



ONLINE BANKING AGREEMENT

Cash Management, Online Banking and/or Bill Payment Services

The first time you access your accounts through Online Banking, you agree to be bound by the terms and conditions of this Online Banking Agreement ("Agreement") and acknowledge its receipt and your understanding of its terms.

Introduction - This Agreement explains the terms and conditions for accessing accounts and conducting transactions at Twin River Bank ("we", "us", "our", and "TRB") via our Online Banking site(s) ("Online Banking"). As used in this Agreement, the terms "you" and "your" refer to each person signing an Online Banking Application.

Benefits of Online Banking - Through Online Banking, you can manage eligible accounts from your home or office on a personal computer. Online Banking can be used to conduct any of the following "Online Financial Services":

- Obtain balances and transaction histories on all eligible accounts enrolled in Online Banking.
- Transfer money between eligible accounts (The number of transfers you can make from account is limited as described in the applicable account agreement. In addition, if a hold is placed on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires); transfer money to pay TRB for overdraft protection, consumer loans, home equity loans, or certain other eligible loans; and pay bills to any merchant, financial institution or an individual with a U.S. address.

We may, from time to time, introduce new Online Financial Services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

Security & Protecting Your Account - We are strongly committed to protecting the security and confidentiality of your account information. We use several techniques to help secure our Online Banking service, including the following:

- Online Banking is accessible only through commonly used, supported, and up-to-date web browsers that meet current security standards.
- Your account numbers are never displayed in full; only the last 3 digits can be viewed.
- If no action is taken for 10 minutes, you will be automatically logged off the Online Banking service.

Requirements for Access - To access Online Banking, you must use a commonly used, supported, and up-to-date web browser that meets current security standards. We recommend enabling automatic browser updates to ensure you have the latest security enhancements.

In addition to compatible software, you must have an Online Banking ID, a password and eligible accounts at Twin River Bank. Accounts requiring two or more signatures to authorize withdrawals, transfers, or other transactions may not be eligible for Online Banking access.

Authentication & Logon Credentials

Your Online Banking ID and password are required to access TRB Online Banking services.

Your password provides access to TRB accounts via Online Banking. We are entitled to act on any instructions received using your credentials. For security purposes, you should memorize your password and not write it down. You are responsible for keeping your password and account information confidential.

We recommend that you change your password regularly to help reduce the risk of unauthorized access. Your password may be changed through the Online Banking site.

If you give someone your Online Banking ID or password, you are authorizing that person to use Online Banking and related services. You are responsible for all transactions performed using your credentials, even if you did not intend or authorize them. Fraudulent transactions initiated using your credentials will be charged against your account(s).

Multi-Factor Authentication (MFA)

To help protect your Online Banking access and account information, TRB utilizes Multi-Factor Authentication ("MFA"). MFA

requires you to verify your identity using at least two forms of authentication when accessing Online Banking, which includes something you know (such as your Online Banking ID and password or password) and something you have or control (such as an authentication application on a trusted mobile device).

TRB requires the use of an approved authentication application to generate time-based one-time passcodes (TOTP) and/or approve login requests. You agree to download, install, and use the Bank-approved authentication application on a compatible and supported device as a condition of accessing Online Banking services.

You are responsible for maintaining access to your authentication device and ensuring the authentication application remains active, updated, and properly configured. Loss, replacement, damage, or inability to access your authentication device may result in temporary or restricted access to Online Banking until identity verification is completed.

You agree to promptly notify TRB if your enrolled device is lost, stolen, replaced, or you believe it has been compromised in any way.

TRB may require additional identity verification at its discretion for certain transactions, login attempts, or security-related events. TRB reserves the right to modify authentication requirements and approved authentication methods at any time to maintain the security of Online Banking services.

You are responsible for safeguarding your login credentials and authentication device. You agree not to share authentication codes, approval requests, or device access with any unauthorized person. TRB will never contact you requesting an authentication code for login or transaction approval purposes.

Accessibility - You can usually access Online Financial Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Online Banking or Online Financial Services may not be available due to system maintenance or reasons beyond TRB's control. TRB does not guarantee that Online Banking or Online Financial Services will always be available. When unavailable, you may use an automated teller machine (ATM) or a TRB branch office to conduct your transactions. All transaction(s) must be submitted to Twin River Bank by the cut-off times noted below to allow processing on the Effective Entry date:

	<u>Cut Off Time</u>	
E-mail Messages	4:00 PM PST	SAME banking day processing
Stop Payments	4:00 PM PST	SAME banking day processing
Internal Account Transfers	5:00 PM PST	SAME banking day processing
Wire Transfers	12:00 Noon PST	SAME banking day processing
Transactions done after the cut-off times above will be processed with the next banking day's work.		

ACH	4:00 PM PST	NEXT banking day processing
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ACH Payments need to be submitted the prior banking day to have an effective date of the next banking day.
EXAMPLE: ACH submitted on Tuesday will have an effective date of Wednesday (or later if you use a later effective date).

Twin River banking days include all days except Saturdays and Sundays and the following standard holidays that are observed by the Federal Reserve Bank in San Francisco:

New Year's Day	Juneteenth National Independence Day	Veterans Day
Martin Luther King Jr. Day	Independence Day	Thanksgiving Day
Presidents Day	Labor Day	Christmas Day
Memorial Day	Columbus Day	

Restrictions - You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Online Banking or Online Financial Services. You may not gain, or attempt to gain, access to any Online Banking and/or Online Financial Service server, network or data not specifically permitted to you by TRB or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with TRB or its suppliers.

Bill Payment Service. The Bill Payment service allows you to schedule bill payments through Online Banking. TRB does not provide the service directly. Instead, you entered into an agreement with a bill payment provider to provide the bill payment services directly to you. Subject to any regulatory or TRB-imposed limitations on usage, you can arrange, at your option, for the payment of your current, future and recurring bills from a checking account or a money market checking account. There is no limit to the number of payments that may be authorized and you may pay any merchant or individual approved by the bill payment provider. While payments are initiated by you 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.

By furnishing the names of your payees/merchants and their addresses, you authorize the bill payment provider 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 ("Payment Date"). However, there is no obligation to make requested payments unless your account and/or overdraft protection plan has sufficient funds or credit availability to pay the bill as of the Payment Date. Funds for bill payments will be withdrawn from your account on the applicable Payment Date.

TRB and its Bill Payment provider reserve the right, at their discretion, to implement security features to reduce risk of loss. These may include requiring pre-authorized drafts, verifying funds through an ATM network, and separating debits from credits so that payments are not sent until after good funds are received.

Responsibility - Neither TRB nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibit withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Online Banking or Online Financial Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Online Banking or Online Financial Services; (ix) you knew that Online Banking and/or the Online Financial Services were not operating properly at the time you initiated the transaction or payment; (x) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

Fees and Charges - You must promptly pay the fees and charges for use of the Online Financial Services described in this Agreement. Unless otherwise specifically indicated, all fees shall be deducted automatically on a monthly basis from a payment account you designate at TRB. In the event your payment account has insufficient funds to cover any fees, TRB may deduct the fees from any other account you have at TRB in any order it chooses. If you close the designated payment account, you must notify TRB and identify a new payment account for the selected Online Financial Services. Additionally, if you close all TRB accounts, you must notify TRB and cease all use of the Online Financial Services. If fees cannot be collected from any of your accounts, TRB may cancel all or some of your Online Financial Services. After cancellation, TRB may reinstate some or all of the Online Financial Services, at its discretion, if you deposit sufficient funds in your account(s) to cover any accrued fees and pending transfers or debits. You are solely responsible for any telephone or Internet service provider charges incurred when using the Online Financial Services.

Unauthorized Transactions – CONSUMER ACCOUNTS ONLY - You should notify us immediately if you believe anyone has improperly obtained your password or if you suspect any fraudulent activity in your account(s). If your password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than \$50. If you do not tell us within the two (2) business day period, you could lose as much as \$500 if we could have stopped the use of your accounts had we received notice in a timely manner. You should contact us, or the bill payment provider, as applicable, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you fail to notify us within the sixty (60) day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please: (i) tell us your name and account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; and (iii) tell us the dollar amount of any suspected error. Generally speaking, we will tell you the results of our investigation within ten (10) business days, or twenty (20) business days, in the case of point of sale or international transactions, after we hear from you. However, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not credit your account. If we confirm an error, we will correct your account record within ten (10) business days, or twenty (20) business days in the case of point of sale or international transaction. If we determine that there was no error, we will send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

Electronic Mail (E-mail) - Sending E-mail is a very good way to communicate with TRB regarding your accounts or the Online Financial Services. However, your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail to TRB. You cannot use e-mail to initiate Online Financial Service transactions. All such transactions must be initiated using the appropriate functions within the Online Banking site. TRB will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

Disclosure of Information - Information submitted to TRB or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by TRB or prohibited by law.

Links to other Sites - Information that TRB publishes on the World Wide Web may contain links to other sites and third parties may establish links to TRB's site. TRB makes no representations about any other website that you may access to, from or through this site. Unless expressly stated in writing, TRB does not endorse the products or services offered by any company or person linked to this site nor is TRB responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

Virus Protection - TRB is not responsible for any electronic virus that you may encounter using Online Financial Services. We encourage you to routinely scan your computer using reliable virus protection products to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

Damages and Warranties - In addition to the terms previously disclosed, TRB is not responsible for any losses, errors, injuries, expenses, claims, attorneys fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Online Banking or the use of the Online Financial Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by TRB or one of its suppliers. In addition, TRB disclaims any responsibility for any electronic virus(es) Customer may encounter after installation of such software or use of Online Banking or the Online Financial Services. Without limiting the foregoing, neither TRB nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. TRB and its suppliers provide Online Banking and Online Financial Services from their own sites, and they make no representation or warranty that any information, material or functions included in Online Banking or the Online Financial Services are appropriate for use by you in your jurisdiction. If you choose to use Online Banking and/or the Online Financial Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither TRB nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, the Online Financial Services, or contained in any third-party sites linked to or from TRB's website. TRB MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, ONLINE FINANCIAL SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. TRB DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

Indemnification - Customer shall indemnify, defend and hold harmless TRB and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customers negligence; (ii) Customers failure to comply with applicable law; or (iii) Customers failure to comply with the terms of this Agreement.

Additional Remedies - Due to the likelihood of irreparable injury, TRB shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

Termination and Changes in Terms - TRB reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you by 1) electronic mail; 2) physical mail at the address shown in our records; and/or 3) update of our website.

Applicable Rules, Laws, and Regulations - You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Idaho, USA, as well as the federal laws of the USA. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Nez Perce County, Idaho, USA. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorneys fees, costs, and expenses.

Assignment - TRB may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

Integration - This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and TRB.

Severability - If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the TRB, this Agreement will control.

Waiver - TRB shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by TRB of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

Force Majeure - Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

Construction - This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.