

Denali Online Agreement

DENALI ONLINE AGREEMENT

I. INTRODUCTION

This agreement contains terms of your Agreement with Denali State Bank for accessing your accounts and making use of other services via Denali Online through Denali State Bank. Whenever you use Denali Online, or authorize others to use it, you agree to these terms. Denali State Bank may amend these terms from time to time. You will be notified of any amendments that affect your rights or obligations within the appropriate time period. Each of your accounts at Denali State Bank, which are accessed by Denali Online continue to be governed by the applicable Account Disclosures and Regulations Relating to Deposit Accounts and Other Services and Electronic Fund Transfer Agreement and Disclosures, otherwise known as Disclosures and Regulations, and the applicable Statement of Fees, as they may be amended from time to time.

II. DEFINITION OF TERMS

- "You" and "Yours" means any person who applies for Denali Online with Denali State Bank through completion of a Denali Online application and all persons authorized by the applicant to use their Denali Online Identification and password or any other means of access that may be established or approved.
- "We", "us", "our", "Bank", and "Denali State Bank" refer to Denali State Bank.
- "Business Day" shall mean Monday - Friday, except for federal or state banking holidays.
- "Payee" means the merchants, individuals or institutions you wish to pay using Denali Bill Pay Service.
- "Authorized Representative" is used to refer to a person with authority of any kind with respect to an Account or a Denali Online Financial Transaction.

III. ACCESS TO YOUR ACCOUNTS

To have access to your accounts through Denali Online, you must have a Denali State Bank account and complete a Denali Online Application. In addition, you will need a personal computer or mobile device, Internet service through a provider of your choice, and a compatible web browser with 128-bit data encryption.

Account online access using a personal computer allows you to do the following:

- View account balances and transaction history.
- Transfer money between accounts.
- Set up recurring transfers between accounts.
- Make Denali State Bank loan payments.
- Download account transactions to Quicken, Money, etc.
- View Bank eStatements.

Account online access using a mobile device allows you to do the following:

- View account balances and limited transaction history.
- Transfer money between accounts.
- Make Denali State Bank loan payments.
- Pay bills
- View Bank eStatements.

There are no monthly or transaction fees for accessing your account(s) through Denali Online. Other fees, as described in the deposit account information, may apply to services accessed online and to transfers to and from your accounts. Please note that fees may be assessed and billed separately by your Internet service provider or wireless device carrier

IV. CUSTOMER SERVICE

If you need assistance with Denali Online, or if you need to communicate with Denali State Bank, you may contact a Customer Service Representative by dialing 907.458.4236, between 8:30am and 6:00pm, Monday - Friday, between 10:00am and 4:00pm Saturday, or you may write:

Denali State Bank
Denali Online Department
P.O. Box 74568
Fairbanks, Alaska 99707-4568

You may also email us at customerservice@denalystatebank.com. However, electronic mail (email) transmissions are not secure. We, therefore, request that you do not send us or ask for sensitive information, etc., via any general form of email system.

Secure email can be sent to the bank AFTER signing on to Denali Online and using the 'contact us' option. You will be required to enter your identification and PIN. Once you are in a secure page as evidenced by the secure lock symbol, you can send a secure email.

V. HOURS OF ACCESSIBILITY

You can access your accounts through Denali Online seven days a week, 24-hours a day. However, at certain times, Denali Online may not be available due to system maintenance or circumstances beyond our control. During these times, you may use our touch-tone service, Denali Direct.

VI. BILL PAYMENT THROUGH DENALI ONLINE (BILLPAY)

Bill Pay through Denali State Bank allows you to schedule bill payments. You can arrange, at your option, for the payment of your current, future and recurring bills from your designated Bill Pay Account. Bill Pay allows you to pay merchants, individuals, and institutions. There is no limit to the number of payments that may be authorized. We are, however, unable to process any payments to federal, state, or local tax agencies. Access to bill pay through mobile banking will allow payment to pre-established payees only. Payment to a new payee could be established using your designated desktop computer.

The date the payment is to be sent is called the "Payment Date". When we receive a payment instruction (for the current or a future date), we will transfer funds on the payment date from the funds in your Bill Pay Account to the payee on your behalf.

Bill Pay will not be obligated to make a payment unless your Bill Pay Account has sufficient funds. Funds for ALL bill payments (electronically or by check) will be withdrawn from your Bill Pay Account on the scheduled Payment Date. In all cases, you are responsible for either making alternate arrangements for the payment or for rescheduling the payment through Bill Pay.

NO DUTY TO MONITOR PAYMENTS. We do not have any duty to monitor the payments that are made through the Bill Pay Service. If you are a business and an authorized representative of your business uses your Bill Pay 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 all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with such use.

STOP OR CHANGE INSTRUCTIONS. You have the right to stop or change any scheduled bill payment. However, you must cancel a payment by no later than 7:00pm Alaska Time on the day before Payment Date.

SCHEDULING PAYMENTS. There will be a delay between the Payment Date (the date your payment is sent) and the date the payee receives that payment. Any payments made through the Bill Pay Service require sufficient time for your payee to receive your payment and credit your account properly. To avoid incurring a finance charge or other charge, you must schedule a payment sufficiently in advance of the due date of your payment. **YOU MUST SCHEDULE THE PAYMENT AT LEAST FIVE FULL BUSINESS DAYS PRIOR TO THE DATE THE PAYMENT IS DUE AT YOUR PAYEE.**

Bill payments are made from your designated payment account for the amount requested by you to the scheduled payee through Bill Pay. You must be an owner of the designated Bill Pay account.

Payments may be made up to a maximum of \$9,999.99.

BANK ERROR. If Denali State Bank does not properly complete a bill payment on time or in the correct amount, we will pay any late fees or

finance charges which you reasonably incurred as a result as long as your account was in good standing with the payee prior to this incident. We will also be liable to you if we fail to stop a payment pursuant to your order to do so, so long as your order describes the payment with reasonable certainty and is received at a time and in a manner that affords us a reasonable opportunity to act on it before the payment is sent. Except as stated in this Agreement, any stop payment provisions of the agreement otherwise governing your Eligible Account that is applicable to checks will also apply to Bill Pay. We will 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 to be made fails to properly transmit the payment to the intended payee.

BILL PAY ACCOUNTS ACCESSIBLE BY MORE THAN ONE PERSON. If a Bill Pay Account is owned by more than one person or is accessible by one or more authorized representatives, each such owner or authorized representative may individually enroll in Bill Pay (each such person is referred to as an "enrolled person"). Each enrolled person needs a unique password. The terms of this Agreement will apply to each enrolled person. Each enrolled person may choose to share the same payee list. Any enrolled person may terminate his/her enrollment in Bill Pay without affecting the Bill Pay Service of any other person using that Bill Pay Account. Any enrolled person may also terminate the Bill Pay Service for the Bill Pay Account, which will terminate the Bill Pay Service of all enrolled persons tied to that Bill Pay Account.

BILL PAY CUSTOMER SERVICE. If you need assistance with Bill Pay, please call 1.800.825.4321, Monday through Saturday, 8:00am to 5:00pm (Alaska Time)

VII. TRANSFERS

Through Denali Online you are allowed to make transfers between your various Denali Online accounts. You may also make your Denali State Bank loan payments. You must be an owner of and have the unrestricted right of withdrawal from all accounts to or from which you request a transfer. We reserve the right to deny transfers between certain types of accounts under certain circumstances.

A transfer initiated through Denali Online before 7:00pm (Alaska Time) Monday - Friday is posted to your account the same day. All transfers completed after 7:00pm (Alaska Time) on a business day will be posted on the next business day. Our business days are Monday through Friday, except for banking holidays. "Banking Holidays" shall mean all federal and state banking holidays. Transfers initiated on Saturday and Sunday, will be posted the next business day.

The number of transfers from accounts may be limited as described in the applicable portions of the deposit account information. Each payment or transfer through Denali Online from a savings or money market account is counted as one of the six limited transfers permitted each statement period, as described in the Disclosure and Regulations.

If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

VII. FEES

Basic Online Plan

Basic Online Banking is FREE.

Basic Online w/ BillPay Option: There are no monthly or annual service charges for Bill pay.

Other Denali BillPay Fees

Stop payment fee, \$20

Cancelled check copy, \$3

NSF fee, per occurrence, \$15 (this is in addition to the normal NSF fee charged by the bank)

Changes to Charges, Fees or Other Terms

Denali State Bank reserves the right to change the charges, fees or other terms described in this Denali Online Agreement. When changes are made to any fees, charges, or other material terms, we will update this Denali Online Agreement and notify you accordingly. Notification will be given at least thirty (30) days in advance of the effective date. We reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Depositor Contract and the deposit account.

VIII. SECURITY

Identification and Password:

You will be given a Denali Online Identification and password that will give you access to your accounts through Denali Online. Once you have submitted a completed Denali Online Application, you will receive your Denali Online Identification and password in your Welcome Packet. You will be asked to select a new password upon your initial use of Denali Online. We recommend that you change your Identification and password on a regular basis. The Bank is entitled to act on the instructions received under your password. For security purposes, it is recommended that you memorize the ID and password and do not write them down. You are responsible for keeping your ID, password and other account data confidential. (See Customer Liability, Section IX, B.)

Anyone to whom you give your Denali Online Identification and password or other means of access will have full access to your accounts, even if you attempt to limit that person's authority. For this reason, you should not disclose your Denali Online Identification and password to other persons.

IX. LIABILITY

A. Bank Liability

This section explains our liability to you. Under no circumstances will we have any liability to you for failing to provide you access to your accounts or Denali Online Services. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the Denali Online 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 Denali Online 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 WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN 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 applicable to the relevant Denali Online Service, Eligible Account or User Agreements;
- We have reason to believe the transaction 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;
- Would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- 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

B. Customer Liability:

You agree...

- Not to give out your personal identification information such as your password to any other person. Denali State Bank may rely on your ID code to identify you when providing banking services to you.
- Never to leave your account information displayed in an area where others may access it.
- Never to leave your computer or mobile device unattended while you are using Denali Online.
- To always log off the system after using Denali Online.

- To notify Denali State Bank at 907.456.1400, extension 149, if you suspect your ID or password has become known by an unauthorized person.
- To passcode protect your mobile device
- Use a screen lock time-out feature
- To immediately notify Denali State Bank at 907-458-4236 or 1-888-458-4291 if your phone has been lost or stolen
- Do not have personal information readily accessible or stored on your phone

Your first use of Denali Online through any communication channel confirms your agreement to and understanding of the terms and conditions in the Denali Online Agreement.

You agree to the terms of this agreement and the schedule of charges that may be imposed. You authorize us to deduct applicable charges and payments, as accrued, directly from your designated payment account. You are liable for all transactions that you may make or authorize, even if the person you authorize exceeds your authority. If you have given someone your Denali Online Identification and PIN or any other means of access and you want to terminate that person's authority, you must change your Identification and PIN or other means of access or take additional steps to prevent further access by such persons.

You are responsible for the installation, maintenance and operation of your computer, mobile device and your browser software. Denali State Bank is not responsible for any errors or failures from any malfunction of your computer, mobile device or your software. Denali State Bank is not responsible for any electronic viruses that you may encounter. Denali State Bank is not responsible for any computer virus-related problems that may be associated with the use of Denali Online. Denali State Bank has no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer, mobile device or your software.

X. ELECTRONIC FUNDS TRANSFER

APPLICABILITY. The provisions in this section apply only to electronic fund transfers (an "EFT") that debit or credit a customer's checking, savings or other accounts and are subject to the Federal Reserve Board's Regulation E. All terms not otherwise defined in this Agreement which are defined in Regulation E will have the same meaning when used in this section.

EFT Provisions: Notify us immediately if you believe another person has improperly obtained your Denali Online Identification or PIN. Also notify us if someone has transferred or may transfer money from your Bank deposit account without your permission, or if you suspect any fraudulent activity on your account. To notify us, call Denali State Bank Customer Service at (907) 456-1400, extension 149, between 8:00am and 5:00pm, Monday - Friday, or call (907) 458-4260, extension 260 on Saturday and Sunday between the hours of 10:00am and 4:00pm.

1. If you notify us within two business days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$50 or the amount of unauthorized EFTs that occur before notice to us.
2. If you fail to notify us within two business days after learning of the loss or theft of your password, you liability will not exceed the lesser of \$500 or the sum of -

- \$50 or the amount of unauthorized EFTs that occur within the two business days, whichever is less; and
- the amount of unauthorized EFTs that occur after the close of two business days and before notice to us, provided we establish that these EFTs would not have occurred had you notified us within that two-day period.

3. You must report an unauthorized EFT that appears on a periodic statement within 60 days of our transmittal of the statement to avoid liability for subsequent transfers. If you fail to do so, you liability will not exceed the amount of the unauthorized EFTs that occur after the close of the 60 days and before notice to us, and that we establish would not have occurred had you notified us within the 60-day period. You may, as applicable, also be liable for the amounts described in the immediately preceding section 1 or 2 above.
4. If you delay in notifying us was due to extenuating circumstances, we will extend the times specified in the immediately preceding paragraphs 1, 2 or 3 above to a reasonable period.
5. You may notify us in person, by telephone, by e-mail during a secure session using the appropriate form, or in writing (see section IV).

1. Tell us your name and account number.
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 ten business days.

We will tell you the results of our investigation within ten business days (20 days if you initiated the transaction from outside the United States) 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 you initiated the transaction from outside the United States) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten business days (20 days if you initiated the transaction from outside the United States) for the amount you think is in error, or that you will have the use of your 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 ten days, we may not provisionally credit your account.

If we determine that there is no error, we will send you an explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

INDEMNIFICATION. Except as to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your account, you agree to indemnify and hold us, our directors, officers, employees and agent harmless from all loss, liability, claims, demands, judgment and expenses arising out of or in any way connected with an account or the performance of a Denali Online Service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your authorized representative.

THIRD PARTIES. Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an Internet access provider, wireless device carrier provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agent be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Denali Online.

If we do not complete a transfer or bill payment from your designated payment 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:

- 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 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 are not working or secured 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 Denali Online Account Access or Bill Pay.
 - 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.
 - If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
 - If you do not submit your payment or transfer instructions within the appropriate time period.

X. AUTHORIZED REPRESENTATIVES FOR BUSINESS ACCOUNTS

If you are a business, any authorized representative of your business is authorized on such terms, conditions, and agreements as we may from time to time require to:

- Enter into this Agreement, as amended from time to time;

- Access each Account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- Use any Denali Online Service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

XI. CANCELLATION OF SERVICES

If you wish to cancel Denali Online or Denali Bill Pay, please contact Denali State Bank Customer Service at 907.458.4236, between 8:00am and 5:00pm, Monday – Friday, between 10:00am and 4:00pm Saturday or by sending cancellation instructions to:

Denali State Bank
Denali Online Department
P.O. Box 74568
Fairbanks, Alaska 99707-4568

If, for any reason, you wish to cancel, your scheduled payments and transfers will be automatically deleted. For this reason, if you cancel, you should make other payment or transfer arrangements. This will also ensure that future payments or transfers made by you will not be duplicated.

The Bank reserves the right to terminate the Denali Online Agreement, in whole or in part, at any time for any reason.