments that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed, 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 hospital stay) kept you from telling us we will extend the time period.

**ERROR RESOLUTION NOTICE**  
**In Case of Errors or Questions about your Electronic Transfers**

Please contact Customer Service by using one of the following methods:

**Telephone**  
406-442-3080

**On Location**  
1400 Prospect Ave  
Helena, MT 59601

**By Mail**  
PO Box 4999  
Helena, MT 59604

In Case of Errors or Questions about your account:

Notify us as soon as you can if you think your statement is wrong or if you need more information about a fund transfer or bill payment listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and Account number;
- Describe the error or the fund transfer or bill payment you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- 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 ten (10) Business Days.

*The following paragraph applies to Consumer Accounts only:* We will determine whether an error occurred within **10 business days (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 (20 business days if the transfer 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 (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation within three (3) Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

*Additional Information:* Please also see "What You Need To Know About Overdrafts and Overdraft Fees" disclosure.

**TransferNow the External Transfer Service**

**1. Features and Services**

TransferNow, also referred to as "the Service" or "Service", is designed to allow you to transfer funds to or from Service eligible accounts. You must be enrolled in Online Banking to use the Service which allows you to transfer funds between your linked personal deposit accounts at the Bank and certain deposit or investment accounts owned by you at other financial institutions using an account number and financial institution identifier (e.g. routing and transit or routing number).

Inbound transfers move funds into an account you own at the Bank from an account you own outside the Bank. An outbound transfer moves funds from an account you own at the Bank to an account outside the Bank that is owned by you. Service can be used with certain software and hardware such as a personal computer, smartphone or other mobile device. The use of your software and hardware in conjunction with the Service account transfer information will be captured and delivered electronically.

**2. Eligibility Requirements**

In order to be eligible for the Service:

- You must be an account holder or designated as an authorized signer of an active, eligible account and be approved by the Bank subject to qualification/eligibility criteria described further and on our website

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

- Transfers are available only for consumer accounts and for personal, family or household purposes.
- You can add up to five (5) banks, credit unions, or brokerage accounts eligible for funds transfers. We require verification of account ownership and activation before the Service is available.

### 3. Use of Service

To use the Service:

- You must be enrolled in Online Banking and agree to the Internet or Online Banking and External Transfer Service Agreements.
- You will need to provide certain identifying information about each account in order to register that account for this Service. For inbound transfers, you agree that you will only attempt to register personal accounts that you own or for which you have the authority to transfer funds.
- Delivery speeds for domestic (U.S.) transfers are three (3) business day (Standard) and next business day (Express) transfers. See Section 4 for detailed descriptions of these transfers.
- You agree that you will have sufficient available funds in the designated deposit (from) account to cover all outbound transfers on the date scheduled. If the account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we do elect to initiate the transfer, it may cause an overdraft in your account in which case you shall be liable for the overdraft and any overdraft fees and interest thereon, as set forth in your Deposit Account Agreement and Fee Schedule. If we do elect to initiate the transfer, you agree to pay all related fees as disclosed in your Deposit Account Agreement.
- You agree that the Bank may use any means or routes which we in our sole discretion consider suitable to execute your transfer. Standard and Express transfers may be made through the Automated Clearing House (ACH) processor selected by us or directly to another bank, and you agree will be subject to the National Automated Clearing House Association (NACHA) rules or our agreement with the other bank, in effect at such time, as applicable.
- You will be subject to the terms or instructions which may appear within user guides; and/or other information or documentation that the Bank may provide to you on the website [www.Opportunitybank.com](http://www.Opportunitybank.com) or through other methods.
- Your use of the Service is also subject to, and you agree to comply with, the applicable state and federal rules, laws and regulations which may include: National Automated Clearinghouse Association (NACHA) and other applicable Automated Clearing House (ACH) rules, Electronic Funds Transfers Act (EFTA), Regulation D and other applicable regulations, circulars or agreements; Office of Foreign Asset Control; the Bank Secrecy Act; the USA PATRIOT Act; the Uniform Commercial Code (UCC); and others that may be amended from time to time.
- The Bank reserves the right to reject an enrollment request for any reason, including without limitation potential fraud or misuse, limitations as outlined by the United States Department of the Treasury's Office of Foreign Assets Control, or an incomplete enrollment.
- You may be subject to penalties by the other financial institution, or may suffer negative tax consequences, for certain transactions involving retirement (401k, IRA, etc.), savings, money market accounts, certificates of deposit, trusts, loans, custodial, business, corporate and other types of accounts. It is your responsibility to verify with the external financial institution any restrictions regarding transfers to or from any External Account that you enroll. The Bank is not responsible for direct, indirect, special or consequential costs, fees, losses, penalties, or other damages resulting from External Transfers that are not permitted under restrictions of other financial institutions or those imposed by applicable laws and regulations.
- The Bank is not responsible for any third party hardware or software you may need to use the Service. Any such hardware/software is subject to the terms and conditions of the hardware/software agreement with the third party software provider of the hardware/software for your use.

#### 4. Transfer Service Types Available

Some of the transfer services described below may not be available for certain accounts, customers, or if you access Online Banking through the mobile banking app or mobile web. See current Fee Schedule for applicable fees. In both cases, the completion of a transfer, including the availability of funds in the destination account and access to transaction details, depends how quickly the financial institution updates their accounts after receiving funds transfer information.

##### Types of domestic (U.S.) outbound transfers:

- Standard transfers: Funds will be debited from your Bank account on the business day you direct us to initiate processing of the transfer, and the funds will typically be credited to the receiving account on the third business day after the transfer is initiated.
- Express transfers: Funds will be debited from Bank account on the business day you direct us to initiate processing of the transfer, and the funds will typically be credited to the receiving account on the next business day after the transfer is initiated.

##### Types of domestic (U.S.) inbound transfers:

- Standard transfers: Funds typically will be debited from your account outside the Bank on the business day or express after you direct us to initiate processing of the transfer and the funds will typically be credited to your Bank personal account on the third business day after the transfer is initiated.
- Express transfers: Funds typically will be debited from your account outside the Bank on the business day or express after you direct us to initiate processing of the transfer and the funds will typically be credited to your Bank personal account on the next business day after the transfer is initiated.

#### 5. Qualification, Changes or Discontinuation of Service

The Service has qualification requirements as described below, and we reserve the right to change your qualification at any time without prior notice. We reserve the right to change, suspend, or discontinue the Service, in whole or in part, or your use of the Service, in whole or part, immediately and at any time without prior notice to you. You may also discontinue your use of the Service at any time.

In general, the qualification requirements are:

- Any of your deposit accounts with us must be current or in good standing.
- Your funding account has been open for more than 24 hours.
- You have not had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Bank deposit account during the current or three (3) prior calendar months.
- You have not had any prior transfer canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, fraudulent activity, or any similar reason.

Express transfers are permitted only at our discretion. In addition to the general qualification requirements, we apply minimum limits related to the number and dollar amount of transfers.

#### 6. Transfer Limits

All funds transferred via the Service are subject to Bank review based on to and from accounts, the amount of the transaction, and your relationship with us, successful fraud screening and other factors we may consider from time to time. The limits available to you and your accounts are viewable within the Service window in Online Banking.

- If we determine there are risks associated with a transfer or if we determine you are no longer qualified as described in Section 5, we may delay or cancel the transfer and notify you, or direct you to contact us to provide additional details on the transfer before it is initiated or funds are released.
- We reserve the right to impose limits on the amount(s) and/or number of transfers that you initiate using the Service and to modify such limits from time to time.
- Any transfer initiated on a day that is not a **business day** as described in Section 7 begins processing on the following business day and counts toward the applicable dollar limit for the next business day.
- We may change your dollar limits at any time. Any decrease will be subject to notice, as required by law, but

you agree that we may reduce your limits below the amounts stated above or cancel your transfers without prior notice when you cease to meet qualification criteria as described in Section 5.

- We will use best efforts to provide oral, written or electronic notice to you of rejection of a transfer on the scheduled date of initiation of the transfer; provided, however, that the Bank shall not be liable to you for interest compensation for failure to give such notice.

## 7. Cut-Off Times and Availability of Funds

The cut-off time for Standard transfers is 11:00pm MST on a business day. The cut-off time for Express transfers is 6:00pm MST on a business day. Any transfer initiated after the applicable cut-off time will be considered as being initiated on the next business day. Funds deposited to your account at the Bank using the Service will generally be made available as outlined in Section 4.

A **business day** is Monday through Friday, excluding Federal holidays and other days as posted in our branches or our website at [www.Opportunitybank.com](http://www.Opportunitybank.com).

## 8. Delivery and Receipt of Transfers

The Bank cannot guarantee the timely delivery or return of funds as a result of the failure of another financial institution to act in a timely manner. You agree that all transfers received by us are subject to verification and final inspection by us.

## 9. Initiating, Scheduling and Processing Transfers

Depending on the type of transfer request, you may use the Service to choose delivery speed as described in Section 4 and choose to schedule the transfer on an immediate, one-time future dated or a recurring basis as described below.

- You will be asked to pick the date that you want us to initiate the processing of the transfer. For example, if you direct us to initiate processing an outbound transfer immediately and choose Express delivery, funds will be debited from account with us on the business day you schedule the transfer and typically will be credited to the receiving account on the next business day after the transfer is initiated.
- In addition to choosing the delivery speed, as described above, for domestic transfers one-time future dated or recurring transfers scheduled for a weekend or a non-business day will be processed on the prior business day.
- A transfer remains "In Process" until fully processed and it will appear as "In Process" on the Transfer Activity tab under Send Money To/From My Accounts at Other Banks, or To Someone Else Using an Account Number, within Online Banking.
- Transfers remain "In Process" until the close of business on the day the funds are scheduled to be credited to the receiving account.
- For inbound transfers, Standard delivery speed is available to all consumer customers participating in Transfers under Send Money To/From My Accounts at Other Banks, or To Someone Else Using an Account Number, within Online Banking, but you agree we may cancel a transfer, without prior notice if you no longer qualify for the Service as described in Section 5.

### Domestic U.S. Inbound or Outbound Transfers:

- Can be scheduled on either an immediate, one-time future dated or a recurring basis.  
Processing of one-time domestic transfers may be initiated immediately or scheduled for initiation on a future date.
- Recurring transfers may be scheduled for up to one year in advance.
- The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, you may schedule a \$200 transfer from an account you own at another financial institution to your Bank checking account every week.

## 10. Cancelling Transfers

You can cancel future dated and recurring transfers through the Service. The preferred method for cancelling transfers is via Online Banking on our website [www.Opportunitybank.com](http://www.Opportunitybank.com).

- You cannot submit transfer cancellation requests for transfers that are in the status of “In Process” or “Processed”. Cancel requests must be submitted and received by the following times:
  - One-time future dated and recurring domestic transfers must be cancelled prior to 11:00pm MST on the date processing for the transfer is scheduled to be initiated. After you cancel a future dated transfer, the status changes to Cancelled.
- If you direct us to begin processing a transfer immediately or a transfer's status is “In Process” or “Processed”, you no longer have the right to cancel it. However, the Bank at its option, may attempt to cancel the transaction on your behalf.
- We cannot guarantee successful cancellation for any transfer request that is in the status of “In Process” or “Processed”.
  - The easiest and most convenient method to cancel transfers is via Online Banking; alternatively you may initiate a transfer cancellation request by calling us at 888-750-2265 (M-F, 8am – 5pm MST). If you call, we may also require you to put your request in writing and return to us within 14 days of your call. You may not call and cancel a transfer that is in the status of “In Process” or “Processed”.
  - If you attempt to cancel a payment or transfer in accordance with the above instructions and we do not do so, we will be liable for your losses or damages.

Opportunity Bank of Montana General Disclosure Information

**1. Use of Email**

Correspondence through Email is an efficient and quick means of reaching the Bank and for the Bank to reach its clients. However, Email is not a secure means of communication. Although rare, instances of Email interception and alterations have been documented. YOU ACKNOWLEDGE THE SECURITY LIMITATIONS OF YOUR USE OF EMAIL TO COMMUNICATE WITH THE BANK AND RELEASE THE BANK OF ANY LIABILITY IN THE EVENT YOUR EMAIL CORRESPONDENCE IS COMPROMISED.

**2. New Services and Changes to this Agreement**

Opportunity Bank, may, from time to time, introduce new Online Banking services and/or change the terms and conditions of this Agreement. The Bank reserves the right to change the terms and conditions of this Agreement at any time, which includes the addition or deletion of fees of our Online Banking service. If changes are made, we shall update this Agreement on our website and notify through Email or account statement notification of the change. The change will be posted at least 21 days in advance of the effective date of any additional fees for online transactions, or for any stricter limits on the type or amount or frequency of transactions, or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain security of the service. By using the Online Banking service after the effective date of the change, you agree to be bound by the revised terms and conditions

**3. How to Withdraw Consent**

If you do not consent to receiving Opportunity Bank of Montana’s Online Banking Agreement and Disclosures in electronic form, exit this screen and select the “Decline” button. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as at 1-888-750-2265. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

You agree to notify us of any changes to your email address by logging into Online Banking and choosing "Profile" or by contacting the Bank at 888-750-2265. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, your access and use of Online Banking may be terminated.

**4. Ownership of Website**

The content, including, without limitation, all information, text, graphics, and design, of our website is copyrighted by Opportunity Bank, and the unauthorized use, reproduction, linking or distribution of any part of the website is strictly prohibited.

**5. Assignment**

The Bank may assign this Online Banking Agreement to its Holding Company or to any new, existing, or future



direct or indirect subsidiary of its Holding Company or of the Bank. The Bank may also assign or delegate certain of its rights and responsibilities under this Online Banking Agreement to independent contractors or third parties.

**6. Applicable Law**

Except to the extent that Federal law is controlling, your rights, our rights, and the terms and conditions of this Agreement, this Agreement will be governed in all aspects by laws of the State of Montana without reference to principles of conflicts of laws. Any action brought in a court concerning this Agreement or the Online Banking service must be brought in a proper court in the State of Montana.

**7. Geographic Restrictions**

Opportunity Bank is located in the state of Montana. The service described in this Agreement and all of our credit and deposit services are provided subject to Federal and state law and are only available to new customers who are residents of or businesses located in our geographic markets defined as the cities and counties surrounding our branch offices, and to former and current customers. Some exceptions apply to stockholders of Eagle Bancorp (the holding company of Opportunity Bank of Montana) that are not residents of said areas.

**8. Acceptance**

By pressing the "I Accept" button or by using the Online Banking service you are agreeing to Opportunity Bank of Montana's Online Banking Agreement and Disclosure Statement and you are agreeing to accept delivery of the Agreement and Disclosure electronically. If you desire you may obtain an additional copy of the Agreement and Disclosure at no charge to you by visiting any Opportunity Bank office or printing a copy by going to Opportunity Bank of Montana website, scrolling to the bottom and clicking on the link entitled "Agreement & Disclosures".