

Online/Mobile Banking Terms & Conditions

First International Bank & Trust

October 2021

Your Consent is Required

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

Prerequisites for Online/Mobile Banking Enrollment

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

- An eligible Financial Account (checking, savings, CD, loan or credit card) with FIBT.
- An active and valid email address that can be used for online/mobile services communications, including but not limited to: online access verification, suspected fraud alerts, and confirmation of money movement transactions.
- Ability to create a unique username and password that will be used to access Online/Mobile Banking.
- A personal computer or other electronic device that is capable of accessing the Internet and is running one of the last two major versions of a compatible and supported operating system and browser (Apple Safari, Google Chrome, Microsoft Edge or Mozilla Firefox).
- Sufficient electronic storage capacity on your device's hard drive or other data storage unit.

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

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

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

By registering for Online/Mobile Banking, you affirmatively consent to receiving FIBT's Privacy Policy, EFT Disclosure, instructions and Online/Mobile Banking product information for your enrolled account(s) via electronic means. After you complete registration for Online/Mobile Banking, you will be given the option to enroll in our eNotification services, at which time you may consent to the electronic delivery of your account statements and/or notices as further outlined in our [e-Sign Disclosure](#).

Usage of Online/Mobile Banking Services

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

Definitions

- "We," "our" and "us" mean First International Bank & Trust ("FIBT"), and its affiliates, successors and assigns.
- "You" and "your" mean each account owner or owners and anyone else with access to the account to perform transactions or receive services covered by this Agreement.
- "Account" means the financial account established primarily for personal, business, family or household purposes

- “Online/Mobile Banking” means the products and services outlined in this Agreement, which allow you access to your information and to conduct transactions through the Internet. This includes online banking, online bill pay, Zelle®, internal transfers, mobile banking, alerts, lockbox services, positive pay, ACH, wire services, merchant capture and any other electronic method we introduce in the future.
- “Service Providers” means a processor or other third party that we have engaged to provide services in connection with Online/Mobile Services. You agree we have the right to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement.

Eligibility for Online/Mobile Banking Enrollment

- Self-enrollment in Online/Mobile Banking is meant primarily for personal access, but small businesses may use Online/Mobile Banking provided they enroll under your name (not the business name). You acknowledge that all terms and conditions under this Agreement and the terms and conditions of any related services, such as Zelle® or Bill Pay, apply to your small business use, including but not limited to standard mobile check deposit limits and Zelle® consumer limits for standard and within minutes payments.
- Any authorized signer on an active account may enroll in Online/Mobile Banking, including minors. In compliance with the Children’s Online Privacy Protection Act (COPPA), personal information, including an email address and Social Security number (“SSN”), is required to enroll in Online/Mobile Banking and follows FIBT’s [Privacy Policy](#). Certain features, such as Bill Pay, Zelle® and transfer capabilities may be disabled due to the minor not being able to enter into a legal contract for money movement.
- Foreign customers may require bank assistance in setting up first-time access due to documentation on file with FIBT.

Your Responsibility as an Online User

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

are not limited to Bill Pay check imprinting, Zelle® and Online Address Change requests. It is our recommendation that each account holder create their own personal Online/Mobile Banking access so as to not disrupt services.

- Contact us at the number listed at the end of this Agreement if you would like to change your password; or you believe that your password or other means to access Online Services has been lost or stolen.

- **Accessing account(s)**

- The account information listed on the account screen is not a substitute for your official periodic account statement or other correspondence you may receive from FIBT. Any legal notices you normally receive will continue to be sent by mail or delivered electronically in accordance with your account preferences.
- **Data Synchronization** – we will make every effort to ensure that your use of any of the Online/Mobile Banking services is synchronized between the various access methods. There may be instances where the information from an Online/Mobile Banking services transaction is delayed or different from what is available at a traditional branch (or vice versa). In the event of any discrepancies, the account information provided at a branch location will control. You agree that neither we nor our service providers will be liable for any errors or delays in the content provided through Online/Mobile Banking, or for any action taken in reliance thereon.
- You may access Online/Mobile Banking on a mobile device using Online Banking or our Mobile App available on Android and iOS. We reserve the right to modify the scope of Online/Mobile Banking at any time and you agree that some or all of the Online/Mobile Banking may not be accessible or may have limited utility. Subject to your compliance with this Agreement, you are hereby granted a personal limited license to download, install and use our mobile application software on your mobile device within the United States and its territories. This license will be revoked immediately upon your breach of this Agreement or written notice to you at any time, with or without cause.
- To ensure adequate protection for your transactions and personal information available within our Online/Mobile Banking, it is recommended that you do not access Online/Mobile Banking from any unsecured connection such as public Wi-Fi networks. Generally, any Internet connection that does not require a password is unsecure. If you choose to access your Online/Mobile Banking via an unsecure network, you do so at your own risk.
- You are solely responsible for ensuring that you have up-to-date software including any necessary security patches and appropriate firewall and anti-virus protection.
- You agree we have no liability for any viruses, worms, Trojan horses or other similarly harmful components that may enter your computer or mobile device directly or indirectly or through any links.
- You agree that by using the Online/Mobile Banking, information about your banking accounts and transactions will be transmitted over the Internet. You agree that we will have no liability to you if an unauthorized third party obtains information about you or your accounts and transactions despite reasonable precautions we have taken to prevent such occurrences.
- You agree it is your responsibility to safeguard and protect any and all account information you download from Online/Mobile Banking.

- **Account limitations & restrictions**

- FIBT limits certain types of withdrawals and transfers made from a money market account to no more than six (6) per monthly statement cycle. This includes withdrawals made by check or draft to third parties, debit or ATM POS purchases, preauthorized withdrawals and transfers made by phone, online, bill pay, wire or facsimile. Exceeding the transaction limitations will result in a fee for each over-the-limit transaction.
- Online account access can be restricted at the request of owner/signers on the account, but may affect online access for all owner/signers on the account.
 - Minor access can be restricted, but only at the request of a parent or legal guardian.

- In the event there is suspected fraud activity, Online/Mobile Banking may be suspended solely at FIBT's discretion. The FIBT Fraud Department will make every attempt to contact you, however, it is your responsibility to have accurate contact information on file with FIBT.
- Should you fail to utilize Online/Mobile Banking for a period of one (1) year – your authorization will be deleted and you will need to re-enroll.
- You authorize us to withdraw, debit or charge the funds from your designated accounts in order to complete all of your requested transfers and payments. When you use Online/Mobile Banking to make transfers from credit accounts, you agree that we may take any action required to obtain credit advances on your behalf, including charging your linked credit account without your signature. Each transfer from a credit account is treated as a credit advance from that account and is subject to the terms of your Credit Agreement.

Acceptable Use of Online/Mobile Banking

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

- Any activity that interferes in any manner with the provision, security, or the customers of the Online/Mobile Banking;
- Any activity that violates any law, statute, ordinance or regulation;
- Any activity that imposes an unreasonable or disproportionately large load on our network infrastructure;
- Any attempt to monitor or copy Online/Mobile Banking or its services;
- Any attempt to bypass technology protecting the Online/Mobile Banking;
- Any transmission of junk mail, spam or unsolicited materials; or
- Any transmission or dissemination of material that would expose us or any third-party provider to actual or potential liability.

Reporting Unauthorized Transactions

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

Other Online/Mobile Banking Services Available

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

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

Alerts

Your enrollment in FIBT Online/Mobile Banking includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your FIBT account(s). Alerts are provided within the following categories:

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

Account Alerts and Additional Alerts must be managed and/or added online through Online/Mobile Banking. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. FIBT 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 FIBT Online/Mobile Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers of the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device’s number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text “STOP” to 67669 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in FIBT Online Banking and click the box next to your mobile number for the Alerts you’d like to receive again. For help with SMS text alerts, text “HELP” to 67669. In case of questions please contact customer service at 1-800-359-8092. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

By providing us with a telephone number for a mobile device, you are expressly consenting to receiving communications- including but not limited to pre-recorded and artificial voice messages and text messages – from us and our affiliates and agents. This applies to each such telephone number that you provide now or in the future and permits such calls for non-marketing purposes. You may incur fees from your mobile services provider for such calls and text messages.

Limitations. FIBT provides Alerts as a convenience to you and for informational 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 FIBT’s control. We neither guarantee to delivery nor the accuracy of the contents of each Alert. You agree to not hold FIBT, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys’ fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your password or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

Contact Info

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

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