

Escrow Online Portal Agreement and Electronic Documents Disclosure

Electronic Documents Disclosure

Before proceeding, carefully review the attached Electronic Documents Disclosure included with the Escrow Online Portal Agreement ("Agreement"). By using the Escrow Online Portal you agree and consent to receive the Escrow Online Portal Agreement and Electronic Documents Disclosure and all disclosures, statements, notices, and tax documents in an electronic format. To accept Electronic Documents Disclosure, select "I Agree and have reviewed the Escrow Online Portal Agreement and Electronic Documents Disclosure."

Escrow Online Portal Agreement

Thank you for using Escrow Services with First National Bank Alaska. This Agreement describes the terms and conditions for using the Escrow Online Portal ("Online Services"). Please read this Agreement carefully and keep a copy for your records. By selecting "I Agree and have reviewed the Escrow Online Portal Agreement and Electronic Documents Disclosure" and continuing to use the service you accept the Agreement.

The words "we," "us," "our," "FNBA" and "Bank" mean First National Bank Alaska or any agent, independent third party contractor, subcontractor, service provider, licensor, designee, assignee, or vendor that the Bank may involve in the provision of these Services. The words "you" and "your" mean or refer to each and every person who now or hereafter, subscribes to or uses one of the Online Services, or is an account owner or has any interest in any account accessible through an Online Service.

Additionally, except when it would be inconsistent to do so, the singular form of the words and phrases in this Agreement includes the plural, and the plural form includes the singular.

General Information. The Escrow Online Portal (Online Service) will enable you to access Escrow account information such as balances and recent history, establish one time and auto payment(s), and review Electronic Documents.

Account Information. Escrow account information available through the Online Service is generally as of the close of the prior business day. Certain transactions may be available on the same Business Day. Business Days are Monday through Friday, excluding holidays.

Contact Information. To contact FNBA Escrow Services, please use the information below:

Mailing Address: First National Bank Alaska
Escrow Services
P.O. Box 100720
Anchorage, AK 99510

Telephone: (907) 777-3430

Email: escrow@fnbalaska.com

E-Mail Messages/Instructions to Bank. Email transmissions may be sent to escrow@fnbalaska.com, and may not be secure. We advise you not to send or request data containing sensitive or confidential information, such as account numbers, using any general or public email.

Application. The Online Service is available to Payers, Payees and select authorized parties of FNBA Escrow Accounts. During the registration process you will establish user name, password, and security questions to access the Online Service. Your user name, password, and security questions are for your use only, and should never be given to anyone. If you feel this information has been compromised, you should notify the Bank immediately using the address or phone information indicated in the Contact Information Section.

Termination. The Bank may terminate access to the Online Service without prior notice to you at its discretion, including but not limited to, if you do not use the Online Service for a period of one year. Additionally, you may contact us to terminate access to the service using the information indicated in the Contact Information Section.

One-time Payments. You may establish a one-time payment to your escrow account by selecting the Make Payment button on the main page. The current due date and total amount due is displayed. The accurate routing number and account number is required for the financial institution account to debit. You must be an owner and authorized to debit the account at the financial institution indicated in order to schedule a one-time payment. When using the service for the first time, the verification process may take up to 10 (Ten) business days. Once the payment is submitted the Bank requires at least 3 (Three) business days in order to cancel your payment following receipt of notification in writing. The payment may be processed prior to that period. Therefore we cannot guarantee that payment will be cancelled. The Bank may determine during verification and/or processing to cancel this payment. You agree that the Bank has no liability for any late charges or other fees you are assessed as a result of using this service.

Auto Pay. You may schedule recurring payments to your escrow account by selecting SET UP AUTO PAY on the main page. The accurate routing number and account number is required for the financial institution account to debit. You must be an owner and authorized to debit the account at the financial institution indicated in order to schedule recurring payments. Ensure the start date entered provides a minimum of 10 business days prior to the due date of the first recurring payment to allow sufficient time for account verification. The frequency of payments is based on the payment schedule established within the Escrow Agreement Terms and Conditions. You may cancel or edit recurring payments through the Online Service by selecting EDIT or CANCEL. You may also contact us using the information in the Contact Information Section. In order to edit or cancel recurring payments the Bank requires (Three) business days in order to cancel your payment following receipt of notice through the Online Service or in writing. The Bank may determine during verification and/or processing to cancel any payment. You agree that the Bank has no liability for any late charges or other fees you are assessed as a result of using this service.

Limitation of Liability. The Bank takes reasonable security precautions in storing and transmitting private data communications. However, the Bank cannot guarantee your account information available through the Online Service will be 100% secure from access by unauthorized users. Your use of the Online Service indicates your understanding and agreement that the Bank is not liable for any claim, loss, cost, or expense resulting from interception of, or other unauthorized access to, any such data communication. You understand and agree the Bank is not liable to you for any direct, indirect, consequential, special, or punitive damages or losses whatsoever you may incur in connection with the use of the Online Service, or with any of the data or other materials transmitted through or residing on the Online Service even if the Bank has been advised of the possibility of such damage or loss. This includes, but is not limited to, the loss of data or any other loss resulting from delays, non-deliveries, or service interruptions of any nature whatsoever.

NO WARRANTIES. THE BANK MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, AS TO THE AVAILABILITY, ACCURACY, OR CONTENT OF THE INFORMATION OR SERVICES IT IS PROVIDING HEREIN, AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. USE OF ANY INFORMATION OR DATA OBTAINED BY WAY OF THE ONLINE SERVICE IS AT YOUR OWN RISK. THE BANK IS NOT RESPONSIBLE FOR ANY CHARGES YOU MAY INCUR THROUGH YOUR ACCESS TO THE INTERNET. IN NO EVENT IS THE BANK LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND RESULTING DIRECTLY OR INDIRECTLY FROM ANY

USE OF OR DEFECT IN THIS INTERNET SERVICE OR ANY OTHER BANK ELECTRONIC SERVICE, UNLESS EXPRESSLY STATED IN THIS AGREEMENT.

No Unlawful or Prohibited Use. As a condition of using Online Services you warrant and agree that you will not use the portal for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant, represent and agree that you will not use the portal in any manner that could damage, disable, overburden, or impair the Online Service or interfere with any other party's use and enjoyment of the portal. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Online Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Right to Refuse Service. The Bank reserves the right to refuse service to anyone. The Bank further reserves the right to deny access to, or to close, any account which, in the sole opinion of the Bank, is causing or may cause harm to the Bank's server or to any other Bank service or Online Service. The Bank, in its sole discretion, may terminate the Service, or your access to it, at any time without notice. The Bank may choose to make reasonable efforts to notify you of such an action taken by the Bank; however, the Bank is not bound by this agreement to do so.

Partial Invalidity. If any provision of this Agreement is ruled invalid or unenforceable, you agree the remaining provisions will continue in full force and effect. This Agreement is governed by and interpreted under the laws of the State of Alaska, without regard to its conflict of laws principles, as if this Agreement were entered into and performed completely in Alaska. You agree all lawsuits relating to this Agreement or the Online Service shall be brought in Alaska State Courts located in the City of Anchorage.

Assignment. You may not assign this Agreement; however, the Bank may assign, or delegate certain rights and responsibilities under this Agreement to independent contractors or other third party service providers without prior notice to you or without obtaining your consent.

Agreement Changes. The Bank reserves the right to change any of the terms or conditions of this Agreement at any time. Any required notice will be provided to you online in an electronic format. You acknowledge and agree that continued use of the Online Service indicates your acceptance of such changes, and that any new terms and conditions will supersede and prevail against any and all previous representations or agreements, notwithstanding any variance with the terms and conditions of this Agreement. After your Online Service access has been granted, if you do not want to be bound by the terms of this Agreement, or by any subsequent changes to these terms, please contact us using the information within the Contact Information Section.

Headings. The headings contained within the paragraphs are for the convenience of the reader and not determinative as to the content of the provision.

Entire Agreement. This Agreement is the sole agreement between you and the Bank governing your use of the Online Service. It is expressly understood there are no oral agreements or understandings between you and the Bank which will be deemed to extend, restrict or otherwise supersede the exact terms of this Agreement.

Electronic Disclosure and Consent Agreement

By accepting this Electronic Disclosure and Consent Agreement (“Agreement”) you agree to conduct certain business electronically with First National Bank Alaska. You will have the ability to access, view, and download, disclosures and notices (“Electronic Documents”).

The words “we,” “us,” and “our” refer to First National Bank Alaska, and the words “you” and “your” mean you, the individual customer(s) or entity identified on your account(s).

Online Service E-Sign Disclosure and Consent Agreement

This Agreement, applies to documents, disclosures, and notices you receive for Escrow Services offered through the electronic document platforms as well as documents we may deliver to you from time to time.

If you choose not to use the Electronic Documents service, you may decline this Agreement by not selecting, “I Agree and have reviewed the Escrow Online Portal Agreement and Electronic Documents Disclosure” and exiting out of the Online Service. If you do not consent to use the Electronic Document service, we cannot proceed with providing Online Services.

Scope of Documents to Be Provided in Electronic Form. The documents available through the online service may include notices, statements, disclosures, and tax documents applicable to Escrow Accounts.

Method of Providing Documents to You in Electronic Form

Electronic Documents will be provided by accessing the Online Service.

How to Withdraw Consent

You may withdraw your consent to the use of Electronic Document service by contacting us through the information in the Contact Information Section. If you withdraw your consent to use the Electronic Document service, we cannot provide access to the Online Service.

Equipment and Software Requirements to Access Information

To access, view, and retain Electronic Documents we make available to you, you must have the following software: a standards-compliant web browser which supports the HTTPS protocol, HTML, and cookies. Viewing PDF documents requires additional software such as Adobe Reader or similar. You will also need a device capable of storing the electronic files for the purpose of retaining them and an accessible printer.

The above-listed equipment and software must be provided by you, at your own expense.

Changes to System Requirements

If our hardware or software requirements change, and that change may create a material risk you would not be able to access or retain subsequent documents, we will notify you at the email address you provide to us.

How to Update Your Records

It is your responsibility to provide an accurate and current email address and other information related to this Agreement and your account(s), and to maintain and update promptly notify us of any changes to this information.

Termination/Changes

We reserve the right, in our sole discretion, to discontinue the provision of Electronic Documents, or to terminate or change the terms and conditions on which we provide the services. We will provide you with notice of any such termination or change as required by law.

Requesting Paper Copies

You are not required to receive notices or disclosures or sign documents electronically and may request paper copies of documents or disclosures if you prefer to do so. You also have the ability to download and save any Electronic Documents provided through the online application. Once the item is downloaded you can print from your device. If you request paper copies, please use the information located in the Contact Information Section.

We ask that you provide your name, email address, telephone number, postal address, and the document title. We may charge you a service charge for delivery of paper copies in accordance with our fee schedule.

We reserve the right, but assume no obligation, to provide paper (instead of electronic) copy of any communication you have authorized us to provide electronically.

Consent

By selecting, "I Agree and have reviewed the Escrow Online Portal Agreement and Electronic Documents Disclosure", you are affirmatively providing your consent to Electronic Documents and represent you have read and understand this Agreement. You agree we do not need to provide you with an additional paper (non-electronic) copy of the communications, unless specifically requested. You further agree your device satisfies the software requirements specified above.