

## Important Information about eSign Consent and Opening Your Account

You are just minutes away from opening your account online!

**This document contains important information. Please download and retain this notice for your records.**

### **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. In some instances, we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and Federal law.

What this means for you: By clicking Continue, you authorize us to collect your name, address, date of birth, ID, and other information that will allow us to identify you.

### **eSign Consent and Account Agreement**

You agree to receive certain documents and provide your consent to open the account in an electronic format rather than in written form.

Please refer to our electronic signature consent on page 2, and a complete copy of our account agreement starting on page 3.

### **Joint Account Ownership of Accounts Opened Online**

Our online application allows you to open individually and with co-applicants. If you choose to add a co-applicant to your online application, you'll share ownership of the account as "Multiple-Party with Right of Survivorship" for accounts based in Arizona, Colorado, Montana and Nevada; "Joint - With Survivorship (And Not As Tenants In Common)" for accounts based in Utah, Washington and Wyoming; or "Joint - With Survivorship (And Not As Tenants In Common or Community Property)" for accounts based in Idaho. Please contact us if you have questions about account ownership.

### **Next Steps**

Once you have downloaded the information and are ready to proceed, return to your account application and click **Continue** to finish opening your account online.

## CONSENT TO CONDUCT TRANSACTIONS ELECTRONICALLY AND TO RECEIVE ELECTRONIC DISCLOSURES AND NOTICES

This disclosure documents your consent to conduct transactions electronically and to electronically receive disclosures and notices relative to the accounts you are applying to open with us online. The disclosure also describes your rights relative to conducting transactions electronically and to electronically receiving disclosures and notices, as well as the consequences of withdrawing your consent. We recommend you print and retain a copy of this disclosure and all the disclosures and agreements related to this transaction.

Once you consent, you will be able to apply to open accounts online. If you do not consent, you will not be able to apply online. However, regardless of whether you consent, you will still be entitled to apply to open accounts through other methods that we permit, such as in person.

You understand, prior to consenting, that:

- (1) Your consent applies only to disclosures and notices regarding your deposit accounts, excluding your periodic account statements;
- (2) Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;
- (3) Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one free of charge by calling us or writing us at the number or address listed below;
- (4) You can withdraw your consent at any time by calling us or writing us at the number or address listed below; and
- (5) By consenting to conduct transactions and receive disclosures and notices electronically you agree to provide us with the information (such as a current email address) needed to communicate with you electronically and update us as to any changes in such information by calling or writing us at the number or address listed below.

We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided in this or other agreements, by law, or on our website, you cannot give us notices electronically, and all notices from you must be in writing.

### Hardware and Software Requirements

The minimum computer hardware and software requirements to receive and keep the electronic disclosures, notices and statements are as follows: a computer, mobile device, or other electronic device with internet access, a secure vendor supported internet browser, such as Chrome, Safari, Edge, or Firefox, and any corresponding settings or plug-ins necessary to view PDF documents. Certain features may be unavailable when using internet browsers outside of the supported list. Each time a new version of your internet browser is released, the new version will be utilized and support may cease on the third oldest version. To download and save your electronic disclosures, the electronic device you use will require storage space or you will need a hard drive or other storage device.

### Changes to Hardware and/or Software Requirements

You will be notified of any changes to the hardware or software requirements that may create a material risk that you will not be able to receive, view, print, or save a document or communication.

Refer to the Privacy section in the document for contact information.

### Consent

By continuing with the application you consent to receive disclosures and notices electronically and to the terms and conditions as described above.

# DEPOSIT TERMS AND CONDITIONS AND RELATED DISCLOSURES

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## TERMS AND CONDITIONS OF YOUR ACCOUNT

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of a change to this agreement, including but not limited to additions of new terms or removal of terms, a change or amendment to any terms of this agreement, you agree to these rules. You will receive separate documents setting forth rates, qualifying balances for accounts or products, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any term of this agreement is found to be unenforceable, all remaining terms will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. As used in this agreement, the term "days" means calendar days, unless expressly stated otherwise in this agreement. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the terms of this agreement. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular. Throughout this document, when a term is identified as being applicable to a certain state (for example, "in Colorado"), it means that the term is only applicable if your account is held at a branch located in that particular state. Any term which is not described as applying to a particular state, applies to your account.

**In Arizona, Colorado, Montana, and Nevada,** "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit for any items, other than cash, we accept for deposit (including items drawn "on us"). Provisional credit means that we credit your account with the amount of the item deposited, but we have not yet been paid by the payor bank for that item or we have been paid but the time for the payor bank to seek recovery for an item has not yet expired. Until we have been paid and the time for the payor bank to seek recovery for an item has expired, settlement is not final. Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item and made the funds from that item available to you. We may, at any time, reverse any provisional credit, charge back the amount of any credit given for the item, or obtain refund from you for the item, regardless of the reason the item is returned unpaid or the payor obtains recovery. We may also reverse or charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit or charge back to your account. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final settlement in U.S. dollars. We are not responsible for transactions by mail or outside depository until we record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and provisionally credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the deposit, we will notify you of the discrepancy. You will be entitled to provisional credit only for the deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence. We reserve the right to refuse, return or limit any deposits you make to your account.

### **WITHDRAWALS -**

**Accounts where more than one person can withdraw** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs to open the account or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or authorize any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks not purchased from us, forms not approved by us, and withdrawal frequency and amounts** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse to honor any checks written on check blanks not approved by us.

We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by us, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

**Nonconforming request and substitute checks** - Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to review the signatures or otherwise examine the original check or item, you waive any requirement of multiple signatures.

**Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our practice to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

**Funds availability** - Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. Please remember that even after we have made funds available to you from a deposit you made or item you cashed and you have withdrawn funds, received cash, or directed us to wire, move, or transfer in any manner funds we have made available to you, an item may be returned to us unpaid or other problems may develop involving the item. We may, therefore, reverse any provisional credit, charge back your account or obtain refund from you for the amount withdrawn, cash received, or amount you directed us to wire, move, or transfer in any manner, regardless of the reason the item is returned unpaid or any other problem involving the deposit or that we made the funds available to you. We are not responsible for and will not investigate or refund money for transactions that you authorize and initiate, even if you were fraudulently induced to make or mistakenly made a deposit or payment.

#### **UNDERSTANDING OVERDRAFT FEES AND NONSUFFICIENT FUNDS (NSF) -**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding how your account becomes overdrawn is important and can help you avoid being assessed fees. Your account is overdrawn when there is not enough money in your account's "current balance" (which also may be called ledger balance on some ATMs) to pay an item at the time it is posted or submitted to us for payment. When your account is overdrawn, you may be assessed fees, including, but not limited to, Overdraft Fees and Continuous Overdraft Fees. Our Fee Schedule sets forth Overdraft Fees, Continuous Overdraft Fees and other fees.

**Overdrafts** - An overdraft occurs when there is not enough money in your account's current balance to pay for an item when it "posts" or is submitted to us for payment, but we pay the item anyway. An Overdraft Fee is not charged when the account is overdrawn ten (\$10.00) dollars or less after all items have posted each business day. For debit card transactions and ATM withdrawals that were pre-authorized with a positive current balance and post with a negative current balance, no Overdraft Fee will be charged. Other than debit card transactions and ATM withdrawals that were pre-authorized with a positive balance and post with a negative balance, if we pay the item and you do not have overdraft services (described below), then we will charge you an Overdraft Fee. We pay overdrafts at our discretion. The fact that we may pay items that overdraw your account does not obligate us to do so in the future. So you can NOT rely on us to pay overdrafts on your account, regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, overdrafts without notice to you. Our practice is to authorize and pay overdrafts for checks, other items, automatic bill payments, and recurring debit card transactions. We do not authorize and pay overdrafts for ATM transactions and everyday debit card transactions, unless you ask us to. We will assess an Overdraft Fee (as applicable) if an item is presented to us and paid, even if the same item was previously presented and rejected. An Overdraft Fee is not the same as a Continuous Overdraft Fee. We charge a Continuous Overdraft Fee for each business day your account is overdrawn, regardless of the transaction which causes the overdraft, if the account remains overdrawn for more than five consecutive business days. We charge this Continuous Overdraft Fee even if it was a fee (such as an Overdraft Fee) that caused your account to be overdrawn. We also charge this Continuous Overdraft Fee if it was a debit card transaction request or an ATM withdrawals that was pre-authorized with a positive current balance and posts with a negative current balance that caused your account to be overdrawn.

For consumer accounts, we do not charge Overdraft Fees for ATM transactions and nonrecurring/one-time debit card payment transactions that are not authorized or are declined due to insufficient available balance.

We may use subsequent deposits, including, but not limited to, direct deposits of social security or other government benefits, to pay or reduce negative balances in your account created by overdrafts and Overdraft, Continuous Overdraft or other fees.

**Nonsufficient Funds** - Nonsufficient funds occur when an item drafted by you (including, but not limited to, a check transaction) or a transaction you set up (including, but not limited to, a preauthorized transfer, mobile payment, automated clearing house (ACH) transaction) is presented for payment in an amount that is more than your account's current balance, and we decide not to pay the item. If we reject and do not pay an item based on an insufficient current balance, then you will not be charged an NSF Fee. Be aware that some items (checks, ACH payments, bill payments and certain recurring debit card payments) may be presented for payment multiple times after they have been rejected.

We may determine the amount of funds in your account's current balance for the purpose of deciding whether to return an item for non-sufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination for each item, but if we choose to make a subsequent determination for each item, the amount of funds in your account's current balance at the time of the subsequent determination will determine whether your account has insufficient funds to pay the item.

**Overdraft Services** - We have overdraft services that may be less expensive than fees assessed for an overdrawn account. If you qualify and authorize this service, we can transfer funds from a line of credit to pay items which would otherwise cause your account to be overdrawn or to pay items that would otherwise be rejected for non-sufficient funds. There is no fee associated with the transfer from a line of credit, but you will be charged interest in accordance with the line of credit agreement. You can also authorize us to transfer funds from a savings, money market, or other account to prevent your account from becoming overdrawn or to pay items that would otherwise be rejected for non-sufficient funds. If you authorize this service, you may be charged a Sweep Transfer Fee each time we transfer money from an account other than a line of credit to prevent your account from becoming overdrawn or to pay items that would otherwise be rejected for non-sufficient funds. If you have overdraft services, we will attempt to use those services before we pay an item or reject or decline an item.

**Maximum Daily Number of Overdraft Fees** - You will not be charged more than a total of six (6) Overdraft Fees and one (1) Continuous Overdraft Fee per business day for any one account.

**The best way to know how much money you have and avoid paying Overdraft or Continuous Overdraft Fees is to record and track all of your transactions closely.**

**Payment Types** - Some, but not necessarily all, of the ways you can access the funds in your account include, but are not limited to, preauthorized transfers, debit card transactions, mobile payments, ACH transactions, and check transactions. A debit card transaction might be authorized by use of a PIN or a signature. Debit card transactions can be either nonrecurring/one-time or recurring transactions. We rely upon the merchant's classification of a debit card payment transaction as either a recurring or nonrecurring/one-time transaction. Your only recourse for an incorrect classification is with the merchant. An example of a nonrecurring/one-time debit card transaction would be if you use your debit card to purchase a meal at a restaurant. An example of a recurring debit card transaction would be where you have given permission to a business to automatically deduct, on a regularly scheduled basis, a payment such as a cable bill, cell phone bill, utility bill or subscription. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types use different processing systems and some may take more or less time to post against your account. This information is important. Keeping track of the checks you write and the timing of the preauthorized payments you set up, debit card transactions, mobile payments, and ACH transactions will help you to know what other items might still post against your account.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**Important information regarding "decoupled" cards** - Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your account with us. Once this is done, you can typically use the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that card. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft or NSF fees.

**A temporary debit card authorization hold affects your account balance**

On debit card purchases, merchants may request a temporary hold on your account for a specific sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be different (more or less) than the exact amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the exact amount of your purchase. This temporary hold will reflect as a "Pre auth" in online and mobile banking or as a "Memo Debit" on a temporary account statement until the transaction has either posted as described in the Posted Transactions section or three business days have passed since the temporary hold was placed and the merchant has not requested payment. The amount charged to your account will eventually be adjusted to the exact amount of your purchase, but it could be three business days, or even longer in some cases, before the adjustment is made. Until the adjustment is made or three business days have passed since the temporary hold was placed and the merchant has not requested payment, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If three business days have passed since the temporary hold was placed and the merchant has not requested payment, the temporary hold for that purchase will be removed from your account and your available balance will be increased by the amount of the temporary hold. However, if after three business days, the merchant requests payment, that amount will be paid to the merchant and the available and current balances in your account will be reduced and adjusted by the exact amount of the purchase.

**Posted Transactions**

"Posted" means a deposit has been credited to your account or a payment has been deducted from your account. Even though the current balance and available balance of your account is reduced by the amount of a pre-authorized transaction at the time the merchant requests and we approve the pre-authorization, the transaction is not posted to your account until the merchant requests payment for that transaction from us.

**Your Checking Account Balance** - Your checking account has two balances: the "current" balance and the "available" balance. Both can be checked when you review your account online, on our mobile banking app, at an ATM, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time.

Your current balance is the full amount of all deposits, even though some portion of a deposit may be on hold and may not be available to you, less payment transactions that have posted to your account. Preauthorized debit card transactions are debited from your current balance, but, until posted, preauthorized debit card transactions will not result in an Overdraft Fee.

Your available balance is the amount of money in your account that is available for withdrawal. This is the current account balance less holds on deposits. Additionally, the available balance shown may include your savings account, overdraft line of credit and/or home equity line of credit (HELOC) balance. We use available balance at the time debit card transaction requests and ATM withdrawals are made to us to decide whether to pre-authorize them for payment. We use current balance at the time all types of items are posted to decide whether to charge Overdraft Fees, with the exception of debit card transaction requests and ATM withdrawals that were pre-authorized with a positive current balance and post with a negative current balance. No Overdraft Fee will be charged when a debit card transaction or ATM withdrawal was authorized on a positive current balance, but posts with a negative current balance. However, this type of transaction will still result in an overdraft which could result in a Continuous Overdraft Fee. The following are two examples that illustrate how this works:

In the first example, assume your current and available balances are both \$100, and you use your debit card at a restaurant for \$60. As a result, your available balance will be reduced by \$60 so your available balance is \$40. Your current balance is also reduced by \$60 so your current balance is \$40. Before the restaurant charge is submitted to us for payment (which could be that day or even a few days later) and is posted, a check that you wrote for \$115 is posted to your account. Because you had a current balance of \$40, your account will be overdrawn after the \$115 check is posted and you will be assessed an Overdraft Fee for that \$115 check transaction. When the \$60 restaurant charge is later submitted to the Bank for payment and posted to your account, you will not be assessed an Overdraft Fee for the \$60 restaurant charge because it was authorized with a positive current balance. However, your account will still be overdrawn which could result in a Continuous Overdraft Fee if the current balance in your account is not brought positive within five business days.

In the second example, assume your current and available balances are both \$100, and you use your debit card at a restaurant for \$60. As a result, your available balance will be reduced by \$60 so your available balance is \$40. Your current balance is also reduced by \$60 so your current balance is \$40. Before the restaurant charge is submitted to us for payment (which could be that day or even a few days later), a check that you wrote for \$70 is posted to your account. Your account will not be overdrawn after the \$70 check is posted and you will not be assessed an Overdraft Fee for that \$70 check transaction because the \$60 restaurant charge has not yet posted to your account. When the \$60 restaurant charge is later submitted to the Bank for payment and posted to your account, you will not have enough money in your current balance because of the previously posted \$70 check, but you will not be charged an Overdraft Fee for the \$60 restaurant charge, because your available current balance was positive when the \$60 restaurant charge was

authorized. However, your account will still be overdrawn which could result in a Continuous Overdraft Fee if the current balance in your account is not brought positive within five business days.

**The best way to know how much money you have and avoid paying Overdraft or Continuous Overdraft Fees is to record and track all of your transactions closely.**

#### **OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION**

**In Arizona, Colorado and Nevada** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**In Arizona, Colorado and Nevada, Rights at Death - Single-Party Account** - At the death of a party, ownership passes as part of the party's estate.

**Single-Party Account** - Such an account is owned by one party.

**Multiple-Party Account** - Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

**Multiple-Party Account With Right of Survivorship** - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

**Multiple-Party Account Without Right of Survivorship** - At death of party, deceased party's ownership passes as part of deceased party's estate.

**Single-Party Account With Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

**Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation** - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

**In Idaho** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - This is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common or Community Property)** - This is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common. If the account is issued to a husband and wife, they intend that any community property in the account be transmuted (changed) into separate property and that all the property in the account, including earnings, be held jointly with the right of survivorship. Upon the death of either spouse the property will vest in and belong to the surviving spouse.

**Joint Account - No Survivorship (As Tenants In Common)** - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

**Community Property Account - No Survivorship** - Such an account is issued to a husband and wife who intend that all of the property in the account, including earnings, be held as community property without right of survivorship.

**Trust Account or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**In Montana** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**In Montana, Rights at Death - Single-Party Account** - At the death of a party, ownership passes as part of the party's estate.

**Single-Party Account** - Such an account is owned by one party.

**Multiple-Party Account** - Parties own the account in proportion to their net contributions unless there is clear and convincing evidence of a different intent. However, any one party may withdraw the entire amount on deposit in the account.

**Multiple-Party Account With Right of Survivorship** - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

**Multiple-Party Account Without Right of Survivorship** - At death of party, deceased party's ownership passes as part of deceased party's estate.

**Single-Party Account With Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

**Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation** - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

**In Utah and Wyoming** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - This is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - This is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common)** - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

**Trust Account or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**In Washington, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Single Account** - This is owned by one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - This is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common)** - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

**Community Property Account** - Such an account is issued to two married persons who intend that all of the property in the account, including earnings, be held as community property.

**Trust Account or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we receive written notice of a change from the governing body of the entity.

#### **STOP PAYMENTS**

**In Arizona, Colorado, Idaho, Montana, Utah, Washington, and Wyoming** - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next business day after the business day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**In Nevada** - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months if it is given to us in writing or by another type of record. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood – you can ask us what type of stop-payment records you can give us.) Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if it is not confirmed in writing or by another type of record within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next business day after the business day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

**AMENDMENTS AND TERMINATION** - We may add terms to or remove terms from this agreement. We may also change any term of this agreement. For such additions, removals or changes, we will give you reasonable notice in writing or by any other method permitted by law. If we have notified you of an addition or removal of a term to this agreement or change in any term of this agreement and you continue to have your account after the effective date of the addition, removal or change, you have agreed to the addition or removal of terms, or change to the terms of this agreement. We may close your account without prior notice to you if your account has a zero balance for a period of 90 consecutive days or 731 consecutive days for health savings accounts. We may also suspend or terminate a service or close this account for any other reason at any time upon reasonable notice to you. If we close the account, we will tender the account balance to you personally or send the account balance to you at your last known address as reflected in our account records. Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, disputes between account owners, or irregular activity of any kind, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity, disputes between account owners, or irregular activity of any kind, with respect to your account, we might immediately freeze



or close your account and then give you notice. Unless expressly provided otherwise in your account agreement and except for changing the ownership or beneficiaries of the account, any one of you can make changes to your account (including closing the account) without the consent of the other owners and notice of a change to your account by any one of you to us is notice to us by all of you. To change the ownership or beneficiaries of the account, all owners must provide us written consent to the change in ownership or beneficiaries. Rules governing changes in interest rates are provided in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

When you close your account, you are responsible for leaving enough money in the account to pay any outstanding items to be paid from the account. Items presented for payment after the account is closed may be dishonored.

**CORRECTION OF CLERICAL ERRORS** - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

## **STATEMENTS**

**In Arizona, Idaho, Nevada, Utah, Washington, and Wyoming - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations (including forgeries and counterfeit checks), you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

For purposes of this section of the agreement, "reasonable promptness" means that you agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

**In Colorado - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

For purposes of this section of the agreement, "reasonable promptness" means that you agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

**In Montana - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items -** You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

For purposes of this section of the agreement, "reasonable promptness" means that you agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 14 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems -** In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks -** For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received -** You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

**REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS -** If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT -** If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF -** We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative or fiduciary capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**POSTING ORDER OF ITEMS -** We have chosen to divide checks and other items presented for payment from your account into different categories. If multiple items are presented for payment on the same business day, we sort the items by category before posting them to your account at the end of the day. The manner in which we sort these items has an impact on the number of Overdraft Fees you may be assessed.

Generally, we post transactions to your account in the following order: First, deposits and credits received before the deposit cutoff are posted. Second, ATM withdrawals and debit card transactions that have been received for payment are posted in chronological order, if known. Items which are not chronologically identified are posted lowest to highest dollar amount after chronologically identified items are posted. Third, automatic electronic withdrawals (such as your cable bill, insurance payment, wire transfers or checks without a check number that have been converted to electronic items) are sorted by transaction type and then posted lowest to highest dollar amount for the same types of transactions. Fourth, customer requested withdrawals and automatic transfers to other accounts with us (such as telephone and internet banking transfers, loan payments and prearranged transfers) and bank initiated withdrawals (such as corrections, charge backs, tax withholding and closing entries) are sorted by transaction type and then posted lowest to highest dollar amount for the same types of transactions. Finally, we post checks and electronic bill pay items in check number order (check numbers larger than 10 digits are posted based on the last ten digits of the check number).

**CHECK PROCESSING -** We process items mechanically by relying almost exclusively on the information at the bottom of the items. This means that we do not individually examine your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is at the bottom of the item. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING -** We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES -** If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy requirement for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**REMOTELY CREATED CHECKS -** Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is

not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**INTERNATIONAL ACH TRANSACTIONS** - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**AGENTS AND POWERS OF ATTORNEY** - On a power of attorney form acceptable to us, you may appoint an agent ("Agent") to act for you on your account. Unless expressly stated otherwise in the power of attorney form which you provide to us, we presume that the Agent is designated to conduct transactions on your behalf and is authorized by you for all purposes relating to the account, including, but not limited to, endorsing items, stopping payments (including stopping items issued by you), and making deposits and withdrawals. Unless expressly stated otherwise in the power of attorney form which you provide to us, we presume that the Agent does not have the right to close the account or modify or change the ownership or beneficiaries of your account. Your Agent does not acquire any ownership rights, and you, as owner, do not give up any right to act on your account. You are responsible for the transactions of the Agent. We will not undertake and have no obligation to monitor the transactions performed by your Agent. We may refuse to recognize an Agent or comply with a power of attorney for reasonable cause. You may terminate your Agent's authority at any time. Your Agent's authority is automatically terminated upon your death. Additionally, if the power of attorney you granted to your Agent is not "durable," the power of attorney is revoked when you become incapacitated or incompetent. We are authorized to continue to honor the transactions of the Agent until: (a) we receive written notice or have actual knowledge of the termination or revocation of the power of attorney, and (b) we have a reasonable opportunity to act on that notice or knowledge.

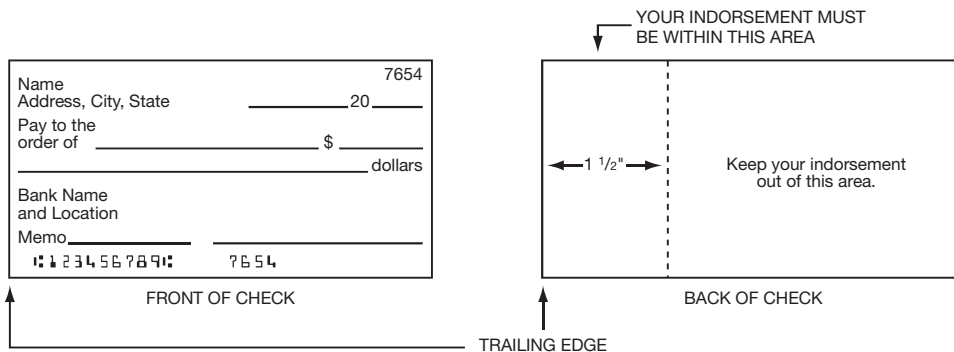
**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on any check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement, or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**FIDUCIARY ACCOUNTS** - Fiduciary accounts are deposit accounts established by a person or entity acting in a fiduciary capacity for the benefit of one or more other parties. The individual or entity opening a fiduciary account does not have an ownership interest in the funds deposited in the fiduciary account. A fiduciary may include, but is not limited to, a trustee, a custodian, a representative payee, or a conservator. Fiduciary accounts include, but are not limited to, uniform transfers to minors act accounts, estate accounts, trust accounts, representative payee accounts, conservatorship accounts, and real estate and other escrow and security deposit accounts. We are not responsible for the actions or inactions of a fiduciary, including, but not limited to, the misuse of funds. You understand that by opening such a fiduciary account, we are not acting in the capacity of a fiduciary in connection with the fiduciary account nor do we undertake any obligation to monitor or enforce the terms or conditions applicable to the fiduciary who opened the account. If an account is identified as a fiduciary account in the Account Agreement for the account, it is not subject to our right of setoff and is not subject to execution, levy, or garnishment against the fiduciary.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or court or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

#### **ACCOUNT SECURITY -**

**Your Duty to protect account information and methods of access** - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information. It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member, coworker, or Agent for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

**INSTRUCTIONS FROM YOU** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

**MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an every day/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

**CHANGES IN NAME AND CONTACT INFORMATION** - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if (1) it becomes subject to a claim adverse to (a) your own interest, (b) others claiming an interest as survivors or beneficiaries of your account, or (c) a claim arising by operation of law; or (2) we cannot verify your identity or we suspect fraud; (3) there are disputes between account owners; or (4) there is irregular activity of any kind in your account. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding, including, but not limited to, arbitration, to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**LIMITATION OF TIME TO COMMENCE ACTION** - Unless elsewhere provided in this document or other documents pertaining to our account, any action or proceeding by you to enforce an obligation, duty or right arising under this agreement or by law with respect to your account or any account service must be commenced within one year after the cause of action accrues.

#### **IMPORTANT INFORMATION ABOUT DEPOSIT INSURANCE COVERAGE**

Glacier Bank is a family of community bank divisions operating in the Rocky Mountain states. Each division has a unique name that reflects our deep ties to the communities we serve. Divisions of Glacier Bank are not separately FDIC insured. The combined amounts you have on deposit with Glacier Bank and its associated divisions listed in the Privacy section, are all considered insured by the same depository institution, namely Glacier Bank. Basic FDIC insurance coverage for deposit accounts (checking, savings, money market and certificate of deposit) is \$250,000.

You may qualify for more than \$250,000 in coverage at Glacier Bank and its associated divisions if you own deposit accounts in different ownership categories. The most common categories for individual and family deposits are single accounts, joint accounts, revocable trust accounts, and certain retirement accounts. A representative at your local branch will be able to discuss account options and additional products such as depositing through the Promontory Network Certificate of Deposit Account Registry Service (CDARS) program.

For information on insurance coverage limits on your accounts at Glacier Bank and how to qualify for more insurance coverage, visit the FDIC's website, <https://fdic.gov>. The FDIC also has an easy-to-use online tool called EDIE (Electronic Deposit Insurance Estimator) The Estimator. To access EDIE The Estimator, go to <https://www.fdic.gov/edie/calculator.html>.

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## **CONSUMER ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

The Electronic Fund Transfers we are capable of handling for consumers are indicated below some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this document and any other documents we give you pertaining to your account(s) for future reference.

### **Types of Transfers, Frequency and Dollar Limitations**

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**Telephone Transfers - types of transfers** - You may access your account by telephone and a touch tone phone, your account numbers and Personal Identification Number (PIN). Refer to the Privacy section in this document for automated telephone banking phone numbers. To:

- transfer funds from checking to savings
- transfer funds from savings to checking
- make payments from deposit accounts to third parties using Online Bill Payment
- make payments from checking to loan accounts with us
- make payments from savings to loan accounts with us
- get checking account information
- get savings account information
- get certificate of deposit and IRA information
- get loan information

**ATM Transfers** - You may access your account(s) by ATM using your ATM Card and personal identification number or Visa® Debit Card and personal identification number, to:

- make deposits to checking account(s)
- make deposits to savings account(s)
- get cash withdrawals from checking account(s)
  - you may withdraw no more than \$600.00 per day
- get cash withdrawals from savings account(s)
  - you may withdraw no more than \$600.00 per day
- transfer funds from savings to checking account(s)
- transfer funds from checking to savings account(s)
- get checking account information
- get savings account information

\* Not all ATMs allow deposits

**Point-of-Sale Transactions** - Using your card: you may access your checking account(s) to purchase goods (in person, by phone, by computer), pay for services (in person, by phone, by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

- you may not exceed more than \$3,000.00 in transactions per day

**Currency Conversion.** When you use your Visa® Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**Visa Account Updater Notice of Right to Opt Out.** Your card will be automatically enrolled in the free Visa® Account Updater (VAU) service. VAU helps participating merchants who receive recurring payments from your card have access to current card account information on file. For instance, participating merchants will have access to information about card expiration, or if you report that your card has been lost or stolen. You are entitled to opt out of this service. You may opt out at any time.

If you want to opt out, phone us at 844-892-2982 or mail us notice of your intention to opt out. You must include your name, last four digits of your card number and signature. If you opt out, you may opt back in if you decide you want the Visa Account Updater service in the future. You may opt in the same way(s) that you can opt out.

**Computer Transfers - types of transfers** - You may access your account(s) by computer and using your customer ID and PIN. Refer to the Privacy section in this document for website addresses. To:

- transfer funds from checking to savings
- transfer funds from savings to checking
- make payments from deposit accounts to third parties using Online Bill Payment
- make payments from checking to loan account(s) with us
- make payments from savings to loan account(s) with us
- get checking account information
- get savings account information
- get loan account(s), certificate(s) of deposit and IRA information
- transfer funds from deposit accounts to deposit accounts

Online Banking will become dormant after six months of inactivity. After 550 days of inactivity, the Online Banking account will be deleted.

**Mobile Banking Transfers - types of transfers** - You may access your account(s) by web-enabled cell phone by downloading the application and using your user identification and password, to:

- transfer funds from checking to savings
- transfer funds from savings to checking
- make payments from deposit accounts to third parties using Online Bill Payment
- make payments from checking to loan account(s) with us
- make payments from savings to loan account(s) with us
- get checking account information
- get savings account information
- get certificate of deposit and IRA information
- get loan information
- transfer funds from deposit accounts to deposit accounts

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

### Fees

Except as indicated elsewhere, including in our Fee Schedule, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** When using a Glacier Family of Banks ATM/Visa Debit Card there is no charge for withdrawals at ATM machines owned by us, or at an Allpoint ATM. When using an ATM machine not owned by us or not operated by Allpoint, we charge a \$2.00 fee for each ATM withdrawal and you may be charged a fee by the ATM operator or any network used. This may include a fee for a balance inquiry even if you do not complete a funds transfer.

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### Documentation

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the phone numbers section of this document to find out whether or not the deposit has been made.
- **Periodic statements.**

You will get a monthly account statement from us unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

### Preauthorized Payments

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in the contact information section of this document in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our Fee Schedule for the Stop Payment Fee we will charge you.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### Financial Institution's Liability

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

### Confidentiality

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with court orders and legal investigations; or
- (4) if you give us written permission; or
- (5) as explained in the privacy disclosure of this agreement.

### Unauthorized Transfers

#### (In Arizona, Idaho, Montana, Nevada, Utah, Washington, and Wyoming)

**(a) Consumer liability.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• **Additional Limit on Liability for Visa® Debit Card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in the contact information section of this document. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

### Unauthorized Transfers

#### (In Colorado)

**(a) Consumer liability.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If the unauthorized use of your lost or stolen card and/or code occurs through no fault of yours, no liability will be imposed on you. Otherwise, you will be liable for the lesser of:

- (1) \$50.00 or
- (2) the amount of any money, property, or services obtained by unauthorized use of the card and/or code before you gave us notice.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. Except for electronic funds transfers made by card or other device for use at a communications facility, such as an ATM, if you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time and, as to transactions arising from the unauthorized use of the card and/or code, if your failure to examine your statement or tell us constitutes a lack of due diligence on your part.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

• **Additional Limit on Liability for Visa® Debit Card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in the contact information section of this document. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

## Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa® Debit Card point-of-sale transactions processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa® Debit Card point-of-sale transactions processed by Visa or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made if you are a new customer.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

For questions, error resolution or to report lost/stolen cards call or write us using the contact information on the Privacy section of this document.

Business Days: Monday through Friday

Excluding Federal Holidays

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

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## BUSINESS ELECTRONIC FUNDS TRANSFER INFORMATION

The Electronic Fund Transfers we are capable of handling for your businesses are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this information carefully and keep a copy for future reference.

### TYPES OF AVAILABLE TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS

#### Prearranged Transfers

You may make arrangements for direct deposits and/or recurring bills from your checking and/or savings account(s).

#### Telephone Transfers

You may access your account by telephone and a touch tone phone, your account numbers and Personal Identification Number (PIN). Refer to the Privacy section in this document for telephone banking phone numbers. To:

- Transfer funds to and from checking, savings and loan accounts
- Get account information

#### ATM Transfers

You may access your account(s) by ATM using your card and PIN to:

- Make deposits
- Get cash withdrawals from your accounts. Limit of \$600 per day
- Transfer funds to and from your account
- Get account information

#### Point-of-Sale Transactions (POS)

You may access your account(s) by card to:

- Purchase goods and services
- Get cash from merchant if the merchant permits
- You may not exceed more than \$3,000 in transactions per day

**Currency Conversion.** When you use your Visa® Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**Visa Account Updater Notice of Right to Opt Out.** Your card will be automatically enrolled in the free Visa® Account Updater (VAU) service. VAU helps participating merchants who receive recurring payments from your card have access to current card account information on file. For instance, participating merchants will have access to information about card expiration, or if you report that your card has been lost or stolen. You are entitled to opt out of this service. You may opt out at any time. If you want to opt out, phone us at 844-892-2982 or mail us notice of your intention to opt out. You must include your name, last four digits of your card number and signature. If you opt out, you may opt back in if you decide you want the Visa Account Updater service in the future. You may opt in the same way(s) that you can opt out.

#### Computer Transfers

You may access your account(s) by computer using your User ID and PIN/Password. Refer to the Privacy section of the document for website addresses to:

- Transfer funds to and from checking, savings and loan accounts
- Get account information
- Pay bills directly from your checking or savings account

#### Mobile Banking Transfers

You may access your account(s) by web-enabled cell phone by downloading the application and using your User ID and PIN/Password to:

- Transfer funds to and from checking, savings and loan accounts
- Get account information
- Pay bills directly from your checking or savings account
- You may be charged access fees by your cell phone provider based on your plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.



## GENERAL PROVISIONS

- Electronic transfers or withdrawals from a savings or money market account are limited to six per month
- Online banking will go dormant after 6 months of inactivity and will be deleted after 550 days of inactivity
- Stop payment orders cannot be placed on ATM transactions

## ATM OPERATOR/NETWORK FEES

When using a Glacier Family of Banks ATM/Visa Debit Card there is no charge for withdrawals at ATM machines owned by us, or at an Allpoint ATM. When using an ATM machine not owned by us or not operated by Allpoint, we charge a \$2.00 fee for each ATM withdrawal and you may be charged a fee by the ATM operator or any network used. This may include a fee for a balance inquiry even if you do not complete a funds transfer.

## LIABILITY

You will not have benefit of any consumer law limiting liability with respect to the unauthorized use of electronic transfers including debit card transactions. This means your liability for the unauthorized use of your card could be greater than the liability in a consumer transaction.

Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transaction using your lost or stolen Visa branded Debit Card. The additional limit on liability does not apply to ATM transactions or to transactions using your PIN which are not processed by Visa. The Bank assumes no responsibility to discover or audit any possible breach of security or unauthorized disclosure of PINs or use of cards by your employees, agents, representatives, or any other person. You shall notify the Bank within 60 days of receipt of the first statement where an error occurred or any suspected unauthorized activity (whether or not involving your employees). The Bank reserves the right to change its security procedures at any time.

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## FUNDS AVAILABILITY DISCLOSURE YOUR ABILITY TO WITHDRAW FUNDS

(Consumer and Business Accounts)

This disclosure applies to deposits made at a branch, ATM, or a night depository, or through a mobile device, remote deposit scanner or commercial mobile remote deposit application. It also applies to electronic direct deposits. Our policy is to make funds from your cash and check deposits made at a branch, or by a mobile device available to you on the same day you make the deposit under normal circumstances if the deposit is made on a business day. Electronic direct deposits will be available on the business day we receive credit. Deposits made remotely by a remote deposit scanner or our commercial mobile remote deposit application will normally be available the first business day after we receive the deposit.

For ATM deposits made on a business day before our cut-off time, the first \$3,500 of checks deposited will be made available on the same business day you make the deposit under normal circumstances and the funds in excess of \$3,500 will be made available the first business day after we receive the deposit. Cash deposited at an ATM on a business day will be available the same business day you make the deposit under normal circumstances.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

**Please remember that even after we have made funds available to you from a deposit you made or item you cashed and you have withdrawn funds, received cash, or directed us to wire, move, or transfer in any manner funds we have made available to you, an item may be returned to us unpaid or other problems may develop involving the item. We may, therefore, reverse any provisional credit, charge back your account or obtain refund from you for the amount withdrawn, cash received, or amount you directed us to wire, move, or transfer in any manner, regardless of the reason the item is returned unpaid or any other problem involving the deposit or that we made the funds available to you. We are not responsible for and will not investigate or refund money for transactions that you authorize and initiate, even if you were fraudulently induced to make or mistakenly made a deposit or payment.**

For purposes of this disclosure, "business day" means any day except Saturdays, Sundays, and federal holidays. If you make a deposit through one of our branch tellers, ATM, mobile device or remote deposit scanner, or by mail received by us before our cut-off time, we will consider that day to be the business day of your deposit. However, if you make a deposit after our cut-off time or on a day that is not a business day, we will consider the deposit as being made on the next business day that we are open. Our cut-off time for branches will not be earlier than 4:00 PM but may vary by location. The cut-off time for ATMs will not be earlier than 12:00 PM but may vary by location. The cut-off time for mobile device or remote deposit scanner is 6:00 PM mountain time. Deposits made through our night depository after 6:00 AM may be processed on the next business day.

### Longer Delays May Apply

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you immediately. Depending on the type of check that you deposit, funds may not be available until the second business day after the business day of your deposit. However, the first \$225 of your deposits will be available immediately.

If we are not going to make all of the funds from your deposit available immediately, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Exception holds.** In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

### Special Rules For New Accounts

If you are a new customer, the following rules may apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. If we choose to delay your ability to withdraw funds, we will notify you when the funds will be available.

Funds from all other check deposits to your new account may be available on the ninth business day after the day of your deposit if we choose to delay your ability to withdraw funds. If we choose to delay making these funds available to you, we will notify you when the funds will be available.

# SUBSTITUTE CHECKS AND YOUR RIGHTS

(Consumer and Business Accounts)

## What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

## What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

## How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us using the contact information section of this document.

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: check number, date of check, amount of check and to whom the check was written.

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## CONSUMER TRUTH-IN-SAVINGS DISCLOSURE

The following accounts are not to be used for business purposes. See the Business Specific Account Details section for information related to business accounts. Consumer products may vary by bank division. Refer to the separate division rate sheet for product, rate, and annual percentage yield details.

### CHECKING, SAVINGS AND MONEY MARKET COMMON FEATURES

#### Savings and Money Market Account Transaction limitations:

Transfers or withdrawals from a savings or money market account to another account of yours or third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card or similar order to a third party are limited to six per calendar month. When there are more than six transfers or withdrawals (in total) in a calendar month from a savings or money market account to another account of yours or to a third party by means of pre-authorized or automatic transfer, telephone order, instruction, computer transfer, or by check, debit card or similar order, a \$1.00 excess debit fee is assessed for each withdrawal or transfer over six combined withdrawals and transfers.

#### If the account type is an interest-bearing product, the following apply.

The interest rate and annual percentage yield stated on the separate rate sheet are accurate as of the dates stated on the rate sheet. If you would like more information, please call us at the contact information listed on this document.

**Frequency of rate changes** - We may change the interest rate on your account daily.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

### PRODUCT SPECIFIC FEATURES

#### TOTALLY FREE CHECKING

This is a non-Interest-Bearing Account. There is no minimum balance requirement and no service charge.

#### 50+ INTEREST CHECKING

This is an Interest-Bearing Account. There is no minimum balance requirement and no service charge.

#### EASY INTEREST CHECKING

This is an Interest-Bearing Account. There is no minimum balance requirement and no service charge.

#### PREMIER INTEREST CHECKING

- This is an Interest-Bearing Account.
- **Minimum balance to avoid imposition of fees** - A service charge of \$6.00 will be imposed every statement cycle if the balance in the account falls below \$1,500.00 any day of the statement cycle.

## STATE MEDICAL SAVINGS CHECKING

This is an Interest-Bearing Account. There is no minimum balance requirement and no service charge. Bank is providing the depository account for you to self-administer ("account holder") a State Medical Savings Account. The bank is not responsible for your use of the funds or reporting to the state Department of Revenue. You will be responsible for complying with the tax codes and providing the state Department of Revenue supporting tax documentation and account information.

## HEALTH SAVINGS CHECKING

This is an Interest-Bearing Account. There is no minimum balance requirement and no service charge.

## MONEY MARKET

- This is an Interest-Bearing Account.
- **Minimum balance to avoid imposition of fees** - A service charge of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$2,500.00 any day of the statement cycle.
- If you exceed the transfer limitations set forth above during three months in a twelve-month period, your account will be changed to Easy Interest Checking.

## PREMIER MONEY MARKET

- This is an Interest-Bearing Account.
- **Minimum balance to avoid imposition of fees** - A service charge of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$5,000.00 any day of the statement cycle.
- If you exceed the transfer limitations set forth above during three months in a twelve-month period, your account will be changed to Easy Interest Checking.

## SAVINGS

This is an Interest-Bearing Account.

**Minimum balance to avoid imposition of fees** - A service charge of \$2.00 will be imposed every month if the balance in the account falls below \$100.00 any day of the month. The service charge will be waived until the account owner turns 18 years old. When the owner turns 18 the service charges listed in the disclosure will apply.

## PREMIER SAVINGS

This is an Interest-Bearing Account.

**Minimum balance to avoid imposition of fees** - A service charge of \$2.00 will be imposed every month if the balance in the account falls below \$100.00 any day of the month. The service charge will be waived until the account owner turns 18 years old. When the owner turns 18 the service charges listed in the disclosure will apply.

## BUSINESS SPECIFIC ACCOUNT DETAILS

The following accounts are not to be used for consumer purposes. Business products may vary by bank division. Refer to the separate division rate sheet for product, rate, and annual percentage yield details.

### CHECKING, SAVINGS AND MONEY MARKET COMMON FEATURES

#### Business Savings and Business Money Market Account Transaction limitations:

Transfers or withdrawals from a savings or money market account to another account of yours or third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card or similar order to a third party are limited to six per calendar month. When there are more than six transfers or withdrawals (in total) in a calendar month from a savings or money market account to another account of yours or to a third party by means of pre-authorized or automatic transfer, telephone order, instruction, computer transfer, or by check, debit card or similar order, a \$1.00 excess debit fee is assessed for each withdrawal or transfer over six combined withdrawals and transfers.

#### If the account type is an interest-bearing product, the following apply.

The interest rate and annual percentage yield stated on the separate rate sheet are accurate as of the dates stated on the rate sheet. If you would like more information, please call us at the contact information listed on this document.

**Frequency of rate changes** - We may change the interest rate on your account daily. We do not have a minimum or maximum on rate changes.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

### PRODUCT SPECIFIC FEATURES

#### TOTALLY FREE BUSINESS CHECKING

- This is a non-Interest-Bearing Account. There is no minimum balance requirement and no service charge.
- Transaction Limitations: 200 items per statement cycle. Items include all debits, credits, and deposited items. If a Totally Free Business Checking account exceeds 200 items, or exceeds total cash and coin deposits, withdrawals, and change orders over \$10,000 per statement cycle, the account may be changed to Simply Business Checking which includes additional fees.

#### SIMPLY BUSINESS CHECKING

- This is a non-Interest-Bearing Account. There is no minimum balance requirement.
  - Transaction Limitations: 500 items per statement cycle. Items include all debits, credits, and deposited items. Items in excess of 500 will be charged \$0.50 per item. Total cash and coin deposits, withdrawals, and change orders over \$10,000 will be charged 0.12% of the excess cash total. Accounts exceeding one or both listed above may be changed to Commercial Checking which includes additional fees.
- All fees charged will be combined and posted to the statement as a service charge.

#### BUSINESS INTEREST CHECKING

- This is an Interest-Bearing Account.
- **Minimum balance to avoid imposition of fees** - Service charge of \$6.00 will be imposed every statement cycle if the balance in the account falls below \$1,500.00 any day of the statement cycle.

#### PUBLIC FUNDS CHECKING

- This is an Interest-Bearing Account.
- **Minimum balance to avoid imposition of fees** - Service charge of \$6.00 will be imposed every statement cycle if the balance in the account falls below \$1,500.00 any day of the statement cycle.

## COMMERCIAL CHECKING

- **Credit Against Fees:** This account earns a credit that may be applied to your account monthly service charge. If the amount of the credit exceeds the amount of these fees, you will not receive any credit for the difference. The earnings credit rate will be calculated by applying the earnings credit rate to the average collected balance in the account for each statement cycle less the 10% reserve balance requirement. At our discretion and at any time, we may change the rate.
    - Total cash and loose coin deposits, withdrawals, and change orders will be charged \$0.10 per \$100.00.
    - Total rolled coin deposits, withdrawals, and change orders will be charged \$0.05 per roll.
  - A monthly charge will be imposed on negative collected average balance.
  - Refer to the separate rate sheet for earnings credit and negative collected balance rates.
  - A maintenance fee of \$10.00 will be imposed each month with a per item charge of \$0.25 for every credit and a per item charge of \$0.10 for every debit.
  - A per item charge of \$0.10 will be imposed for deposited items.
  - A Deposit Protection Assessment fee of 0.012% will be calculated on monthly average collected balances per account up to \$250,000.
- All fees charged will be combined and posted to the statement as a service charge. Other fees may apply as additional services are selected.

## PREMIER BUSINESS ANALYSIS CHECKING

- **Credit Against Fees:** This account earns a credit that may be applied to your account monthly service charge. If the amount of the credit exceeds the amount of these fees, you will receive a credit for the difference. The earnings credit rate will be calculated by applying the earnings credit rate to the average collected balance in the account for each statement cycle less the 10% reserve balance requirement. At our discretion and at any time, we may change the rate.
  - A monthly charge will be imposed on negative collected average balance
  - Refer to the separate rate sheet for earnings credit and negative collected balance rates.
  - A maintenance fee of \$10.00 will be imposed each month with a per item charge of \$0.25 for every credit and a per item charge of \$0.10 for every debit.
  - A per item charge of \$0.10 will be imposed for deposited items.
- All fees charged will be combined and posted to the statement as a service charge. Other fees may apply as additional services are selected.

## REALTOR TRUST CHECKING

This is an Interest-Bearing Account. There is no minimum balance requirement and no service charge.

## LAWYER TRUST CHECKING

This is an Interest-Bearing Account. There is no minimum balance requirement and no service charge.

## BUSINESS MONEY MARKET

- This is an Interest-Bearing Account.
- **Minimum balance to avoid imposition of fees** - A service charge of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$2,500.00 any day of the statement cycle.
- If you exceed the transfer limitations set forth above during three months in a twelve-month period, your account will be changed to Business Interest Checking.

## PUBLIC FUNDS MONEY MARKET

- This is an Interest-Bearing Account.
- **Minimum balance to avoid imposition of fees** - A service charge of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$2,500.00 any day of the statement cycle.
- If you exceed the transfer limitations set forth above during three months in a twelve-month period, your account will be changed to Business Interest Checking.

## PREMIER BUSINESS MONEY MARKET

- This is an Interest-Bearing Account.
- **Minimum balance to avoid imposition of fees** - A service charge of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$5,000.00 any day of the statement cycle.
- If you exceed the transfer limitations set forth above during three months in a twelve-month period, your account will be changed to Business Interest Checking.

## BUSINESS SAVINGS

- This is an Interest-Bearing Account.
- **Minimum balance to avoid imposition of fees** - A service charge of \$2.00 will be imposed every month if the balance in the account falls below \$100.00 any day of the month.

## PREMIER BUSINESS SAVINGS

- This is an Interest-Bearing Account.
- **Minimum balance to avoid imposition of fees** - A service charge of \$2.00 will be imposed every month if the balance in the account falls below \$100.00 any day of the month.

## TRUTH-IN-SAVINGS DISCLOSURE FOR TIME DEPOSIT ACCOUNTS

### Consumer and Business Accounts.

CD and IRA products may vary by bank division. Refer to the separate division rate sheet for products, rate, and annual percentage yield details. Products offered are referred to as "Term" and "Savings IRA". Term products are CD and IRA with a specific length of time such as 12 Months. Savings IRAs do not have a specific term.

The interest rate and annual percentage yield stated on the separate rate sheet are accurate as of the date printed. If you would like more current rate and yield information, please call us at the number in the privacy section of this document. This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed as that the singular includes the plural, and the plural includes the singular.

### TERM CD AND IRA COMMON FEATURES

**FIXED RATE:** The interest rate and annual percentage yield provided on the separate rate sheet will pay until the first maturity.

**Withdrawal of Interest Before Maturity:** The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.

**Effect on Closing an Account:** If you close your account before interest is credited, you will receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS:** To Open the Account: You must deposit at least \$500.00 to open this account.

**To Obtain the Annual Percentage Yield Disclosed:** You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

**BALANCE COMPUTATION METHOD:** We use the daily balance method to calculate the interest on your account. This method applies to a daily periodic rate to the principal in the account each day.

**ACCRUAL OF INTEREST ON NONCASH DEPOSITS:** Interest begins to accrue no later than the business day we receive the credit for the deposit of noncash items (for example, checks).

**MATURITY DATE:** Your account will mature based on the term on the account. (ex. 6 months). The date your account matures is printed on the Account Agreement under "Other Terms/Information".

**Minimum Balance Accounts.** We reserve the right to treat any withdrawal which would reduce the balance remaining in the account below the required minimum initial deposit or minimum balance as a withdrawal of the entire account balance and calculate the amount of the penalty accordingly. In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**RENEWAL POLICY:** This account will automatically renew at maturity. You will have ten calendar days after the maturity date to withdraw funds without penalty.

**RENEWAL INTEREST CALCULATION:** Interest will be calculated on the same basis as during the original term.

#### PRODUCT SPECIFIC FEATURES

#### ADDITIONS TO ACCOUNT:

- For CDs: You may not make any deposit into your account until maturity.
- For IRAs: You may make unlimited deposits into your account.

#### COMPOUNDING and CREDITING: Frequency:

- For CD or IRAs with terms up to and including 12 Months, interest will be compounded and paid at maturity. Interest will be added back to the certificate.
- For CDs and IRAs with terms greater than 12 months, interest will be compounded and paid annually and at maturity. Interest will be added back to the certificate.

**EARLY WITHDRAWAL PENALTY:** A penalty may be imposed for withdrawals before maturity. The penalty will be in the amount equal to: Seven days' interest on the amount withdrawn if the withdrawal is made within the first six days after the deposit. Penalties after six days vary by the term of the account as shown below.

- **Terms 3 through 9 Months:** 1 months' interest on the amount withdrawn.
- **Terms 12 through 25 Months:** 3 months' interest on the amount withdrawn.
- **Terms 36 through 60 Months:** 6 months' interest on the amount withdrawn.

#### RENEWAL TERMS:

- **4 Month CD/IRA:** Each renewal term will be 3 Months.
- **7 Month CD/IRA:** Each renewal term will be 6 Months.
- **13 Month CD/IRA:** Each renewal term will be 12 Months.
- **13 Month Bump Up CD/IRA:** Each renewal term will be 12 months.
- **25 Month CD/IRA:** Each renewal term will be 24 Months.
- **All other products:** Each renewal term will be the same as the original term, beginning on the maturity date.

#### 13 MONTH BUMP-UP CD/IRA

**VARIABLE RATE:** The interest rate on your account may change.

**Determination of Rate and Frequency of Rate Change:** The initial interest rate on your account will change when the one-time bump option is requested. The new rate will be the published 13 Month Bump-Up CD/IRA rate.

**Subsequent rates:** The new rate will be in effect for the remainder of the term.

#### SAVINGS IRA

**VARIABLE RATE:** The interest rate and annual percentage yield is provided on the separate rate sheet.

**Determination of Rate:** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Change:** We may change the interest rate on your account daily.

**COMPOUNDING and CREDITING:** Frequency: Interest will be compounded and paid quarterly. Interest will be added back to the certificate.

**Effect on Closing an Account:** If you close your account before interest is credited, you will receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS: To Open the Account:** You must deposit at least \$50.00 to open this account.

**To Obtain the Annual Percentage Yield Disclosed:** You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

**BALANCE COMPUTATION METHOD: Daily Balance Method:** We use the daily balance method to calculate the interest on your account. This method applies to a daily periodic rate to the principal in the account each day.

**ACCRUAL OF INTEREST ON NONCASH DEPOSITS:** Interest begins to accrue no later than the business day we receive the credit for the deposit of noncash items (for example, checks).

**Minimum Balance Accounts.** We reserve the right to treat any withdrawal which would reduce the balance remaining in the account below the required minimum initial deposit or minimum balance as a withdrawal of the entire account balance and calculate the amount of the penalty accordingly. In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**ADDITIONS TO ACCOUNT:** You may make unlimited deposits into your account.

**ADDITIONAL TERMS:** We reserve the right to require seven days' notice in writing before any withdrawal.

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#### FEE SCHEDULE EFFECTIVE JANUARY 1, 2024

#### Overdraft Fees:

Overdraft created by items or transactions including, but not limited to, checks (including re-presented checks), ACH (including ACH transactions initiated after a first ACH is returned), in-person withdrawals, ATM withdrawals, or other withdrawals or transfers by electronic or other means (collectively "item").

Overdraft Fee .....	\$30.00
- fee assessed for each item paid <sup>1</sup>	
Continuous Overdraft Fee .....	\$5.00
- fee assessed each business day on accounts that remain overdrawn for more than 5 consecutive business days	

**Wire Transfer Fees:**

Domestic Wire Transfer Fee (the following fees will be disclosed as "Domestic Wire Transfer Fee" on your periodic statement)	
- for each incoming wire transfer .....	\$10.00
- for each outgoing wire transfer .....	\$20.00
Foreign Wire Transfer Fee (the following fees will be disclosed as "Foreign Wire Transfer Fee" on your periodic statement)	
- for each incoming wire transfer .....	\$10.00
- for each outgoing wire transfer sent in US dollars .....	\$75.00
- for each outgoing wire transfer sent in foreign currency .....	\$50.00

**Card Services:**

Debit Card Express Delivery .....	\$80.00
Debit Card Local Image Fee .....	\$5.00
Debit Card Custom Image Fee .....	\$10.00

**Other Fees:**

Cashiers Check Fee per check .....	\$5.00
Early Closing Fee .....	\$10.00
- if account is closed within the first 90 days	
Levy/Garnishment Fee per request .....	\$75.00
Excess Debit Fee per item .....	\$1.00
Stop Payment Fee each item .....	\$30.00
Sweep Transaction Fee each transfer .....	\$2.00
<b>Unclaimed Property Fee</b> .....	Varies by state

Products and services may vary by branch. Not all fees are listed. Unclaimed property fees are based on state escheatment laws. Fees are subject to change at the bank's discretion. Contact your local branch if you have questions.

<sup>1</sup> No Overdraft Fee will be charged for debit card transaction requests and ATM withdrawals that were pre-authorized with a positive current balance and post with a negative current balance. An Overdraft Fee is not charged when the account is overdrawn ten (\$10.00) dollars or less after all items have posted each day. You will not be charged more than a total of six (6) Overdraft Fees and one (1) Continuous Overdraft Fee per business day for any one account.

**ARBITRATION PROVISION**

You and Glacier Bank (the "Bank") agree that we shall attempt to informally settle any and all disputes, controversies, or claims arising out of, affecting, or relating to your deposit accounts with the Bank (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org). Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ARBITRATION PROVISION (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). Notwithstanding the law that may govern your account agreement or any state law to the contrary, this Arbitration Provision shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, regardless of the origin or nature of the Claims at issue. This Arbitration Provision does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Provision shall not apply to claims that are initiated in or transferred to small claims court.

**1. Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Provision, this Arbitration Provision shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

**2. Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Bank shall pay for any filing fees imposed on you by the AAA. Nothing contained in this Arbitration Provision shall prevent either You or the Bank from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

Any determination as to whether this Arbitration Provision is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

**3. Class Action Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

**4. Severability.** In the event the Class Action Waiver in this Arbitration Provision is found to be unenforceable for any reason, the remainder of this Arbitration Provision shall also be unenforceable. If any provision in this Arbitration Provision, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879.

**FACTS****WHAT DOES GLACIER BANK DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and account transactions

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Glacier Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information		Does Glacier Bank share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you		Yes	No
<b>For joint marketing with other financial companies</b>		Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences		Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness		No	We don't share
<b>For nonaffiliates to market to you</b>		No	We don't share
<b>Questions?</b>	<b>Call or go to the appropriate website listed:</b>	<b>Main Phone</b>	<b>Telephone Banking</b>
	Altabank	www.altabank.com	Ph: 800-815-2265
	Bank of the San Juans	www.banksanjuans.com	Ph: 970-247-1818
	Citizens Community Bank	www.ccb-idaho.com	Ph: 208-232-5373
	Collegiate Peaks Bank	www.collegiatepeaksbank.com	Ph: 719-395-2472
	First Bank of Montana	www.1stbmt.com	Ph: 406-538-7471
	First Bank of Wyoming	www.gofirstbank.com	Ph: 800-377-6909
	First Community Bank Utah	www.fcbutah.com	Ph: 801-813-1600
	First Security Bank of Bozeman	www.ourbank.com	Ph: 406-585-3800
	First Security Bank of Missoula	www.fsbmsla.com	Ph: 406-728-3115
	First State Bank	www.fsbwy.com	Ph: 307-322-5222
	Foothills Bank	www.foothillsbank.com	Ph: 800-288-8244
	Glacier Bank	www.glacierbank.com	Ph: 800-735-4371
	Heritage Bank of Nevada	www.heritagebanknevada.com	Ph: 775-348-1000
	Mountain West Bank	www.mountainwestbank.com	Ph: 800-641-5401
Valley Bank	www.valleybankglacier.com	Ph: 406-495-2400	
Western Security Bank	www.westernsecuritybank.com	Ph: 406-238-8820	
Wheatland Bank	www.wheatland.bank	Ph: 888-896-2577	

**Who we are****Who is providing this notice?**

Glacier Bank and its Divisions (list of divisions below)

**What we do****How does Glacier Bank protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How does Glacier Bank collect my personal information?**

We collect your personal information, for example, when you

- open an account or deposit money
- pay your bills or apply for a loan
- use your credit or debit card

We also collect your personal information from others such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State law and individual companies may give you additional rights to limit sharing.

**Definitions****Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include financial companies related by common ownership control. The entities jointly providing this notice are listed at the end of the form.

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Glacier Bank does not share with nonaffiliates so they can market to you.

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners include companies such as financial service companies.

**Glacier Bank divisions include:**

Altabank, Division of Glacier Bank  
 Bank of the San Juans, Division of Glacier Bank  
 Citizens Community Bank, Division of Glacier Bank  
 Collegiate Peaks Bank, Division of Glacier Bank  
 First Bank of Montana, Division of Glacier Bank  
 First Bank of Wyoming, Division of Glacier Bank  
 First Community Bank Utah, Division of Glacier Bank  
 First Security Bank of Bozeman, Division of Glacier Bank  
 First Security Bank of Missoula, Division of Glacier Bank  
 First State Bank, Division of Glacier Bank  
 Foothills Bank, Division of Glacier Bank  
 Glacier Bank  
 Heritage Bank of Nevada, Division of Glacier Bank  
 Mountain West Bank, Division of Glacier Bank  
 Valley Bank, Division of Glacier Bank  
 Western Security Bank, Division of Glacier Bank  
 Wheatland Bank, Division of Glacier Bank

33 East Main Street, American Fork, UT 84003  
 144 East 8<sup>th</sup> Street, Durango, CO 81301  
 PO Box 1689, Pocatello, ID 83204-1689  
 PO Box 3009, Buena Vista, CO 81211  
 PO Box 540, Lewistown, MT 59457  
 245 E 1<sup>st</sup> Street, Powell, WY 82435  
 12 South Main Street, Layton, UT 84041  
 208 E Main Street, Bozeman, MT 59715  
 1704 Dearborn, Missoula, MT 59801  
 1405 16<sup>th</sup> Street, Wheatland, WY 82201  
 11689 S Foothills Blvd, Yuma, AZ 85367  
 PO Box 27, Kalispell, MT 59903-0027  
 2330 S Virginia Street, Reno, NV 89502  
 125 Ironwood Drive, Coeur D'Alene, ID 83814  
 PO Box 5269, Helena, MT 59604  
 PO Box 20637, Billings, MT 59104-0637  
 222 North Wall Street, Spokane, WA 99201