

I. Introduction .....	2
II. Accessing Ruby Valley National Bank Electronic Banking Services .....	2
A. Requirements .....	2
System Requirements.....	2
Password Requirements .....	3
Eligible Accounts.....	3
Fees .....	4
Hours of Accessibility.....	4
B. New Services.....	4
C. Electronic Mail (email) .....	4
III. Terms and Conditions .....	5
A. Our Liability.....	5
B. Ruby Valley National Bank RubyNet Internet Banking Electronic Service (“RubyNet Internet Banking”) .....	6
C. Ruby Valley National Bank BillPay Electronic Service (“BillPay”).....	7
Using the Service .....	7
BillPay Fees .....	8
Account Ownership .....	9
D. Ruby Valley National Bank WebStatement Electronic Service (“WebStatement”) .....	9
IV. General Terms .....	9
A. Changes to Charges, Fees or Other Terms.....	9
B. Other General Terms .....	10
C. Severability.....	10
V. Protecting Your Account .....	11
A. Unauthorized Transactions in Your Bank Accounts.....	11

## I. Introduction

This Ruby Valley National Bank Online User Agreement ("Online User Agreement") for accessing electronic banking services explains the terms and conditions governing those services offered through Ruby Valley National Bank. By using our electronic banking services you agree to abide by the terms and conditions of this Online User Agreement. This Online User Agreement will be governed by and interpreted in accordance with all applicable federal laws and regulations. The following rules will apply to the extent there is no applicable federal law or regulation.

The terms "we," "us," "our," and "Bank" refer to Ruby Valley National Bank. "You" and "yours" refer to each owner of an account. The term "business day" means Monday through Friday, excluding Saturday, Sunday and federal bank holidays. The terms "site," "website," "RubyNet" and "electronic banking" refer to Ruby Valley National Bank's transaction access website.


Electronic banking services can be used to access certain Bank accounts held at Ruby Valley National Bank. Electronic banking services can also be used to access your account statement and to pay bills. In addition, electronic banking can be used to initiate ACH entries into the electronic payment system. The terms and conditions of your Deposit Account Agreement(s) and the applicable Disclosures for each of your Bank accounts as well as your other agreements with the Bank, such as those you entered into for loans, continue to apply notwithstanding anything to the contrary in this Online User Agreement.


## II. Accessing Ruby Valley National Bank Electronic Banking Services

### A. Requirements

#### *System Requirements*


To access Ruby Valley National Bank electronic banking services, you must have a browser that supports 128-bit encryption. We have provided the links below to help you get the version of Microsoft Internet Explorer or Mozilla Firefox. Click on the icon for the browser you use.


Use  to update your Microsoft Internet Explorer Browser to the latest version. You will need to select the appropriate platform and operating system.

Use  to update your Mozilla Firefox Browser to the latest version. You will need to select the appropriate platform and operating system.

If you wish to use a different browser, you will need to contact the provider of the browser you wish to use to get the proper 128-bit encryption.

In order to access WebStatements, you must have Adobe Acrobat Reader version 9.0 or greater.

You can download or update your current version of Acrobat Reader by clicking .

In order to use the financial calculators offered on this website, you must install the latest version of Java!™ Runtime from SunMicrosystems, Inc. on your computer by clicking .

### *Password Requirements*

Your user ID/username and online passwords will give you access to your Ruby Valley National Bank electronic banking services. These passwords can be changed within the electronic banking services system. We recommend that you change your passwords regularly. We are entitled to act on instructions received under your passwords. For security purposes, it is recommended that you memorize these online passwords and do not write them down. You are responsible for keeping your passwords and account data confidential.

For your protection, your password for the Ruby Valley National Bank RubyNet Internet Banking Electronic Service (“RubyNet Internet Banking”) must be a minimum of seven alphanumeric characters, and must include at least one number and one alphabetic character. The password is case sensitive with upper and lower case letter capabilities.

Your password for access to the Ruby Valley National Bank ACH services website must be at least four characters long, composed of letters and numbers. Each ACH customer is assigned a unique login address for security reasons. Different users will have different passwords and different authorities.

Passwords are unique to each user accessing Ruby Valley National Bank electronic banking services. For joint and multiple signer accounts, each signer is assigned a user ID/username and password and is responsible for the confidentiality of their individual user ID/username and password. User ID/username and passwords must never be compromised or shared with any other person or signer on the account.

### *Eligible Accounts*

To access your accounts through Ruby Valley National Bank electronic banking services, you must have an eligible bank account (listed below).

- Checking Accounts
- Savings Accounts
- Personal Loans
- Vigilante Line of Credit
- Business Loans
- Real Estate Loans
- Time Deposit Accounts
- IRA Accounts

Ruby Valley National Bank electronic banking services can be used to access only bank accounts that you are authorized to access. We are under no obligation to monitor transactions through Ruby Valley National Bank electronic banking services to determine that they are made on behalf of the account holder.

## *Fees*

There are no periodic or transaction fees for accessing your account(s) or statement(s) through RubyNet Internet Banking. Click to view the [BillPay Fees](#) . All other fees, as applicable and described in the terms and conditions of your Deposit Account Agreement(s) and the applicable Disclosures for each of your Bank accounts as well as your other agreements with the Bank, including the ACH origination customers, continue to apply notwithstanding anything to the contrary in this Online User Agreement.

## *Hours of Accessibility*

You can access Ruby Valley National Bank electronic banking services 7 days a week, 24 hours a day. However, at certain times, some or all of Ruby Valley National Bank electronic banking services may not be available due to system maintenance. During these times, you may use the 24 Hour Better Banking Telephone system or contact a bank office to conduct your transactions.

A funds transfer initiated through Ruby Valley National Bank electronic banking services before 5 PM (Mountain Time) on a business day is posted to your account the same day. All transfers completed after 5 PM (Mountain Time) on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day.

Ruby Valley National Bank business hours are Monday through Friday, 8 AM through 5 PM, except for banking holidays. "Banking Holidays" shall mean all federal banking holidays.

## **B. New Services**

Ruby Valley National Bank may, from time to time, introduce new electronic banking services. We shall update this Online User Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules contained in this Online User Agreement.

## **C. Electronic Mail (email)**

Sending us an email is a way of communicating with the Bank's customer support personnel. You may contact us 24 hours a day, 7 days a week via email. We will respond to your email inquiry, response or comment during regular business hours.

You may contact us **securely** on our Ruby Valley National Bank homepage ([www.rubyvalleybank.com](http://www.rubyvalleybank.com)) by clicking "Contact Us."

You may also contact us **securely** on our Ruby Valley National Bank website by logging on to your RubyNet Internet Banking account and clicking on the "Secure Mail" button. To ensure the security of your account information, we recommend that you use this email form when asking specific questions about your account(s).

You can also contact us directly via **unsecure** email at [info@rubyvalleybank.com](mailto:info@rubyvalleybank.com).

You cannot use email to initiate transactions to your account(s). For banking transactions, please use the appropriate functions within RubyNet Internet Banking, call the Bank office at (406) 842.5411 or access the 24 Better Banking System at 888-842-5121.

### **III. Terms and Conditions**

**The following terms and conditions apply to all Ruby Valley National Bank electronic banking services:**

#### **A. Our Liability**

Our liability to you is explained in any agreements, notices and disclosures that we separately provide to you from time to time regarding your eligible bank accounts and Ruby Valley National Bank electronic banking services. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices, or disclosures. Under no circumstances will we have any liability to you for failing to provide you access to your eligible bank accounts through Ruby Valley National Bank electronic banking services. Furthermore, unless otherwise required by applicable law or otherwise limited by this Agreement, we will only be responsible for performing the RubyNet Internet Banking Services as expressly stated in this Agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Electronic Banking Services.

IN NO EVENT WILL WE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES UNDER ANY CIRCUMSTANCES.

We will not be obligated to honor, in whole or in part any transaction or instruction which:

- Is not in accordance with any term or condition of this Online User Agreement;
- Is not in accordance with any term or condition applicable to the Ruby Valley National Bank electronic banking services or eligible bank account;
- We have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- Is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- We have reasonable cause not to honor for our or your protection.

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:

- If, through no fault of ours, you do not have enough money in your account to make a transfer or bill payment.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.

- If the transfer or bill payment would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Ruby Valley National Bank electronic banking services.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us.

Except as specifically provided in this Online User Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Bank, OR by Internet browser providers such as Firefox (Mozilla browser) and Microsoft (Microsoft Explorer browser), OR by Internet access providers OR by online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall the service providers or we be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, Ruby Valley National Bank electronic banking services, or Internet browser or access software.

**INDEMNIFICATION.** Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your eligible bank account, if you are an owner of an eligible bank account you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments, attorney fees, costs, interest, and expenses arising out of or in any way connected with an eligible bank account or the performance of a Ruby Valley National Bank electronic banking services. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Ruby Valley National Bank electronic banking services by you or your authorized representative.

Ruby Valley National Bank specifically offers four Ruby Valley National Bank electronic banking services at this time. Specific terms and conditions relating to these services is as follows:

**B. Ruby Valley National Bank RubyNet Internet Banking Electronic Service (“RubyNet Internet Banking”)**

Ruby Valley National Bank RubyNet Internet Banking Electronic Service (“RubyNet Internet Banking”) is available for business and consumer customers. RubyNet Internet Banking allows you to manage your eligible accounts from your home or office through your personal computer. You can use RubyNet Internet Banking to:

- View account balances and review transaction histories for checking and savings accounts
- View images of cleared checks
- Print your account history

- Transfer money between eligible accounts, including RVNB loan payments
- Reorder checks (charge will vary depending on account and type of checks ordered)
- Communicate directly with the RVNB through secure email
- Initiate a stop payment
- Download checking or savings transactions for use in Quicken®, QuickBooks®, Microsoft Money® or other financial software

You agree to be responsible for any telephone charges that you incur for access to RubyNet Internet Banking.

### **C. Ruby Valley National Bank BillPay Electronic Service (“BillPay”)**

Ruby Valley National Bank BillPay Electronic Service (“BillPay”) is available for business and consumer customers. BillPay allows you to pay your bills automatically through RubyNet. You can schedule, at your option, the payment of current, future and recurring bills from your checking account at Ruby Valley National Bank.

#### *Using the Service*

By furnishing BillPay with the names of your payees/merchants and their addresses, you authorize BillPay to follow the payment instructions to these payees/merchants. When BillPay receives a payment instruction (for the current or a future date), funds will be remitted to the payee on your behalf, from the funds in your designated checking account, on the day you have instructed them to be sent (“Payment Date”). However, we shall not be obligated to make any such payment unless your account and/or overdraft protection plan has sufficient funds or credit availability to pay the bill on the payment date. This payment should be resubmitted through BillPay or sent by check to the payee. When enrolling in BillPay, you must agree to the “Terms and Conditions of the Bill Payment Service.”

You have the right to stop or change any scheduled payment. You must provide BillPay your stop payment instructions at least three days prior to the scheduled date of the payment you wish to stop.

**NOTE: YOU MUST SCHEDULE THE PAYMENT ACCORDING TO THE SERVICES AND CONDITIONS OF THE BILL PAY SERVICE.**

We shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee. We will also not be liable if there are insufficient funds or credit availability in your designated payment account and/or overdraft protection plan; if legal order directs us to prohibit withdrawals from the payment account; if the payment account is closed or frozen; or if any part of the electronic funds transfer system is not working properly. We will not be liable for indirect, special, or consequential damages arising out of the use of BillPay.

**NO DUTY TO MONITOR PAYMENTS.** We do not have any duty to monitor the payments that are made through the BillPay Service. If you are a business and an authorized representative of yours uses the BillPay Account to pay bills which are not yours, you assume the entire risk of

loss and indemnify and hold us, our directors, officers, employees and agents harmless from the loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with such use.

Ruby Valley National Bank reserves the right to terminate your use of BillPay at any time.

You agree to be responsible for any telephone charges that you incur for access to BillPay.

If, for any reason, you should ever wish to cancel BillPay, we strongly suggest that you cancel all future bill payments through BillPay and send your cancellation instructions to PO Box 587, Sheridan, MT 59749.

### *BillPay Fees*

You will be asked to designate a payment account for BillPay (if applicable) and its associated fees. You agree to pay promptly all fees and charges for services provided under this Online User Agreement, and authorize us to charge the account that you have designated as the payment account for the fees.

<b>Service</b>	<b>Consumer</b>
Bill Payment for Consumer Accounts	Free for all accounts except Free Checking. If used with Free Checking, a \$5.95 monthly fee will be charged.
Stop Pay through BillPay	\$30
NSF through BillPay	\$25
Overnight Delivery through BillPay	\$20

*All charges listed above will be automatically deducted from your BillPay checking account and will appear on your account statement. Fees may be assessed and billed separately by BillPay.*

Each checking account will receive BillPay services at no monthly charge except for Free Checking. If BillPay services are used with a Free Checking account, a \$5.95 monthly fee will be automatically debited from your payment checking account the 1<sup>st</sup> business day of each month for that month's BillPay services. Fees will be charged to your payment account, whether or not bill payments are made in the month. To avoid the monthly service fee, you must cancel your BillPay account by calling us at (406) 842.5411 or send cancellation instructions to PO Box 587, Sheridan, MT 59749.

If the payment account has insufficient funds to cover fees, the Bank may deduct the fee from any other checking account held at Ruby Valley National Bank. If the fee cannot be paid, we may cancel BillPay. After cancellation, BillPay may be reinstated by contacting Customer Service once sufficient funds are available in your account to cover all accrued BillPay fees and any other pending transfers or debits.

Your RubyNet Internet Banking services may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, RubyNet Internet Banking services

may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call Customer Service at (406) 842-5411.

If you do not schedule or process a payment in your BillPay account via RubyNet Internet Banking for any three (3) month period, Ruby Valley National Bank reserves the right to disconnect your service. **Please note that your online bill payment information will be lost if you are disconnected.**

If you close the payment account, you must notify us and identify a new payment account for the selected services. Additionally, if you close all Bank accounts, you must notify Customer Service to cancel your RubyNet Internet Banking services or send us cancellation instructions in writing to PO Box 587, Sheridan, MT 59749.

#### *Account Ownership*

Accounts that require two or more signatures are not eligible to be linked to BillPay.

#### **D. Ruby Valley National Bank WebStatement Electronic Service (“WebStatement”)**

WebStatements are available to all customers with checking, savings or money market accounts. Customers must also be enrolled in the RubyNet Internet Banking service to be eligible for the WebStatement service. WebStatements is free of charge. Each month, you will be notified by email that your WebStatement is ready to be viewed. You will then login to our secure website to view, print or save your WebStatement.

Your first WebStatement will be available the next statement cycle after you successfully sign up for WebStatements.

You agree to be responsible for any telephone charges that you incur for access to WebStatements.

If, for any reason, you should ever wish to cancel WebStatements, send us your cancellation instructions to PO Box 587, Sheridan, MT 59749.

#### **E. Ruby Valley National Bank ACH Origination (“ACH Origination”)**

ACH Origination is available to eligible customers who wish to utilize the electronic payments network for debiting/crediting accounts. The users of ACH Origination agree to be bound by the terms and conditions of the Ruby Valley National Bank ACH Origination Agreement and its attachments.

### **IV. General Terms**

#### **A. Changes to Charges, Fees or Other Terms**

We reserve the right to change the charges, fees or other terms described in this Online User Agreement. When changes are made to any fees, charges, or other material terms we will update this Online User Agreement, and either send a notice to you at the address shown on our records,

or send you an electronic mail message (email). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days of the change. As always, you may choose to accept or decline change by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. The applicable Schedule of Fees and Account Disclosures govern changes to fees applicable to specific accounts.

## **B. Other General Terms**

**Periodic Statements-** You will get a monthly paper account statement from us for your checking and money market savings accounts. You will get a monthly paper account statement from us for your savings account, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. If you have elected to receive your statements electronically through the WebStatement service, you will be notified that your statements are available for viewing on the same timetable as the paper statements.

**Other Agreements -** In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Account Disclosure Statement, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the bank belongs, and applicable state and federal laws and regulations. We agree to be bound by them also.

**Bank's Right to Terminate this Agreement -** The Bank reserves the right to terminate this Online User Agreement and your access to Electronic Banking Services through RubyNet Internet Banking, in whole or in part, at any time.

**Assignment -** The Bank may assign this Online User Agreement to its parent corporation or to any now-existing or future direct or indirect subsidiary of its parent corporation. The Bank may also assign or delegate certain of its rights and responsibilities under this Online User Agreement to independent contractors or other third parties.

**Disclosure of Account Information -** You authorize the Bank to disclose to third parties, agents, such as independent auditors, consultants or attorneys, information you have provided or that we have obtained about your accounts and the transfers you make:

- To comply with government agency or court orders or requests; or
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- Where it is necessary for completing transfers; or
- To provide services relating to your account; or
- If you give us your permission.
- To verify this information with our privacy policy for continuity.

## **C. Severability**

If any section, sentence, clause or phrase of this Agreement is held to be invalid or unconstitutional by any Court of Competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Agreement.

## **V. Protecting Your Account**

### **A. Unauthorized Transactions in Your Bank Accounts**

Notify us at once if you believe another person has improperly obtained your online password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call Customer Service at (406) 842-5411 or write us at PO Box 587 Sheridan MT 59749.

**FOR CONSUMER ACCOUNTS ONLY:** We must hear from you no later than sixty (60) days after we have sent the first paper or online statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. When you tell us about the problem, please:

- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need.
- Tell us the dollar amount of any suspected error.

We will tell you the results of our investigation within 10 business days after we hear from you, (20 business days if the transfer involved a new account), and we will correct any error promptly. If we need more time, however, we may take up to 45 calendar days (90 days if the transfer involved a new account), to investigate your complaint or questions. If we decide to do this, we will credit your account within 10 business days, (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 do not need to credit your account while we complete our investigation. Your account is considered a new account for the first 30 days after the first deposit is made, unless the owner(s) has an established account with Ruby Valley National Bank before this account is opened. If we determine that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents used in our investigation.

If your online password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your online password without your permission to access a Bank deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

**FOR BUSINESS ACCOUNTS ONLY:** If you notify us of an unauthorized transaction in your account, we will use our best efforts to resolve it but we take no liability for doing so. You are responsible for every transaction to your account conducted pursuant to this agreement

regardless of whether it was authorized by you or exceeded any authorization you may have given.

**ACCEPTANCE**

**This Online User Agreement ("Online User Agreement") for accessing your account via Ruby Valley National Bank electronic banking service explains the terms and conditions governing that access. By using Ruby Valley National Bank electronic banking services you agree to abide by the terms and conditions of this Online User Agreement.**

_____	_____
Account Holder Printed Name	Account Holder Printed Name
_____	_____
Account Holder Signature	Account Holder Signature
_____	_____
Social Security Number	Social Security Number
_____	_____
Account Numbers to Access via RubyNet Internet Banking	Email Address
_____	_____
_____	_____
_____	_____

**Please return this Acceptance to receive your RubyNet Internet Banking password:**

<b>By Person –</b>	Ruby Valley National Bank 107 South Main, Twin Bridges MT	Ruby Valley National Bank 103 North Main, Sheridan MT
<b>By Mail –</b>	Ruby Valley National Bank PO Box 417 Twin Bridges MT 59754	Ruby Valley National Bank PO Box 587 Sheridan MT 59749
<b>By Fax –</b>	Twin Bridges 406-684-5842	Sheridan 406-842-5570

You are being provided this agreement and disclosure electronically. This agreement provides that in the future you may be provided other disclosures electronically. By agreeing to the terms and conditions of this agreement, you agree to the electronic transmission of this agreement and other information relating to this agreement and your accounts in the future. You further agree that you have Internet access and a personal computer that will enable you to receive electronic communications as contemplated by this agreement.