



ON-LINE AGREEMENT

33 North 6th Street • Greybull, Wyoming 82426 • 307-765-4412

This Big Horn Federal On-Line Agreement (the "Agreement") governs your use of Big Horn Federal's On-Line (the "Service"). By subscribing to the Service or using the Service, you agree to the terms of this agreement. Please read this agreement carefully and keep a copy for your records. As used in this Agreement, "Checking Account" means the designated checking account at Big Horn Federal from which we make payments on your behalf pursuant to this Agreement. In this Agreement, "you" or "your" refer to the person(s) subscribing to or using the Service; "we", "us", or "our" refers to Big Horn Federal and any agent, independent contractor, designee, or assignee Big Horn Federal may, in its sole discretion, involve in the provision of the service.

- 1. THE SERVICE.** You may use your personal computer ("PC") for electronic banking services. You may also use a PC which meets the requirements set forth in Section 2 to electronically direct us to make payments from your Checking Account to third parties ("Payees") whom you have selected in advance to receive payment through the Service. You can check the balance in your Checking account and other Big Horn Federal accounts and order transfers of funds among your accounts.
- 2. YOUR PC.** In order to use the Service, your PC must meet the following minimum requirements:
(a) Windows 98/NT/ME/2000/XP, 64MB RAM (recommended), 800x600 or higher video resolution (recommended), Internet Access (28.8/56 kps modem, cable modem, DSL, etc.), a browser that supports 128-bit encryption, Netscape, FireFox, and Internet Explorer 5x or higher. For the best performance we recommend using the newest release of these browsers.
For Macintosh PC's:
(a) System 7.5.5 or higher, 64MB RAM (recommended), 800x600 or higher video resolution (recommended), Internet Access (56 kbps modem, cable modem, DSL, etc.), A browser that supports 128-bit encryption, Netscape, Safari, FireFox, and Internet Explorer 5x or higher. For the best performance we recommend using the newest release of these browsers.
We may change these requirements from time to time. We will attempt to provide you with the advance notice of any change.
- 3. HOME BANKING SERVICE.** You may review your Big Horn Federal Account transactions and transfer funds between Big Horn Federal accounts on your PC. This service is free of charge to Big Horn Federal account holders. (See Section 14)
- 4. THE BILL PAYMENT SERVICE.** You may make payments through the Service to any business, merchant, or professional that generates a bill or invoice for products or services provided to you or on your behalf, and has an address we can verify ("Business Payee"). You may also make payments through the Service to individuals, family, and friends for non-business purposes ("Individual Payee"). Payments may be made only to Payees with a U.S. payment address. Our bill payment service is for consumer use only. You agree that you will use your Checking Account and the Service for personal, family, or household purposes only and not for any business or commercial purpose. (Big Horn Federal has a separate Business/Commercial ACH/Bill Pay product available for our Corporate customers).
- 5. YOUR PAYEE LIST.** You must provide sufficient information about each Payee ("Payee Information"), as we request from time to time, to properly direct a payment to that Payee and permit the Payee to identify your account ("Payee Account"). This information may include the name and address of the Payee and your account number.
- 6. YOUR USER ID, PASSWORD AND ACCOUNT ID.** The Home Banking Service has a User ID and a Password. You will access your Online Bill Payment in a single, sign-on via Online Banking. Notification of your password will be sent to you within 7-8 BUSINESS days.
- 7. SCHEDULING PAYMENTS.** You initiate a bill payment session by selecting the Bill Payment option. You must enter payee and payment information. Payment processing is completed the following business day. Individual payments may be made in any amount not less than \$10.00 and not exceeding \$9,999.99 per day. You will receive a confirmation code for your record; if you have a payment question, you must tell us the confirmation code number.

8. **DELIVERY OF YOUR PAYMENTS.** You may schedule for the next business day, on a future date, or on the same date each month, subject to the restrictions in this Agreement. Although you can enter payment information through the Service 24 hours a day, 7 days a week, we can process payments only on BUSINESS days. Should you schedule a payment for a date that falls on a Saturday, Sunday, or holiday, the check will be issued on the preceding Friday or preceding business day. The date that payments are actually issued by us is referred to in this Agreement as the "Transaction Date". After you schedule a payment, we will pay by check or electronic transmission, depending on the Payee. Payments made electronically are debited to your Account within 3-4 BUSINESS days. Payments made by check are mailed to the Payee, and normally debited within five (5) BUSINESS days. To provide sufficient time for payments to be received by your Payees, the Transaction Date for a payment must be at least five (5) BUSINESS days prior to the date your payment is due. We will not be responsible for any loss you incur because of late payment if your Transaction Date is less than five (5) BUSINESS days prior to the Due Date of your payment. First time payments to any Payee MUST be scheduled with a Transaction Date at least five (5) days prior to the Due Date. An expedited payment may also be requested. Expedited payments are the option to have the bill paid to the payee the following business day. Expedited payments are final once you click submit. Your checking account will be debited for the combined amount of your payment plus the expedited payment fee.
9. **FUTURE PAYMENTS.** You may schedule a payment to be made on any future business day (a "Future Payment").
10. **RECURRING PAYMENTS.** You may schedule payments for a fixed amount on the same date each month, to be automatically initiated (a "Recurring Payment"). The date on which a payment is scheduled to be made is referred to below as the "Recurring Payment Date." If a Recurring Payment Date is a day which does not exist in a certain month, then the payment will be initiated on the last business day of the month. For example, if you schedule a payment for the 30th of each month, your payment for the month of February will be initiated on or before the 28th of February. If the Recurring Payment Date falls on a day other than a business day in any month, your payment will be initiated on the prior business day (i.e. if a Recurring Payment Date falls on a Saturday or Sunday, the actual check will be issued on Friday). Thus, your actual Transaction Date for any month may not be the Recurring Payment Date. Please note that the Payment Guarantee in Section 12 below does not apply to a Recurring Payment if for that specific payment, the Transaction Date does not fall at least five (5) business days prior to the Due Date.
11. **OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** We will process and complete all transfers properly initiated through the Service in accordance with the terms of this Agreement. If we do not complete a transfer to or from your Account on time or in the correct amount under the terms of this Agreement, we will be liable for losses and damages. However, we will not be liable if:
- a) Through no fault of ours, you do not have enough money in your Account to make the transfer.
 - b) The Service, your PC, or modem is not working properly and you knew about the malfunction when you started the transfer.
 - c) A Payee mishandles or delays in handling payments sent by us.
 - d) You have not provided us with the correct Payee name, address, confirmation number, account information, or payment amount.
 - e) Circumstances beyond our control (such as fire, flood, or delay in the U.S. Mail) may prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances.
12. **BLOCKED ACCOUNTS.** A block is automatically placed on all accounts that have a debit returned to Metavante (the bill payment service). Please contact Bill Payment Customer Relations at 1-866-482-6929. The block prevents further bill payments from being processed and, in some cases, access to service is denied. On the fifth business day, if no subsequent debit returns are received, the account is unblocked. Consumers will be able to access their bill payment accounts on the sixth day.
13. **PAYMENT GUARANTEE.** In addition to our liability as discussed above, and subject to the conditions specified in Section 11, should you be charged a late fee by a payee, Metavante will work with the payee to attempt to have the late fee reversed. In the event that you have allowed the appropriate amount of time for posting of their payment and the payee still does not post the payment on time, Metavante pays an associated late fee up to \$50.00 if you meet each of the following conditions:

- a) You must properly schedule the payment to be initiated on a Transaction Date at least five (5) BUSINESS days prior to the Due Date.
- b) You must provide us with the correct Payee name, address, confirmation number, account information and with the correct payment amount.
- c) On the Transaction Date, your Checking Account must contain sufficient funds to complete the payment or transfer.
- d) The late payment fee or penalty, or the method of its calculation, must be published by the Payee prior to the Due Date.
- e) Your PC and modem must be functioning properly.

14. **DELETING OR MODIFYING PAYMENTS.** You may use your PC to electronically change the payment amount and the Transaction Date of any scheduled payment or to delete a payment. You can also stop any Recurring Payment by calling Bill Payment Customer Relations at 1-866-482-6929.

15. **BALANCE INQUIRES AND TRANSFERS.** You may use the Service to check the balance of your Accounts and to transfer funds among Big Horn Federal Accounts. In order to initiate one of these transactions, you must first use your User ID to obtain access to the Home Banking Service and then enter your Password to obtain online access to Big Horn Federal On-Line. The balance shown on your PC may include deposits still subject to verification by us. The balance shown also may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, or charges. Even though confirmation numbers are issued when you request a balance transfer, the transfer will not occur if your Account has insufficient funds. You may confirm whether or not a transfer has occurred by periodically reviewing your account; we will give no other notice concerning transfers.

16. **STATEMENTS.** All of your payments and funds transfers made through the Service will appear on your monthly Account statement(s). The Payee name, payment amount, and Transaction Date will be reflected for each payment made through the Service. By electing the Home Banking Service, you agree to receive only an electronic statement (e Statement) for all of your accounts. If you wish to continue to receive a paper statement, you must notify us in writing. Fees will be assessed for paper statements

17. **FEES.** The fees for Big Horn Federal Easy Pay On-Line Bill Payment Services are:

- a) Easy Pay service; no charge for up to 12 transactions per calendar month or any portion thereof, \$0.50 for each additional transaction.
- b) Easy Pay with e Bills; no charge for up to 12 transactions per calendar month or any portion thereof, \$0.50 for each additional transaction.
- c) Total Bill Management; \$12.95 per calendar month or any portion thereof for unlimited transactions.
- d) Big Horn Federal's standard fees for returned items (\$15.00), and cancelled check copies for checks you issue/write (\$2.00) also apply. (1st three (3) check copies or statements in a calendar year are free)
- e) A Metavante fee for stop payment (\$25.00) will apply.
- f) Additional fees; \$20.00 fee for overnight delivery of a check, \$20.00 fee for retrieving a copy of an archived check and \$50.00 fee plus \$1.00 shipping for ordering an annual CD with a complete listing of your bills (TBM only) will apply.
- g) Expedited payment fees are \$5.00 for those sent using electronic funds transfer and \$18.00 for payments sent via overnight delivery. Metavante determines which option is available based on the payee.

We will deduct any and all fees automatically each month from your Big Horn Federal Checking Account. Should your Checking Account have insufficient funds, we will deduct the appropriate fees from any of your other Big Horn Federal Accounts. You will be charged these fees as incurred on a monthly basis. The monthly Total Bill Management fee will be charged, regardless of use.

18. **EQUIPMENT.** We are not responsible for any loss, damage or injury resulting from

- (i) an interruption in your electrical power; or
- (ii) any defect or malfunction of your PC, modem. We are not responsible for any services related to your PC other than those specified in this Agreement.

19. **BUSINESS DAYS/HOURS OF OPERATION.** Our business days are Monday through Friday, except National holidays. Although Bill Payments can be initiated only on business days, the Service is available 24 hours a day, 7 days a week, except during maintenance periods, for scheduling, modification, or review of payment orders and for funds transfers and balance inquiries.
20. **NOTICE OF YOUR RIGHTS AND LIABILITIES.** Tell us AT ONCE if you believe that your Password, User ID, or Account ID has been lost or stolen. Otherwise, you could lose all the money in your Accounts accessed by the Password and User ID. Telephoning is the best and fastest way of keeping your possible losses down. For Home Banking Service: If you believe your Password or User ID has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: 1-800-927-7556 or 1-307-7652-4412 ext. 216, or write to: Big Horn Federal 33 North 6th (P. O. Box 471, Greybull, WY 82426., For Bill Payment Service: If you believe your Account ID has been lost or stolen or that someone has issued an unauthorized check, call Metavante Bill Payment Customer Service at: 1-866-482-6929. If you tell us within two (2) BUSINESS days after you discover that your Password, User ID, or Account ID has been lost or stolen, you can lose no more than \$50.00 if someone used your Password, User ID, or Account ID without your permission. If you do not tell us within two (2) BUSINESS days after you learn of the loss or theft of your Password, User ID, or Account ID and we can prove we could have stopped someone from using your Password, User ID, or Account ID without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows a transfer that you did not make or authorize, tell us **AT ONCE**. If you do not tell us within sixty (60) days after email notification of your statement, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.
21. **ERRORS AND QUESTIONS.** In case of error or questions about your electronic transfers, you should: for Home Banking Users, call: 1-800-927-7556 or 1-307-765-4412 ext. 216. For Bill Payment Users, call: Metavante (the bill payment service at 1-866-482-6929. Initiate a Payment Inquiry on your PC or call us by telephone as soon as you can if you think that your statement is wrong or you need more information about a transfer listed on your statement or appearing on the Account Statement screen of your PC. We must hear from you no later than sixty (60) days after you received the FIRST statement or PC notification in which the problem or error appeared.
- a) Tell us your name and Account number.
 - b) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - c) Tell us the dollar amount of the suspected error. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or questions. If we decide to do this, we will provisionally re-credit your Account within ten (10) BUSINESS days 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 investigations. If we ask you to put your complaint or question in writing and do not receive it within ten (10) BUSINESS days, we may not re-credit your Account. If we decide 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 documents that we used in our investigation.
22. **DISCLOSURE OF ACCOUNT INFORMATION TO THIRDPARTIES.** We will disclose information to third parties about your Accounts or the transactions you make:
- a) Where it is necessary for completing a transaction; or
 - b) In order to verify the existence and condition of your Accounts to a third party, such as a credit bureau or merchant; or
 - c) In order to comply with a governmental agency or Court order; or
 - d) If you give us your written permission.
23. **AUTHORIZATION TO OBTAIN INFORMATION.** You agree that we may obtain and review your credit report from an authorized credit bureau. You also agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments.

24. **TERMINATION.** You may terminate your use of the Home Banking Service or the Bill Payment Service by calling Big Horn Federal at 1-800-927-7556 or 1-307-765-4412 ext. 216; or by writing to Big Horn Federal, 33 North 6th Street (P. O. Box 471), Greybull, WY 82426. You must notify Big Horn Federal at least ten (10) days prior to the termination of the Bill Payment Service. We may require that you put your request in writing. If you have scheduled payments with a Transaction Date within this ten-day period, you also must separately cancel those payments. If we have not completed processing your termination request and you have not otherwise cancelled a payment, you will be responsible for payments with Transaction Dates during the ten (10) days following our receipt of your written notice of termination. **WE** may terminate your use of the Service, in whole or in part, at any time without prior notification. Your access to the Service will be terminated automatically if your Checking Account is closed, or access to your Checking Account is restricted, for any reason. Termination will not affect your liability or obligations under this Agreement for transactions we have processed on your behalf.
25. **LIMITATION OF LIABILITY.** Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by the Service or use thereof.
26. **ENTIRE AGREEMENT.** This Agreement is the complete and exclusive agreement between you and us related to the Service and supplements any other agreement or disclosure related to your Checking Account or other Accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Checking Account or other Accounts or any statement by our employees or agents, this Agreement shall control.
27. **WAIVERS.** No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any simple or partial exercise of a right or remedy shall not preclude further exercise therefore or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.
28. **ASSIGNMENT.** You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of the rights and responsibilities under it to third parties.
29. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the United States of America, without regard to conflicts of the laws provisions.
30. **INACTIVITY.** If you have your account online and do not access it within four months (120 days), your account information will be removed from the online access due to inactivity on line. In order to gain access, again, you will need to resubmit a new application for online banking and or bill payment.
31. **AMENDMENTS.** We may amend or change any of the terms and conditions of this Agreement at any time upon at least twenty- one (21) days written notice to you. If you do not agree to the change, you must notify us prior to the effective date of the change or amendment and cancel your access to the Service.