



1st LIBERTY'S DIGITAL BANKING AGREEMENT AND DISCLOSURE

I. Introduction

1st Liberty Federal Credit Union ("1st Liberty FCU" or the "Credit Union") endeavors to provide you with the highest quality Digital Banking available. By enrolling in Digital Banking, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement"). There is no monthly service fee for Digital Banking, at this time. Prior to any fee being implemented, you will be given notice, in accordance with applicable law.

We may offer additional Digital Banking services and features in the future. Any such added Digital Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Digital Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Digital Banking services we offer without notice, except as may be required by Law. Such amendments shall be effective when they are communicated in any way, including posted on the internet or mailed to you. **YOUR CONTINUED USE OF THE SERVICES MEANS THAT YOU AGREE TO THE CHANGES. IF YOU DO NOT AGREE TO THE CHANGES, YOU MUST NOTIFY US OF YOUR DISAGREEMENT, AND WE WILL TERMINATE YOUR ACCESS TO ALL SERVICES.**

All agreements, disclosures, rules and regulations applicable to your account, including other agreements you have with 1st Liberty FCU, now or in the future, remain in effect and are made a part of this Agreement by reference unless specifically modified.

II. Definitions

As used in this Agreement and Digital Banking services, the following words have the meanings given below:

"Account(s)" means your eligible 1st Liberty FCU Share(s) (savings), money market, checking(s), loan(s) or Share Certificate(s) information and other 1st Liberty FCU products that can be accessed through Digital Banking.

"BillPay" means 1st Liberty FCU online Bill Payment Service.

"1st Liberty's eStatement Service" or eStatement(s)" means electronic statements(s).

"Device" means a computer and related equipment with a web browser, and/or a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. **Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.**

"Digital Banking" means the banking services accessible from a device you have registered with 1st Liberty and using 1st Liberty's mobile app or a personal computer or other electronic devices, at www.1stliberty.org on the Internet.

"Online Service(s)" means 1st Liberty FCU's Digital Banking, BillPay, and eStatements.

"You" and "Your(s)," means each person with authorized access, as well as anyone you permit to access your account(s), that applies and uses the Digital Banking service.

"We," "Us," "Our", "1st Liberty FCU" and "Credit Union" means 1st Liberty Federal Credit Union.

III. Digital Banking Service

A. Description of Digital Banking Service. Digital Banking is offered as a convenience, which allows you to access your 1st Liberty FCU account information, transfer funds, make withdrawals, make payments to payees via BillPay, and conduct other banking transactions.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Digital Banking. We may also reserve the right to modify the scope of the Digital Banking service at any time.

Digital Banking may not be accessible or may have limited utility over some network/mobile carriers; therefore, may not be supportable for all devices. 1st Liberty FCU cannot guarantee and is not responsible for the availability of data services provided by your internet provider or mobile carrier, such as data outages or "out of range" issues.

Disclosure of Account Information to Third Parties. We will disclose information to third parties about your account or transfers you made: when it is necessary to complete the transfers; in order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant; in order to comply with a government agency or court orders; or if you give us written permission.

Operating Systems & Security. You are responsible for the installation, maintenance, and operation of your device, modem and software. We may modify the Digital Banking service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Digital Banking as modified. We will not be liable for any errors or failures involving any telephone or internet service, software installation, or malfunctions of any kind to your device or related equipment.

Our Digital Banking site is designed to operate using World Wide Web technologies and protocols which are adaptable to a wide range of systems. The Digital Banking section uses SSL encryption and requires a browser with a current (unexpired) Thawte Root CA Security Certificate. Some older browsers may not be able to connect to the site without first updating the browser security certificate. Our server uses 40 to 128 bit encryption, depending on the user's browser.

We use cookies to help us administer the Digital Banking section. Some browsers allow you to reject cookies from servers. If you don't allow us to set a cookie upon entering the site, you will not be able to log in. The cookie we set contains information we need for security, and allows us to 'time out' your authority to view information. We place the cookie with instructions that it can only be sent to a server in our Digital Banking domain. A cookie cannot be used to extract data from your PC. We do not store your Access Code, User Id or Password in your cookie.

The cookie we set will 'time out' your access authority to our Digital Banking section. Until it times out, you can come back to our Digital Banking without logging in. After the time out period, you will need to log in again. Remember, most browsers will let you use a BACK button to view previously visited documents, even if your viewing authority has expired. For this reason, the only way to keep others from viewing your account balance is to exit the browser when you are finished with your session. The best way is to completely close out of the Internet entirely, so the next person to get on will have to start with a new connection and a new browser. This is especially important if you are using a public or shared computer.

- B. Use of Digital Banking Service. You are responsible for the installation, maintenance, and operation of your device. We may modify the Digital Banking service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Digital Banking as modified. We will not be liable to you for any losses caused by your failure to properly use the Digital Banking service or your device.
- C. Other Agreements. You agree that, when you use Digital Banking, you remain subject to the terms and conditions of your existing agreement with any unaffiliated service providers, including, but not limited to, your internet/mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Digital Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of interaction with Digital Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your digital service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any transaction involving your share accounts accessed through Digital Banking will be subject to the 1st Liberty FCU Fee Schedule, Terms and Conditions and your Account Agreement. Transactions involving a line of credit or loan account accessed through Digital Banking will be subject to your Loan Agreement and Disclosures.

- D. Our Liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement/disclosure with you, we will be liable for no more than the amount involved in the transfer that is caused by our negligence. However, there are some exceptions. We will not be liable if:
- You do not have enough money in your account to make the transfer;
 - The Digital Banking equipment or software was not working properly;
 - You have not properly followed the Digital Banking agreement;
 - Circumstances beyond our control (such as fire, flood, or power, electrical, or equipment failure) prevent the transfer despite reasonable precautions that we have taken.
- E. Cancellation of Service. You may cancel Digital Banking by writing to 1st Liberty Federal Credit Union, Member Service, P.O. Box 5002, Great Falls, MT 59403-5002, sending a secure message through our Digital Banking Platform, contacting us at 800-824-0585, or visiting any branch. Please note that it may take up to ten (10) business days to process a cancellation request. Termination will not affect your liability or obligations under these Agreements and Disclosures for transactions already processed on your behalf. We may terminate your use of Digital Banking, in whole or in part, for any reason at any time without prior notice. Your access may, for example, be terminated if any or any authorized user, breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or password. We reserve the right to discontinue your enrollment in Digital Banking after six (6) months of inactivity. Cancellation of Digital Banking will not cancel your wireless device or any agreement with your mobile service provider.
- F. Weblinking to Third Party Sites. Digital Banking may contain hyperlinks to third party websites. Hyperlinks to third party websites are solely for informational purposes and for use at your own risk. When you visit a third party website, you will no longer be protected by our privacy policies or security practices. You should familiarize yourself with the privacy policy and security practices of the linked third party

website before providing personal information. 1st Liberty FCU does not endorse, approve, or guarantee information, products, or services provided on third party websites and disclaims any and all liability in connection with third party websites. 1st Liberty is not responsible for webcasting or any other form of transmission received from any third party website nor is 1st Liberty responsible if the third party website is not working appropriately. Any dealings with third party websites (including advertisers), participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and third party (or advertisers). We shall not be responsible or liable for any loss or damage incurred by the use of a third party website.

IV. Permitted Digital Banking Transactions

Subject to system availability, you may initiate transactions at any time seven (7) days a week, 24 hours a day. However, business days are Monday through Friday excluding holidays. Transactions completed after 7:00 pm Monday – Friday will be posted to your account on the following business day. Transactions completed on weekends or holidays will be posted on the next business day.

You may view your account balances and transaction history. There may be drafts written against your balance, or other electronic items such as debit card transactions, that have not yet been presented to the credit union for payment. The information regarding your account balances accessed through Digital Banking is provided to you as a courtesy pursuant to your request. For members that have filed a petition seeking bankruptcy protection under any chapter of the U.S. Bankruptcy Code, no demand for payment is hereby made, and the information provided is not to be construed as an attempt to collect or recover any claim or debt in violation of the provisions of 11 U.S.C. Section 362.

You may use Digital Banking to transfer funds between your eligible 1st Liberty FCU accounts (“Internal Transfer”). You must have sufficient funds available in the selected account at the time the transfer request is received. You may also transfer to an account at another financial institution using Digital Banking.

You are restricted to six (6) preauthorized, automatic or telephone transfers/withdrawals monthly from your savings account to another account of yours or to a third party. You are restricted to three (3) withdrawals monthly from your money market account, as described in the account agreement and disclosure provided at the time of account opening. The transfer and withdrawal limitations are per share account. Each transaction conducted using Digital Banking counts towards these restrictions.

We have no responsibility for establishing the identity of any person or determining the validity of any transaction received using your login and password. We may also limit the type, frequency and amount of transactions for security purposes and may change or impose the limits without notice, at our option.

V. User Consent to Communications

By providing us with an email address, cellular number used for a device or any other wireless device now or in the future, including a number that you later convert to a cell phone number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, emails and calls made by an automatic telephone dialing system from us or our affiliates and agents for everyday business purposes of the communications (i.e., account alerts and notifications). You also agree to receive messages from us on important news, information on upcoming events, and special marketing/promotional offers related to 1st Liberty. Calls, data, and messages may incur access fees from your mobile provider, and you are responsible for any such charges. In a regular course of our service to you, we may monitor and record phone conversations made or received by our employees. You agree that we will have this right with respect to all phone conversations between you and our employees, whether imitated by you or any of our employees. For payment authorizations you provide by telephone, we may require you to confirm such instructions in writing.

In the event your device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a device, and that in the event of theft or loss, your confidential information could be compromised. If you have any questions you may contact us in writing to 1st Liberty Federal Credit Union, Member Service, P.O. Box 5002, Great Falls, MT 59403-5002, sending a secure message through our Digital Banking Platform, contacting us at 800-824-0585, or visiting any branch. If you would like to stop receiving text messages, you can do so by replying “STOP”.

You have the ability to manage your communication preferences at any time on Digital Banking and update your contact information by sending a secured message through Digital Banking. You agree to promptly notify us of any address or contact information change.

VI. Your Responsibilities

You represent and agree to the following by enrolling for or using Digital Banking:

- A. Account Ownership/Accurate Information. You represent that you are the legal owner of the account and other financial information which may be accessed via Digital Banking. You represent and agree that all information you provide to us in connection with Digital Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Digital Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the device you will use to access Digital Banking.

- B. User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Digital Banking. You agree not to leave your device unattended while logged into Digital Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your device, login information, or other means to access Digital Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your account.
- C. User Conduct. You agree not to use Digital Banking or the content or information delivered through Digital Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Digital Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Digital Banking; (i) interfere with or disrupt the use of Digital Banking by any other user; or (j) use Digital Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
- D. No Commercial Use or Re-Sale. You agree that the Digital Banking service is only for the person or business use of individuals authorized to access your account information. You agree not to make any commercial use of Digital Banking or resell, lease, rent, or distribute access to Digital Banking.
- E. Accessing the Services From Outside the United States. We make no representation that any content of use of Digital banking service is available for use in locations outside of the United States. If you choose to access the service from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws.
- F. Liability for Unauthorized Use. You could lose all of the money in your accounts if you take no action to notify us of the unauthorized use. You will notify us immediately if you believe that your account information and/or password has become known to an unauthorized person. Telephoning 800-824-0585 is the best way of keeping your possible losses to a minimum. If you notify us within two (2) business days after you learn that your password has become known to an unauthorized person, your loss is limited to no more than \$50.00. If you do NOT notify us within two (2) business days, you could be liable up to \$500.00.
- G. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless 1st Liberty FCU, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from (a) a third party claim, dispute, action or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with Digital Banking; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Digital Banking.

VII. Privacy.

- A. General Privacy. Protecting your privacy is important to us. Our Privacy Policy is available on our website. Our Digital Banking database is a private system operated for the exclusive use of our members. We use SSL encryption and digital server authentication to insure the privacy of your information when sending data between our Digital Banking server and your PC. All Digital Banking logins are logged by the server. For authenticated members who use Digital Banking, we collect and store certain information such as how often you visit the Digital Banking section, dates and times of visits and which pages are being used. We use this information for internal review and product evaluation only. We never sell, transfer or trade this information unless we are compelled to do so by law. We may gather and store additional information available to us on failed login attempts and other activities we consider a threat to our system. In these cases, we will share this information with other companies, agencies and law enforcement officials as we determine necessary or as we are required by law.
- B. Protecting Children's Online Privacy. We do not knowingly collect, nor is our Digital Banking site designed or directed, to use personal information from children under the age of 13 without containing verifiable consent from their parents. Should a child whom we know to be under the age of 13 send personal information to us, we will only use that information to respond directly to that child, seek parental consent or provide parental notice.

VIII. Error Resolution for Electronic Funds Transfers.

In case of errors or questions about your Electronic Fund Transfers you may call us at 800-824-0585 or write our Member Services Department, P.O. Box 5002, Great Falls, MT 59403-5002.

If you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) business days. If we do not receive it within the allotted time, we may not credit your account. Please provide the following:

1. Tell us your name and account number (for security purposes only last 4 digits of your account number).
2. Tell us the dollar amount of the suspected error.
3. Describe the error or the transfer you are unsure about, and explain why you believe it is an error or why you need more information.

We will tell you the results of our investigation within 10 business days (5 business days for alleged unauthorized transfers or 20 business days for new accounts) 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 for point-of-sale, foreign-initiated transfers or a new account) to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days (5 business days for alleged unauthorized transfers or 20 business days for new accounts) 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 determine that an error did NOT occur, any provisional credit made to your account will be reversed. We will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

IX. Consent and Notice Regarding Electronic Communications.

- A. Consent to Electronic Delivery. By enrolling in Digital Banking, you agree to receive and/or obtain current and future notices, disclosures, and other communications, such as alerts, regarding your relationship with 1st Liberty FCU electronically. You may also enroll to receive and/or obtain your statements electronically. You acknowledge that you meet the hardware and software requirements to access Digital Banking, BillPay and/or email and can retain electronic communications by printing and/or downloading and saving agreements, disclosures or other records related to all 1st Liberty FCU Online Services. You accept electronic communications provided via Digital Banking, BillPay, and email as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.
- B. Paper Version of Electronic Communication. You may request a paper version of any electronic communication by writing to 1st Liberty Federal Credit Union, Member Service, P.O. Box 5002, Great Falls, MT 59403-5002, sending a secure message through our Digital Banking Platform, contacting us at 800-824-0585, or visiting any branch. If you request paper copies of your account statements, a fee will be assessed. Refer to the current Fee Schedule.
- C. Right to Withdraw Consent. You have the right to withdraw your consent to receive/obtain electronic documents and communications at any time. Please be aware; however, that withdraw of consent may result in the termination of that service or product. Your withdraw of consent will be effective within a reasonable time after receipt of the withdraw, a ten (10) day notice is required for withdraw from eStatements. There is a fee associated with paper statements. Refer to the current Fee Schedule. You may withdraw your consent by writing to 1st Liberty Federal Credit Union, Member Service, PO Box 5002, Great Falls, MT 59403-5002; sending a secure message through our Digital Banking Platform; contacting us at 800-824-0585; or visiting any branch. If you decide to withdraw your consent, the legal validity and enforceability of prior electronic disclosures will not be affected.
- D. Information Required – Notifications and Updates. Your true, accurate and complete email address, mobile phone number, and other contact information is required in order for you to utilize Digital Banking. You agree to keep 1st Liberty FCU informed and update promptly any changes to your information. You may update your information by writing to 1st Liberty Federal Credit Union, Member Service, P.O. Box 5002, Great Falls, MT 59403-5002; sending a secure message through our Digital Banking Platform; or visiting any branch. If Electronic Communications is being returned to us as undeliverable, we will discontinue Electronic Communications and will return to distribution in paper form, which may involve a fee, until updated information is received by you. You are responsible to use Digital Banking regularly to check for Electronic Communications.
- E. Hardware and Software Requirements. You must meet the minimum hardware and software requirements.

To access your electronic documents on a mobile device, you will need a mobile device with any of the operating systems compatible with Adobe Acrobat's system requirements, available here: <https://helpx.adobe.com/sign/system-requirements.html>.

You will also need a data plan provided by your wireless carrier and an up-to-date mobile internet browser that is compatible with, and supported by, your operating system (e.g. Chrome or Safari); if you wish to view PDF files on your mobile device, you will need software that accurately reads and displays PDF files (such as the mobile version of Adobe Reader); and a printer and/or storage device if you wish to print or retain any electronic documents.

To access your electronic documents on a traditional computer, you will need a computer with any of the operating systems compatible with Adobe Acrobat's system requirements, available here: <https://helpx.adobe.com/sign/system-requirements.html>.

You will also need a printer and/or storage device if you wish to print or retain any electronic documents.

You are solely responsible for set-up, installation, maintenance, and operation of your devices used to access Electronic Signatures and 1st Liberty FCU Digital Banking Platform, and for providing your own access to the Internet through the Internet service provider of your choice. 1st Liberty FCU is not responsible for errors, failures, or malfunctions of any device used, or attempted to use, for electronic signatures and account access, whether arising from a virus or any other hardware or software problem.

By accepting this Agreement/Disclosure, you confirm your devices meet the above requirements.

X. Additional Terms.

- A. Indemnification. You agree to defend, indemnify and hold harmless us from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of Digital Banking or the applicable Online Services.
- B. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
- C. Exclusion of Warranties. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE DIGITAL BANKING SERVICE IS AT YOUR SOLE RISK AND THAT THE DIGITAL BANKING SERVICE AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE DIGITAL BANKING SERVICE OR OUR DIGITAL PLATFORMS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE DIGITAL BANKING SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.
- D. Limitation of Liability. EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER APPLICATION AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE DIGITAL BANKING SERVICE OR OUR DIGITAL BANKING PLATFORMS, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.
- E. Applicable Law. Except to the extent that Federal law is controlling, your rights, our rights, and the terms and conditions of this Agreement, this Agreement will be governed in all aspects by laws of the State of Montana without reference to principles of conflicts of laws. Any action brought in a court concerning this Agreement or the Digital Banking service must be brought in a proper court in the State of Montana.
- F. Electronic Signature Agreement. By selecting the "I Accept" button, you are signing the Agreements related to Digital Services electronically. Selecting "I Accept" confirms your agreement to be bound by all disclosures and agreements and acknowledges your receipt and understanding of this agreement, and other applicable agreements, as they exist on the date of your electronic signature. You agree that your use of a key pad, mouse, or other device to select an item, button, icon or similar act/action, or to otherwise provide 1st Liberty FCU instructions via Digital Services, or in accessing or making any transaction regarding any agreement, acknowledgment, consent terms, disclosures or conditions, constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature or any resulting contract between you and 1st Liberty FCU. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement.

Read this information carefully and print a copy and/or retain this information electronically for your records.

I HAVE READ AND AGREE TO THE DISCLOSURE