

Western National Bank Online Banking Agreement & Disclosure Statement

Please read this Agreement. It contains important information about Western National Bank (hereafter referred to as “Western Bank”) Online Banking and Bill Payment Service. This Online Banking Agreement & Disclosure Statement (“Agreement”) establishes the terms and conditions governing Western Bank’s Online Banking Service, including account access, fund transfers, bill payments, and other online banking services offered. This Agreement is in addition to the terms and conditions described in any Account Agreement, Disclosures, IRA Agreement or any other deposit, loan or credit agreements you have with us, as well as applicable laws and regulations. You understand that by accessing the Service you agree to the terms and conditions described in the Agreement and acknowledge your receipt and understanding of this Agreement.

General Terms and Conditions. In this Agreement, the words “we,” “us,” and “our” mean Western Bank, and the words “you” and “your” mean each person who has an interest in an account or other relationship which is accessible through Western Bank Online Banking Service and any person authorized for such access. The term “Service” refers to Western Bank Online Banking that allows you to perform transactions over the Internet, including optional bill payment service (“Online Bill Payments”), by use of a compatible personal computer. Personal Identification Number is referred to as “PIN” throughout this Agreement. You agree that the provisions of joint ownership apply to Western Bank Online Banking if the account(s) being accessed are jointly owned, and agree that each owner authorizes the other to use the Service. If this Agreement conflicts with another agreement applicable to your accounts, or another agreement has terms that are not addressed in this Agreement, then the other agreement will control and take precedence, unless this Agreement specifically states otherwise. The other agreement will only control with respect to the account or online financial service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding online services or features that appear in the specific agreement for your account or online financial service, but that do not appear in this Agreement, will apply.

Internet Connection, Equipment, and Software. You are responsible for obtaining and maintaining Internet service and the necessary computer equipment, including, but not limited to, a web browser program featuring 128-bit encryption. We do not endorse or provide an Internet Service Provider (“ISP”). If you do not currently have an ISP, you are required to obtain one and monthly charges from your ISP may apply. Software and ISP requirements may change from time to time and may affect your ability to access our services. We are not responsible for any errors, failures, or malfunctions of your computer software or for any computer virus or related problems that may occur with your use of the Service. We encourage you to utilize virus protection software to limit your risk. We are also not responsible for the actions or inactions of your ISP. You understand and agree that use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to your computer systems, networks, and any and all information stored therein. Although the Service operates using a secure connection and encryption, all information transmitted and received through the Internet is subject to unauthorized interception, diversion, corruption, loss, access, and disclosure. We shall not be responsible for any adverse consequences whatsoever of your connection to or use of the Internet, and shall not be responsible for any use by you of an Internet connection in violation of any law, rule, or regulation or any violations of the intellectual property rights of another.

Eligible Accounts. As used in this Agreement, the term, “your Accounts” means collectively the eligible personal Western Bank checking accounts (your “Checking Accounts”), savings accounts (your “Savings Accounts”), time deposit accounts (your “Time Deposit Accounts”), Installment Loans, Overdraft Protection, Personal Line, Home Equity Line, or Mortgage Loan designated by you and approved by us for use with the Service. In order to qualify for Online Bill Payments, you must have a personal checking account with us. If you have more than one checking account with us, you must designate one of them as your primary Online Banking Account, and if you do not do so, we may select a primary Online Banking Account for you. Service fees and Online Bill Payments will be deducted from your primary Online Banking Account. You agree to properly maintain any accounts you have with us, to comply with the rules governing these accounts, and to pay any fees

associated with the use or maintenance of these accounts. Accounts with restrictions may affect our ability to provide the Service. You may not designate any account that requires more than one signature. You recognize that any requirement of verifying two or more signatures on any item, such as checks, will not apply to electronic or telephone transfers, and we will have no liability when making these kinds of transfers without the requisite verification. This means that any person who is an authorized signer on your account is authorized by you to individually make electronic or telephone transfers, even though that person's authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons. This provision controls and takes precedence over any conflicting provision in any other agreements you have with us.

System Availability. The Service, through the website www.wbduluth.com, is accessible 24 hours a day, seven days a week, except when our system is down for maintenance or unforeseeable reasons. Where possible, we will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. During interruptions of service, you may use an ATM, or branch to conduct your transactions.

Termination. You may terminate your use of the Service by providing us with ten (10) Business Days prior written notice at Western Bank, PO Box 16050, Duluth, MN 55816. In addition, before you terminate the Service, you must separately cancel all your Checking and Savings Account transfers and/or Online Bill Payments you scheduled through the Service if you do not want those transfers or Online Bill Payments to be made after your notice of termination of the Service. If you do not cancel your Checking and Savings Account transfers and/or Online Bill Payments before you terminate the Service, those transfers and payments may be made. You will also be responsible for any Online Bill Payments service fees which have not been billed to your primary Online Banking Account. We may terminate your use of the Service, in whole or in part, for any reason, at any time, without prior notice. Your access to the Service may, for example, be terminated if your primary Online Banking Account is closed, if there are insufficient funds in your primary Online Banking Account and you do not have Overdraft Protection, or if access to your primary Online Banking Account is restricted for any reason. Termination will not affect your liability or obligations under this Agreement or for payments or transfers we process on your behalf. However, termination will result in a loss of transaction history information about your accounts and Online Bill Payments payee information stored on the Service.

Security. In order to maintain secure communications and reduce fraud, you agree to protect the security of your Online Banking ID and PIN, Online Bill Payments ID and PIN, or other means of identification ("Codes"). These Codes can be used to access information about your Accounts, transfer money from your Deposit Accounts, and to pay others through Online Bill Payments. **You hereby agree that the issuance and use of the password as well as any security procedures specified in this Agreement or other Account related agreements are commercially reasonable and adequate for your purposes.** You should treat your Codes with the same degree of care and confidentiality that you use to protect other sensitive personal financial data including other PINs, IDs and Passwords. You agree not to give your Codes, or make them available, to any person not authorized to access your Accounts. You are responsible for safekeeping your Codes, and you are solely responsible for maintaining, terminating, and granting Account access to others through control of the Codes. We reserve the right, but undertake no obligation, to block access to the Service to maintain the security of our site and its system, if we reasonably believe that your Codes have been or may be obtained or are being or may be used by an unauthorized person(s). Additionally, under no circumstances will a Western Bank employee request your Codes, including your PIN or ID, via the Internet, e-mail, or by any other means. **DO NOT** respond to such a request even if the individual claims to represent Western Bank. You should not send confidential information via the Internet or E-mail. If you disclose your Codes to anyone, that person may be able to access your private Account information and will be deemed to be your authorized user. You may change your password as often and as many times as you desire. If you suspect your password or any other Code has been compromised, change your password immediately. Western Bank may terminate your Online Services access if we believe your password or other Codes have been compromised.

The Service. Subject to the terms and conditions of this Agreement, you may access the following account information along with the following transactions:

- review and print transaction registers and statements for your Checking and Savings Accounts
- confirm deposits and withdrawals posted to your Checking and Savings Accounts

- transfer funds between your Checking and Savings Accounts (Refer to the Account Transfers section for limitations which may apply)
- obtain account related information such as current balances, loan payment amounts, payment due dates, and certificate of deposit maturity dates
- make payments from your Checking and Savings Accounts to your loan accounts
- obtain advances from your eligible line of credit accounts
- download transaction history for your accounts to certain financial management programs, spreadsheets, and word processors that you may have on your PC (we do not warrant that the Service is compatible with any particular financial management programs, spreadsheet, and/or word processing program and you understand and agree that the transaction histories for your accounts that you access through the Service reflect activity through the close of the previous Business Day)
- if you elect to use Online Bill Payments, schedule and make bill payments from your designated Checking Account to us and your payees
- ask us questions about the Service using e-mail

You may not use the Service to: Close or renew your Time Deposit Accounts or withdraw or transfer funds to and from your Time Deposit Accounts.

Account Transfers. You may transfer funds to and from your Checking and Savings Accounts as long as you have sufficient funds available to complete the transfer. Transfers from your Checking and Savings Accounts may not be completed if you do not have sufficient funds in you Checking or Savings Accounts to do so. Requests made after 4:00 p.m. Central Time or on a non-Business Day will be considered to be made the next Business Day. Requests to transfer funds between Accounts will not result in immediate funds availability because of the time required to process the files. If there are not available funds in the Checking or Savings Account from which a transfer is being made, you will be notified by a message stating “Funds are not available to complete the transfer and the transfer will not be processed.” Your ability to make a transfer from your savings accounts and money market accounts is restricted by Federal Reserve Board Regulation D. For each of your savings accounts and money market accounts, you are prohibited from making more than six preauthorized transfers per month. Preauthorized transfers include transfers made through the Service. The following transfers do not count toward your limit:

- transfers from your Western Bank savings account or money market account to repay any amount owed to Western Bank for loans and associated expenses.
- transfers from one of your accounts to another if made by mail, messenger, ATM, or in person, or
- withdrawals authorized by you by telephone or online if the funds are mailed to you by check.

Once a savings or money market account has been violated the Regulation D limit rules, Western Bank will contact you by mail. If the violation continues, we will be forced to convert the account to a transaction type account.

Additional Service Limitations. The following limitations on online transactions may apply in using the specific services listed above:

- **Account Information.** The Account balance and transaction history information may be limited to recent account information involving your Accounts. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM and other electronic transactions and our Funds Availability Policy.
- **E-mail.** Western Bank may not immediately receive email communications that you send and Western Bank will not take action based on e-mail requests until Western Bank actually receives your message and has a reasonable opportunity to act. If you need to contact Western Bank immediately regarding an unauthorized transaction or stop payment request, you may call Western Bank at (218) 723-1000 for the Duluth office or (218) 335-4131 for the Cass Lake office.

Western Bank Alerts Terms and Conditions – Duluth customers.

- **Alerts.** Your enrollment in Western Bank Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your Western Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Western Bank reserves the right to terminate its alerts service at any time without prior notice to you.
- **Methods of Delivery.** We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Western Bank Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.
- **Alerts via Text Message.** To stop alerts via text message, text "STOP" to 96924 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Western Bank Online Banking. For help with SMS text alerts, text “HELP” to 96924. In case of questions please contact customer service at (218) 723-1000. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.
- **Limitations.** Western Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Western Bank’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Western Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.
- **Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

Western Bank Alerts Terms and Conditions – Cass Lake customers.

- **Alerts.** Your enrollment in Western Bank Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your Western Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Western Bank reserves the right to terminate its alerts service at any time without prior notice to you.
- **Methods of Delivery.** We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Western Bank Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.
- **Alerts via Text Message.** To stop alerts via text message, text "STOP" to 99588 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Western Bank Online Banking. For help with SMS text alerts, text “HELP” to 99588. In case of questions please contact customer service at (218) 335-4131. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.
- **Limitations.** Western Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Western Bank’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Western Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.
- **Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

Online Bill Payments Service. If you choose to enroll to receive the Online Bill Payments service, the following additional terms and conditions apply:

- **General.** The Online Bill Payments service allows you to schedule bill payments through the Online Banking Service. Subject to any regulatory or Western Bank imposed limits on usage, you can arrange, at your option, for the payment of your current and future bills from your designated Western Bank checking Account (“Bill Pay Account”). You cannot use our Online Bill Payments services to make payments on loans or lines of credit accounts at Western Bank. You must be enrolled in the Online Banking Service to use our Online Bill Payments services. You can arrange, through your computer or other permissible electronic device, for payment to occur either electronically (“Electronic Payment”) or as an automatically generated paper check (“Check Payment”), as described in greater detail below. There is no limit to the number of payments that may be authorized and you may pay any merchant or individual in the U.S. approved by us (or our licensors) for payment through the Online Bill Payments service. While you initiate payments electronically, they are ultimately paid via an automated clearinghouse (“ACH”) network or by a paper check. Payments delivered over an ACH network are governed by the rules and performance standards of that network. We reserve the right to refuse to pay certain payees, at our sole discretion. By furnishing the names of your payees/merchants and their addresses, you authorize Western Bank and its licensors to follow the payment instructions you provide for those payees/merchants. When payment instructions are received, funds will be remitted from the selected Account, to the appropriate payee on your behalf on the day that you request in accordance with the terms hereof (“Payment Date”). In some instances, the Online Bill Payments service may submit payments to the best-known payee address. The Online Bill Payments service is intended only for your use as a subscriber for such service. Any attempt to use the Online Bill Payments service to process payments for third parties is prohibited and grounds for termination of the Online Bill Payments service. Western Bank may use nonaffiliated third parties acting on our behalf to process payments submitted through the Online Bill Payments service.
- **Scheduling Payments.** You may schedule single payments up to three hundred sixty-five (365) days in advance of the payment date. Payments made through the Online Bill Payments service require sufficient time for your payee to receive your payment and credit your account properly. To avoid incurring finance or other charges imposed by your payee, you must schedule a payment sufficiently in advance of the Payment Date. There will be a delay between the date your payment begins processing and the Payment Date. Additionally, some payees may not credit your balance with them on the same day they receive payments through the Online Bill Payments service. You acknowledge scheduling a Payment Date in advance of the due date helps mitigate risk associated with delayed credits by the payee and agree to schedule such advanced payments where possible. **YOU MUST SCHEDULE THE PAYMENT IN ACCORDANCE WITH THE PAYMENT RULES THAT ARE DISPLAYED ON THE PAYMENT SCREENS OF ONLINE BANKING SERVICE.**

We will generally process your Payment Requests as Electronic Payments, which will generally be paid on the next Business Day, but certain payees are not able to receive Electronic Payments. If your scheduled payee cannot receive Electronic Payments, we will send a Check Payment to the payee’s billing address, which generally takes up to four (4) Business Days for the payee to receive the Check Payment. The Online Bill Payments service includes a payment calendar to help determine the available Payment Dates, which must be (i) a Business Day and (ii) no greater than three hundred sixty-five (365) in the future. Additionally, you can request an expedited Check Payment by 1 p.m. CST to certain payees pursuant to which the Check Payment generally will be delivered through an overnight delivery service of our choice (“Expedited Check Payment”) on the next Business Day (additional fees apply). Expedited Check Payment requests received after 1 p.m. CST generally will be delivered on the second Business Day. Bank will send you an email message containing a tracking number regarding such Expedited Check Payment that you can use to determine when the Expedited Check Payment is actually delivered. Expedited Check Payments are only delivered to street addresses in the continental United States. Expedited Check Payments are not available for delivery to post office boxes; military addresses (APO or FPO); addresses in Alaska, Hawaii or Puerto Rico; or certain other locations or payees.

- **Processing Payments.** We only process Check Payment and Electronic Payment requests (“Payment Requests”) on Business Days. Payment Requests received on a day that is not a Business Day will be processed the next Business Day.

For Payment Requests funded by a Bill Pay Account, we will not be obligated to make a payment unless your Bill Pay Account and/or linked overdraft protection plan has sufficient funds or available credit to pay the bill on the date the Payment Request is processed.

We are not responsible to ensure sufficient funds exist in your Bill Pay Account to cover the Payment Request and you are solely responsible to provide funds to pay each Payment Request. If you close one of your Bill Pay Accounts, we may, in our sole discretion, cancel pending payments associated with that Bill Pay Account.

- **Timing of Fees and Payments.** If we cover or pay the Payment Request for a Bill Pay Account funded payment, your Bill Pay Account will be assessed a fee as set forth in any schedule of fees provided in writing by us, as may be amended from time to time, which will vary depending on the action taken (see your Western Bank Fee Schedule for overdraft protection fees and overdraft fees). Electronic Payments are withdrawn from your Account on the Payment Date. Check Payments are withdrawn from your Account, at our sole discretion, either (i) on the Payment Date or (ii) when the payee deposits the check.
- **No Duty to Monitor Payments and Statement Entries.** We do not have any duty to monitor the payments that are made through the Online Bill Payment service. When you receive your Account statement, payments made through Online Bill Payment services generally appear as electronic withdrawals (similar to ATM withdrawals) even if Online Bill Payment services generates a Check Payment. However, some payments made through Online Bill Payment services appear on your Account statement just as your other checks, except that the sequence numbers on such payments are generally higher than the sequence numbers on your other checks.
- **Adding, Editing, or Deleting Payment Requests.** You may add, edit, or delete any Payment Request until no later than the time the Payment Request would otherwise be processed as described above. You can add, edit, or delete any Payment Request by using Online Bill Payment services or by calling 1-800-877-8021. Payments that are in process cannot be edited, deleted or otherwise stopped.
- **Bank Errors.** If we do not properly complete a Payment Request on time or in the directed amount, we (or our Licensors) will pay any late-payment-related fees up to fifty dollars (\$50) that you reasonably incurred as a result as long as your Bill Pay Account was in good standing with the payee and you were otherwise in compliance with this Agreement prior to this incident. Except as stated in this Agreement, any stop payment provisions of an agreement otherwise governing your Bill Pay Account that is applicable to checks will also apply to Online Bill Payments services. We will not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. We will also not be liable if there are insufficient available funds or credit availability in your Bill Pay Account and/or overdraft protection plan, if a legal order directs us to prohibit withdrawals from the Bill Pay Account, if the Bill Pay Account is closed or frozen, or if any part of the electronic funds transfer system network is not working properly.
- **Accounts Accessible By More Than One Person.** Joint account holders may use the same account as their funding account for their individual Online Bill Payments services. As such, each account holder has the same right of access to account activity such as notifying us of suspected loss or fraud or canceling the Online Bill Payments service, etc. Each such owner, signatory, joint owner or authorized user may individually enroll in Online Bill Payments services (“Enrolled Person”). You agree to enroll each Enrolled Person separately and ensure each is assigned a unique password. Each Enrolled Person will have his/her own payee list and payment history if properly enrolled.

- **Termination of Online Bill Payment services.** If we terminate your Online Bill Payments service, your online bill payment information may be lost and all pending payments may be canceled. If you decide to terminate the Online Bill Payments service, we strongly suggest that you cancel all future bill payments at the same time that you cancel the Online Bill Payments service, by deleting those payments yourself using the Online Bill Payments service. This will ensure that future payments made by you will not be duplicated. We may automatically delete all outstanding Payment Requests once we have been notified that your Online Bill Payments service has been terminated. Termination of the Online Bill Payments service will not automatically close your Bill Pay Accounts.

No Signature Required. When using the Online Services to make transfers from credit accounts, you agree that we may take any action required to obtain cash advances on your behalf, including charging a linked credit account at Western Bank or at an affiliate, without your signature.

Virus Protection and Phishing. Western Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as “malware”, “keystroke loggers”, and/or “spyware”), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or the Online Services. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and we are not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. We encourage you to routinely scan your personal computer and electronic storage media using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. Further, you acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against email fraud and other Internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing” and “pharming”). You acknowledge that we will never contact you by email in order to ask for or to verify Account numbers, security procedures, or any sensitive or confidential information. In the event you receive an email or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree that you shall not respond to the email, provide any information to the email sender, click on any links in the email, or otherwise comply with any instructions in the email. You agree that we are not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, email, or Internet fraud.

Disclaimer Of Warranties.

To the fullest extent permitted by law, we make no warranties of any kind for the Service, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that the Service will be uninterrupted or error free, that defects will be corrected, or that our Website that makes the Service available is free of viruses or other harmful components.

Limits On Our Liability And Obligations To You.

In no event will Western Bank or any of its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable for any consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service) indirect, incidental, special or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with this Agreement, the Service, or the inability to use the Service, even if advised of the possibility of such damages. Except as specifically provided in this Agreement or otherwise required by applicable law, we (and our service providers or other agents) will not be liable for any loss or liability you may incur resulting in whole or part from any failure or misuse of your equipment, or software provided by an external company such as an Internet browser provider, an Internet access provider, an online service provider or an agent or subcontractor of any of them, or any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to the Service. We will not be obligated to honor, in whole or in part, any transaction or instruction which: (1) is not in accordance with any term or condition of this Agreement or any other agreement applicable to the relevant online financial service or account, (2) we have reason to believe may not be authorized by you or any other person whose authorization we believe is necessary, (3) involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction, (4) would violate any applicable provision of any risk control program of the Federal Reserve or the Office of the Comptroller of the Currency, or

any applicable rule or regulation of any other federal or state regulatory authority, (5) is not in accordance with any other requirement of our policies, procedures or practices, or (6) we have other reasonable cause not to honor for our or your protection. In no event will Western Bank be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

Your Agreement To Indemnify Us.

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable account or online financial service, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- any fraud, manipulation, or other breach of this Agreement or the Service;
- your violation of any law or rights of a third party; or
- the provision of the Service or use of the Service by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you.

Authorized Representatives for Business Accounts. If you are a business, in addition to any Authorized Representatives appointed pursuant to this Agreement or the applicable Service Documentation, any authorized representatives of your business is authorized on such terms, conditions, and agreements, as we may from time to time require, to:

- enter into this Agreement, as amended from time to time,
- access each account of yours in any manner and for any purpose available through the Service, whether now available or available in the future, and
- use any online financial service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

Assignment. You may not assign this Agreement, or any of your rights or responsibilities under this Agreement to any other party. We may assign this Agreement, or any or all of our rights and/or responsibilities under this Agreement, or delegate any or all of such rights and responsibilities to any third party or parties.

Other Terms. We reserve the right to change the charges, fees, or other terms described in this Agreement. When changes are made to any fees, charges, or any other material terms, we will update this Agreement and either send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of:

- any additional fees for online transactions, or for any stricter limits on the type, amount, or frequency of transactions,
- any increase in your responsibility for limits on the type, amount or frequency of transactions, or
- any increase in your responsibility for unauthorized transactions,

unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. In any legal action or claim regarding this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.