

Personal Online and Mobile Banking Agreement and Disclosures

Introduction

This First National Bank Alaska Personal Online and Mobile Banking Agreement and Initial Disclosures (the “Agreement”) governs the use of the First National Bank Alaska Online and Mobile Banking service (the “Service(s)”). By enrolling or using the Service, you agree to the terms of this Agreement and any amendments thereto. Please read this Agreement carefully in its entirety and retain a copy for your records.

The following definitions apply to this Agreement:

- “Account(s)” refers to your eligible consumer checking, savings, Private Agreement Solutions (Escrow), custodial, individual retirement Account, certificate of deposit, money market, loan, line of credit, or mortgage Account you have with First National Bank Alaska. Some of your Accounts may not be eligible for certain transactions using the Service.
- “Account agreement(s)” means any Account agreement, such as the Deposit Account Terms and Conditions, Private Agreement Solutions (Escrow), custodial, individual retirement or other applicable agreement, as amended from time to time, relating to an Account or other relationship you have with us and all related disclosures associated with such agreements.
- “Account Provider” means a service provider that provides or maintains an account accessible through the Service.
- “Alaska Time” or “AKT” is the prevailing time used within the Service.
- “Applicable law” means, as to any person, a requirement imposed by any federal, state, local or other law, regulation, rule, ordinance, determination of an arbitrator, order of a court or determination, order, finding, advisory opinion, guideline or requirement of any other governmental or self-regulatory authority, which is applicable to and binding upon such person, including without limitation, the laws, regulations and orders administered by the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board, the Consumer Financial Protection Bureau (CFPB), the Financial Industry Regulatory Authority (FINRA), Office of Foreign Assets Control (OFAC), and the Financial Crimes Enforcement Network (FinCEN).
- “Business Days” means Monday through Friday excluding bank or Federal holidays.
- “Consumer” means a natural person who holds an account primarily for personal, family, or household purposes.
- “Mobile Banking” or “First National Bank Alaska” application means the portion of the Service accessed through the mobile application, downloaded to your mobile device. The mobile application allows you to perform various functions including viewing Account balances and transaction information, bill payments and transferring funds.
- “Non-First National Bank Alaska account(s)” means your accounts at another financial institution.
- “Online Banking” means the internet application portion of the Service accessed via a web browser regardless of device type.
- “Service(s)” collectively refers to any or all Online Banking Services and other financial Services described in this Agreement, which allow you to electronically access Account and transaction information, transfer funds, originate transactions, pay bills, and otherwise interact with your Accounts on an electronic device.
- “First National”, “Bank” “We”, “Us” or “Our”, refers to First National Bank Alaska and any agent, independent contractor, service provider, designee or assignee First National Bank Alaska may, in its sole discretion, involve in the provision of the Service. Although not capitalized throughout this Agreement, any reference to ‘we’, ‘us’ or ‘our’ below invokes this definition.

Security

You will be asked to choose your personal user ID and password. We may set standard requirements for your user ID and password. You authorize us to follow any instructions entered through the Service using your user ID and password. You agree not to give or make available your user ID and password to any person.

In addition, we may require you to use, one or more types of, authentication tokens or codes to verify your identity and the device you use to access the Service, or to verify a specific transaction. We reserve the right to prevent access to the Service and/or refuse to process any payment or transfer for security reasons, or if we suspect fraud. We will use the information provided to us to contact you in certain events and you are responsible for returning our phone and email messages. We will never ask you for your user ID, passwords, tokens or codes when contacting you over the phone or by email. Sharing this information constitutes a misuse and therefore, all transactions initiated by those with whom you shared information will be considered as authorized by you, regardless of whether you intended those transactions to be made, except to the extent otherwise provided by applicable law, including Regulation E (12 CFR Part 1005). We may ask you to change your user ID and password from time to time for security reasons. You agree not to use any language that is abusive, harassing, libelous, defamatory, obscene or threatening when defining your user ID or any other personalization of your Account(s).

We do not store confidential or sensitive information such as passwords or Account numbers on your wireless device in connection with the Mobile Banking service; however, user IDs may be stored on your wireless device based on the personal setting you establish on your device. You should safeguard your wireless device, user ID and password against loss or theft. If your device is lost or stolen, report it immediately to your wireless provider. Except as provided in this Agreement, we have no responsibility or liability if someone else learns your user ID and password and uses it to access the Service.

The Bank is not responsible for any electronic virus or malware you may encounter using the Service. You agree to routinely scan your electronic devices using reliable virus protection products to detect and remove viruses and malware. If undetected and unrepaired, a virus can corrupt and destroy your programs, files, and hardware. We are not responsible for or liable for any indirect, incidental, special, or consequential damages that may result from harmful hardware or software components on equipment or liable if sensitive information accessed via the Service is intercepted by a third party.

It is possible you may access your user ID and password within the Service through biometric identification settings on your device, including but not limited to, fingerprint recognition, face recognition, iris recognition, voice recognition; under various names, including but not limited to, Touch ID or Face ID or Fingerprint (collectively any biometric access to your user ID or password through biometric or similar access from your device is hereinafter referred to as "Biometric Access").

First National Bank Alaska does not provide any Biometric Access technology and does not save biometric information in the Service or access any biometric information on the access device. Biometric Access must be enabled on the device in order to enable it for the Service, and First National may limit use of Biometric Access to accessing your user ID and password in certain circumstances, but you are solely responsible for the access device security and use of user ID and password. We do not save your Service password on your access device.

You acknowledge and agree anyone with Biometric Access to the access device, even if unknown to you, will have authority to access your Accounts and will be considered authorized to initiate transactions through the Service. Notwithstanding the foregoing, this provision does not limit any rights you may have under Regulation E (12 CFR Part 1005) with respect to unauthorized electronic fund transfers.

FIRST NATIONAL BANK ALASKA ADVISES YOU TO REVIEW AND CONFIRM ALL REGISTERED BIOMETRIC ACCESS BELONGS TO INDIVIDUALS WITH AUTHORITY TO INITIATE TRANSACTIONS ON ACCOUNTS ACCESSED THROUGH THE SERVICE. YOU AGREE THAT FIRST NATIONAL RELIES ON YOUR REPRESENTATION THAT ANYONE WITH BIOMETRIC ACCESS IS AUTHORIZED TO VIEW INFORMATION AND TRANSACT ON THE ACCOUNTS ACCESSED THROUGH THE SERVICE.

Consumer Agreement

This agreement is applicable to Consumer Accounts only. The Bank may permit certain business customers to use Online Banking. However, certain Services within Online Banking may not be available or applicable for business customers. If your Account is not primarily used for personal, family, or household purposes the terms of the Business Online and Treasury Management Services Agreement and Disclosures are applicable to your use of the Services.

General Services

First National offers a variety of Services through Online Banking to provide access to your Accounts. These General Services include viewing Account activity and balances, stopping payment on checks, ordering checks, downloading Services, Secure Messages, and viewing check and deposit images.

1. Account Activity and balances are available through the Service and reflect current and available balances. Not all transactions are posted immediately to your Account and may be reflected as pending and are generally posted at the end of the business day.
2. Check Stop Payments allows you to place an order to stop a check; you can also view your current stop payments previously placed and those placed using the Services. To place a stop payment, you must provide the following information: the date of the check, the amount of the check and/or the complete check number. In connection with any such order, you agree to hold the Bank harmless for the amount of the check as well as for all costs or damages the Bank may incur or suffer by refusing payment of the check. Furthermore, you agree the Bank will act upon any such order and will be bound by it only in accordance with the following provisions:
 - a. If the requested check indicated for the stop payment is paid, in which event the request is not effective;
 - b. the order does not affect rights which others, including the Bank, may acquire with respect to the check;
 - c. the Bank will rely on the correctness of the description of the check furnished by you with the order;
 - d. payment of any check which is not correctly and completely described by the information furnished by you will not be in violation of the order;
 - e. the effectiveness of the order will expire without further notice from the Bank six months after it is received by the Bank, unless the order is renewed by you in writing in the form prescribed by the Bank or by use of the Service; and
 - f. the Bank will charge your Account the current amount of the Bank's stop payment fee immediately upon processing your stop payment order.
3. Check Orders are completed through a link to our service provider check orders. You can select from types of checks available. Check Orders will be sent to the address provided on your check order. You agree Check Order fees will be charged to your Account for the order selected.
4. Download Services are available to download specific information from Online Banking or through Web Connect to Quicken®, QuickBooks®, and other software applications. It is your responsibility to obtain a valid and separate license agreement with the provider of the software application.
 - a. You understand and agree: The information you download is for tracking purposes only and should not be considered an official record. Statements generated by First National Bank Alaska are the sole official record of First National Bank Alaska Account transactions, positions, and balances. The Account information will not reflect banking or financial activities and transactions that have not yet been posted to your Account and will only reflect the Account information at the time you download the information. Pending transactions on your Account will not be included in your download. It is your responsibility to update your downloaded Account information to your software application. First National Bank Alaska will not initiate updates to downloaded information. We are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the downloaded information in your software application.
 - b. You agree and understand: (i) You assume all risk for the possibility for any Account information you download and store in your software application may be accessed by unauthorized third parties; (ii) if you send the information in a manner it may not be secure, or if you take the Account information out of our secure environment by downloading it, we are no longer responsible for the security and confidentiality of the information, and (iii) the responsibility becomes solely yours (or may be shared with others, such as your software application provider); and (iv) we are not responsible for the security and confidentiality of the Account information if you: use unsecured wireless connections to download your Account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded; or allow other persons access to your software application.

- c. You agree Account information you download is processed at your own risk and you are solely responsible for any occurrence of damage to a computer (or other electronic device) to which you download any information, or the occurrence of loss or corruption of data as a result of the download or storage of your Account information in an electronic device.
 - d. You agree we will not be liable to you for your inability to use the download Service; the accuracy, timeliness, loss, or corruption of Account information; unauthorized access to your Account information and any misuse, or alteration, of your Account information or data, to the extent the unauthorized access results from your acts or omissions; or your inability to access your Account information (including but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers (“ISPs”), acts of God, strikes, or other labor problems).
5. Check and deposit images are available through the Service. You may view digital images of recent canceled (paid) checks and deposit slips. Online images may be viewed only for such periods of time as we may establish, after which copies are normally available from our archives upon request (we may charge a fee for such copies). We do not guarantee all images will be available and have no liability to you if an image is not available to view.

As is common industry practice with various check truncation or safekeeping services, we destroy the original items and retain the images for at least the number of years required by law. If an image of a check is missing or is illegible, we will attempt to provide you with a legible copy upon your request, if you give us adequate information to identify the specific check. However, we will have no liability to you if we are unable to provide a copy within your requested timeframe, or at all, due to any reason other than our gross negligence or willful misconduct.

6. Secure Forms are available to request information or changes to your Accounts. The following Secure Forms are available through the Service:
- a. Change of Address requests for one or all of the Accounts available through the Service. You will receive confirmation of the change of address sent through USPS Mail to the previous and updated address as confirmation of the change.
 - b. You can replace your Debit Card through the Debit Card Replacement request. Once your request is processed, we will mail your new debit card to the address we have on file for your Account. If you lost your debit card or it is stolen, immediately call 907-777-4362 or 800-856-4362 Mon-Fri from 8am-6pm. After Hours/Weekends/Holidays, please call 800-554-8969.
 - c. You can request to close your Accounts accessible through the Service. By submitting this form, you are authorizing the bank to close the Accounts indicated within the request. Upon Account closure, the remaining balance of your Account(s) will be mailed to the address indicated above, less any fees.

Secure Forms may be added, removed or updated at any time; to view the current forms available select your name> Settings> Secure Forms. Generally, requests will be processed within 3 to 5 Business Days.

Statements and Notices

Statements and Notices Service is available to you to view your statements, notices, and certain disclosures and legal notices through the Service. You are not required to enroll in the Statements and Notices Service in order to view your Statements and Notices. Select Accounts>Statements and Notices menu option to view all of your statements and notices for your Accounts.

If you are not currently enrolled in the Service select Statement Preferences menu option to enroll. Accounts must be enrolled in the Service to stop delivery of paper statements. The Service provides you with access to an electronic version of your Account statements or other documents for eligible Accounts. This Service is provided at no charge and permits the flexibility of saving and printing Account statements at any time. Once enrolled in the Service you will be notified through email when your statements or notices are ready for viewing. You must ensure your email address is accurate prior to enrollment. We will attempt to notify you when statements or notices are available to view.

- 1. Statements and Notices is available for eligible Accounts such as checking, savings, money market, loan and lines of credit. We reserve the right to change or modify decisions regarding Account eligibility in our sole discretion.
- 2. If you are the owner of an Account with other owners, you agree and understand your electronic notice may be consolidated with the notice for other Account owners who are members of your household into a single email or

other electronic message sent to one, specific email address shared by you and all other owners in your household as the email address of record for the Service. As a member of the household, you agree and consent to access through the Service to one copy of an electronic record, such as an Account statement, Service agreement amendment, or a notice or disclosure required under applicable law, through a shared email address constitutes sufficient and effective delivery to you personally of such document as required by applicable law, rule or regulation.

3. For Accounts with multiple owners, only one Account owner or representative is needed to establish the Service. You can view, print and download your current statement(s) and available statement history.
4. You also agree to receive any disclosures or other legal notices or other important information currently delivered with your paper statements ("Statement Inserts") regarding these Accounts only online. We may from time to time offer other disclosures or legal notices through the Service. Your request for such delivery will be your acknowledgement to this section which governs the delivery of disclosures or legal notices. Examples of Statement Inserts delivered online include, without limitation, Change of Terms notices, privacy statements, and Reg E Error Resolution Notice.
5. You may unenroll from Electronic Statements and Notices at any time by completion of a Secure Form (See General Terms), contacting us at (907) 777-4362 or (800) 856-4362, or visiting a branch. When you unenroll from Electronic Statements and Notices you will receive paper statements and notices for each Account that is no longer enrolled in the Service. Fees are assessed for paper statements as included on the [Personal Fee Schedule](#). We may terminate the enrollment in the Service for any or all Accounts at any time. Upon such termination, delivery of paper copies of statements will resume within a reasonable time. Termination of the Service does not affect the validity or legal effect of any electronic record delivered to you or any owners through the delivery Service. Termination of the Statement and Notices Service does not terminate the Online and Mobile Banking Services unless otherwise stated.
6. You can print a copy of your available online statements at any time. You can, also obtain a photocopy of your statement from the Bank at any time. We will send you a photocopy of a statement previously delivered through the Service at your request. The standard fee then in effect and charged for paper delivery of Account statements will apply. Please refer to the [Personal Fee Schedule](#). Paper copies of statements can be requested by contacting us at 907-777-4362 or 800-856-4362, or visiting a branch. A request for a paper copy does not terminate enrollment in the Service.
7. To view your Tax Documents, select the name tab>Profile>Tax Documents. Not all tax documents may be available through this method. If you require a copy of a tax document please contact us.
8. Certain risks are associated with the transmission of communications through the Internet, including, but not limited to, unauthorized access, systems outages, delays, disruptions in telecommunications services and the Internet. Email is not private or secure. The communication sent to you by email is an unencrypted, automatic alert. Although this communication is not intended to contain personally identifiable confidential financial information, it may contain in its design part or all of your name or other identifier, which could be seen or intercepted by others if delivered to your business address or other computers or electronic devices not exclusively under your control. Do not respond to the communication by return email, or use it to request information, service, paper copies or other items or to revoke consent. We will not be able to act upon requests made in such a manner.

Mobile Deposit

The following terms apply to the use of the Mobile Deposit through the Service. Mobile Deposit is designed to allow you to make deposits to your checking, savings or money market, or Health Savings Accounts by use of a mobile application and a camera-enabled Mobile Device, capable of capturing the image of an original paper check ("Original Check") and electronically delivering the image and associated deposit information to the Bank. You may transmit deposits to the Bank only from a Mobile Device located within the United States.

1. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Mobile Deposit. We cannot assume responsibility for any technical or other difficulties or any resulting damages you may incur. Mobile Deposit may have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue Mobile Deposit, in whole or in part, or your use of the Mobile Deposit, in whole or in part,

immediately and at any time without prior notice to you. Your continued use of Mobile Deposit indicates your acceptance of any such changes to Mobile Deposit and these terms.

2. In order to use the Service, you must have a Mobile Device compatible with Mobile Banking and have a data plan for the Mobile Device. Bank does not guarantee all mobile devices are compatible with Mobile Deposit and/or Software. You are responsible for all costs and expenses of obtaining and maintaining a compatible Mobile Device, operating system, internet connectivity, and any other hardware or software required to use the Services. We are not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the service provider at the time of download and installation.
3. You agree to scan and deposit only “checks” as the term is defined in 12 CFR Part 229 Availability of Funds and Collection of Checks, (“Regulation CC”). When the image of the check transmitted to us is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code.
4. You agree you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:
 - a. Checks payable to any person or entity other than the person or entity who is an owner on the Account where the check is deposited.
 - b. Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
 - c. Checks payable jointly, unless deposited into an Account in the name of all payees.
 - d. Checks previously converted to a substitute check, as defined in Regulation CC.
 - e. Checks drawn on a financial institution located outside the United States.
 - f. Remotely created checks, as defined in Regulation CC.
 - g. Checks not payable in United States currency.
 - h. Checks dated more than 6 months prior to the date of deposit.
 - i. Checks or items prohibited by our current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your First National Account.
 - j. Checks payable on sight or payable through Drafts, as defined in Regulation CC.
 - k. Checks with any endorsement on the back other than as specified in this agreement.
 - l. Checks previously submitted through the Service or through a remote deposit capture service offered at any other financial institution.
5. All items transmitted through Mobile Deposit must include the endorsement, “For Mobile Deposit Only” or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Services as First National Bank Alaska may establish from time to time.
6. We reserve the right to reject any item transmitted through Mobile Banking, at our discretion, without liability to you. We are not responsible for items not received or for dropped images during transmission. A transmitted image is received when a confirmation is provided by us. Receipt of such confirmation does not mean the transmission was error free, complete or will be considered a deposit and credited to your Account. We further reserve the right to charge back to your Account at any time, any item we subsequently determine is not an eligible item. You agree the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.
7. Generally, if an image of an item you transmit through Mobile Deposit is received and accepted before 4:00 pm AKT on a business day, is considered the day of your deposit. Otherwise, we will consider the deposit made the next business day. Funds deposited using the Services will generally be available the next business day. In some circumstances, First National does place holds on deposits which delays when funds will be available.

8. Upon your receipt of confirmation from First National of transmittal of an image, you agree to retain the check for at least ten (10) calendar days from the date of the image transmission. After ten (10) days, you agree to destroy the check you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to First National upon request. You also agree you will retain and dispose of paper deposits in a manner consistent with protection against fraud.
9. We reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) you transmit using the Service and to modify such limits from time to time.
10. The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion subject to the Deposit Account Terms and Conditions.
11. You agree to notify First National of any suspected errors regarding items deposited through the Service right away, and in no event later than thirty (30) days after the applicable Account statement is sent. Unless you notify us within thirty (30) days of such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.
12. By using Mobile Deposit, you accept the risk an item may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
13. The image of an item transmitted to us using Mobile Deposit must be legible, as determined in the sole discretion of the Bank. Additionally, the image quality of the items must comply with the requirements established by us, ANSI (American National Standards Institute), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.
14. You warrant to First National:
 - a. You will only transmit eligible items.
 - b. You will not transmit duplicate items.
 - c. You will not re-deposit or re-present the original item.
 - d. All information you provide to First National Bank Alaska is true and accurate.
 - e. You will comply with this Agreement and all applicable rules, laws and regulations.
 - f. You are not aware of any factor which may impair the collectability of the item.
 - g. You agree to indemnify and hold harmless First National from any loss for breach of this warranty provision.
15. Any breach of the above warranties may result in cancellation of the Services for your specific profile in the Services, and closure of your Accounts. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.
16. You are responsible for hardware and software compatibility when using Mobile Deposit. You are also responsible for any risk associated with deposits which are fraudulent, of unreadable image quality, or which have an incorrect declared amount.
17. You agree you will not use the Mobile Deposit software or any related product available or allow use of it in a computer services bureau business, timesharing, or otherwise disclose or allow use of the Mobile Deposit software or any related product by or for the benefit of any third party.
18. You shall not copy, disassemble, decompile, or otherwise reverse engineer the Mobile Deposit software.
19. If you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the Mobile Deposit software, in any manner contrary to the terms of the Agreement, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

20. The Bank's service providers are entitled to exercise any defenses to which First National would be entitled under our Agreement.
21. In no event shall our suppliers be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for loss, profits, goodwill or other losses resulting from use of the Mobile Check Deposit software or any other product related to the Services, incurred by you or any third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we, or our supplier, or their respective third party suppliers have been informed of the possibility thereof.

My Finances

My Finances is a unique Service for the convenience of a complete view of your accounts in a single place; keeps you informed of your financial position, monitors spending, and tracks progress against budgets and goals.

1. You provide the personal information regarding your First National Accounts and other financial institution accounts and financial relationships. Our service provider shall collect only such information you provide to us or specifically authorize the Bank to obtain on your behalf. The Service will request personal financial information from you only at the time you register. This information is necessary to create your user profile, which allows for provision of the Service.
2. In order to use My Finances, you will provide information needed to access your other accounts. The Service will use this information only on your behalf and to carry out your instructions. Additionally, you must be at least thirteen (13) years old.
3. Subject to the information provided above, you agree My Finances may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") provided by you, and you hereby give the Bank authorization to do so. By submitting Content, you represent you have the right to provide this authorization.
4. You understand and agree, in order to use My Finances, it is necessary for the Service to access third party websites and services containing information regarding your accounts and financial relationships as designated by you ("Third Party Accounts"), on your behalf, to retrieve information as requested or authorized by you. By using My Finance, you agree to authorize access to Third Party Accounts to retrieve Content as requested or authorized by you, or other purposes authorized by this Agreement. You warrant and represent (a.) the information you provide is true, correct and complete; (b.) you have the right to authorize access and the use of information to access Third Party Accounts, and (c.) you are not violating any third party rights.
5. Provided you are using the Service, you authorize access to Third Party Accounts to retrieve Content, and use your Content, as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary in connection with the My Finance, as fully to all intents and purposes as you might or could do.
6. You understand and agree your relationship with each Third Party Account provider is independent of the Bank and your use of the Service. The Bank or the service provider will not be responsible for any acts or omissions by another financial institution or provider of any Third Party Account, including without limitation any modification, interruption or discontinuance of any Third Party Account by such provider.
7. YOU ACKNOWLEDGE AND AGREE WHEN ACCESSING AND RETRIEVING INFORMATION FROM THE THIRD PARTY ACCOUNTS, THE BANK AND THE SERVICE PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. YOU AGREE THE BANK'S AND PARTNERS SHALL BE ENTITLED TO RELY UPON THE FOREGOING AGENCY GRANTED BY YOU.

YOU AGREE THAT NEITHER WE NOR THE SERVICE PROVIDER SHALL BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (a.) THE ACCESS TO THE THIRD PARTY ACCOUNTS; (b.) THE RETRIEVAL OF OR INABILITY TO RETRIEVE INFORMATION FROM THE THIRD PARTY ACCOUNTS; (c.) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN CONTENT RETRIEVED FROM THE THIRD PARTY ACCOUNTS; AND (d.) ANY CHARGES IMPOSED BY THE PROVIDER OF ANY THIRD PARTY ACCOUNT.

8. To update the value of your assets through My Finance, we will access your Third Party Account. WE MAKE NO REPRESENTATIONS, WARRANTIES OR OTHER GUARANTEES AS TO THE ACCURACY, COMPLETENESS OR

TIMELINESS OF ANY PRICE QUOTES, NOR DOES THE BANK MAKE ANY REPRESENTATIONS, WARRANTIES OR OTHER GUARANTEES AS TO THE PRESENT OR FUTURE VALUE OR SUITABILITY OF ANY SALE, TRADE OR OTHER TRANSACTION INVOLVING ANY PARTICULAR SECURITY OR ANY OTHER INVESTMENT.

9. You acknowledge and agree our service provider owns all rights in and to the Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the Service or technology.
10. As a condition of using the Service, you warrant you will not use the Service for any unlawful purpose or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.
11. We may modify or discontinue the Service with or without notice, without liability to you, any other user or any third party. We reserve the right to terminate this Service at any time and for any reason, including without limitation if the Bank, in its sole judgment, believes you have engaged in conduct or activities in violation of the Terms or the rights of the Service, or if you provide false or misleading registration information or interfere with other users or the administration of the Service. You may remove accounts from the Service at any time by using the online feature to remove. Once the Service terminated for any reason, you will have no further right or access the Service, or you remove accounts from the service we or our service provider will not access your Third Party Accounts thereafter for any reason.
12. The Service may contain links to other websites ("Linked Sites"). Such links are provided solely as a convenience for you. The Bank does not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree our service provider, its affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and make no representations or warranties regarding the Linked Sites or your use of them.
13. Limitation of Warranty and Liability

YOU UNDERSTAND AND AGREE THE SERVICE IS PROVIDED "AS-IS." NEITHER WE NOR OUR SERVICE PROVIDER ASSUME ANY RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE SERVICE, WE AND OUR SERVICE PROVIDER DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND NEITHER WE NOR OUR SERVICE PROVIDER MAKES ANY WARRANTY OR REPRESENTATION REGARDING THE RESULTS OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED FROM THIRD PARTY ACCOUNTS OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

NEITHER WE NOR OUR SERVICE PROVIDER WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION RETRIEVED FROM THE THIRD PARTY ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR

LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE OR OUR SERVICE PROVIDER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Account Alerts

The Bank offers an Alerts Service through Online and Mobile Banking to provide transactional information via electronic notices about your Accounts.

1. Alerts are provided within the following categories:
 - a. **Mandatory Alerts:** we may choose to provide you with important notifications as Mandatory Alerts. You do not have the option to suppress these Mandatory Alerts.
 - b. **Additional Alerts:** Other Alerts are available for you to enable for certain Accounts and Services. These Additional Alerts can be accessed from the Alerts menu within the Service.
 - c. **Adding/Cancelling Alerts.** The Bank may add new Alerts from time to time, or cancel other Alerts. The Bank will usually notify you when we cancel Alerts, but are not obligated to do so. The Bank reserves the right to terminate the Alerts Service at any time without prior notice to you.
2. The Bank may provide Alerts through one or more channels: (a) text message; (b) push notification; or (c) an email message. You agree to receive Alerts through these channels, and it is your responsibility to determine each of the service providers for channels supports the email, push notification, and text message Alerts provided through the Alerts Service. Message and Data rates may apply. Alert frequency varies by Account and preferences. You agree to provide us a valid mobile phone number and/or email address so the Bank may send you Alerts. If your email address or your mobile device's number changes, you agree to update through the Service or by contacting us. Your Alerts will be updated to reflect the changes submitted to us with regard to your primary and secondary email addresses or mobile number.
3. To stop Alerts via text message, text "STOP" to 96924 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit Account Alerts within the Service. For help with SMS text alerts, text "HELP" to 96924. In case of questions please call our Contact Center at 907- 777-4362 or 800- 856-4362.
4. We provide Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the Account to which it pertains. The Bank strives to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree your receipt of any Alerts may be delayed or prevented by factors affecting your mobile phone service provider, internet service providers and other factors outside First National control. The Bank neither guarantees the delivery nor the accuracy of the contents of each Alert. You agree to not hold the Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.
5. **Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, the Bank will not include your full Account number. You acknowledge and agree Alerts are not encrypted and may include your name and some information about your Accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

Cards

Cards are used to view information for your eligible Account debit card. The Service is intended to allow you to initiate certain payment card related activities for your enrolled card.

1. Those activities may include but are not limited to the ability to:
 - a. Register your card.
 - b. Activate and deactivate the card.

- c. Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off (“Controls”).
 - d. Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases (“Card Alerts”).
 - e. View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information).
 - f. Report your card as lost or stolen.
 - g. Review your spending by merchant type and/or by month.
 - h. View a list of merchants storing your card information for recurring or card-on-file payments.
2. **Third Party Services.** Cards may enable access to Bank’s and third parties’ services and websites, including GPS locator websites, such as Google. Use of such services may require internet access and you accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at https://maps.google.com/help/terms_maps/. Html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps/, or such other URLs as may be updated by Google. To the extent the Service allows you to access third party services, Bank and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to you.
 3. **Communication.** You agree to allow us to communicate with you via push notification, SMS and/or email, with respect to the activities performed via the Service. Fees may be imposed by your mobile provider for the transmission and receipt of messages and Alerts. Bank reserves the right to send administrative and service notifications via email and/or SMS message to the email address and/or phone number provided upon enrollment in the Service
 4. **Discontinuing Alerts and Controls.** The Alerts and Controls you set through the Service may continue to apply, even if you delete Mobile Banking or remove it from your mobile device. Please contact us to discontinue the Card Alerts and Controls.
 5. **Availability/Interruption.** You acknowledge the actual time between occurrence of an event (Event) triggering a selected Control or Card Alert and the time sent to your mobile device (Notification) is dependent on a number of factors including, without limitation, your wireless service and coverage within the area in which you are located. You acknowledge Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Card Alerts (collectively, Commands) are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to your mobile device in all areas. If you registered to receive Notifications to your mobile device, the Service is available when you have your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. Cards is subject to transmission limitations and Service interruptions. Bank does not guarantee the Service (or any feature thereof) will be available at all times or in all areas. You acknowledge and agree certain functionality within the Service may not be available for all transactions. Commands based upon the location of the mobile device where Cards is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant’s registered address. You acknowledge and agree neither Bank nor its third-party service providers are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge neither Bank nor its service providers shall be liable to you if you are unable to receive Notifications on your mobile device in your intended area. Bank, for itself and its third-party service providers, disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any Notification; or any form of active or passive filtering.

Internal Funds Transfers

Internal funds transfers allow you to transfer funds, make payments, or draw advances between your First National Bank Alaska Accounts.

1. Account information displayed through Online Banking and Mobile Banking is the current information at the time the transaction takes place. If your payment or transfer exceeds the balance in your Account on the date you instructed to execute, or the maximum amount allowed, it will not be processed.
2. We reserve the right to limit the frequency and dollar amount of any transfers depending on internal criteria. Limits applicable to your Accounts will be displayed within the application and/or applied at the time of scheduling a transfer. First National Bank Alaska reserves full discretion to raise or lower limits, generally or as to particular Accounts, at any time and without prior notice. Except as otherwise provided below, cut-off times applicable to your transfers or payments will be displayed within the application.
3. Internal Funds Transfers between your First National Bank Alaska Bank Accounts on your electronic device using the Service and received by us generally process immediately, but in some instances, may take an additional business day to complete. Funds Transfers processed on your electronic device using the Service and received after 9:00 pm AKT on a business day may process on the next business day.
4. By providing transfer instructions, you authorize First National to follow the instruction in order to process funds transfers more efficiently and effectively. When instructions are received, you authorize First National to debit your payment Account and credit the receiving Account. We will incur no liability if we are unable to complete any funds transfers initiated by you because of the existence of any one or more of the following circumstances: (a.) If, through no fault of the Bank, your Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your Account on the date you instructed payment to be executed; (b.) the payment, advance or funds transfer function is not working properly and you know or have been advised by us about the malfunction before you execute the transaction; (c.) circumstances beyond the control of First National Bank Alaska (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances; or (d.) the payment, advance or funds transfer exceeds the applicable transaction limits.

Provided none of the foregoing exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Account or cause funds from your Account to be directed to an Account which does not comply with your instructions, we will be responsible for returning the improperly transferred funds to your Account, and for directing the proper funds to the correct Account.

5. You may cancel or edit any scheduled funds transfer or payments (including recurring funds transfers or payments) by following the directions within the Service. There is no charge for canceling a scheduled funds transfer or payment. Once we have begun processing a funds transfer or payment, it cannot be cancelled or edited.
6. The restrictions on the number of withdrawals from your savings and money market Accounts and associated fees apply to payments and funds transfers between Accounts initiated through the Service. Refer to the [Personal Fee Schedule](#) for more information.

External Transfers

Account to Account Transfer Terms of Service

1. Introduction. This Account to Account Transfer Terms of Service document is a contract between you and First National in connection with the External Transfers (as defined below) offered through our Online Banking site or mobile applications (the "Site"). This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.
2. Description of External Transfers ("External Transfers"). External Transfers enable you to transfer funds between your Eligible Transaction Account(s) you maintain with us, and your External Account(s) maintained by other financial institutions.
 - a. "Instant Transfers" means functionality, to the extent made available by us, to the Payment Networks designed to transfer funds on the same day or sooner between your Eligible Transaction Account(s) you maintain with us, and your External Account(s) maintained by other financial institutions. Instant Transfers are only available for Accounts that are enabled to send and receive such Instant Transfers. Instant Transfers are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each

financial institution, Payment Network availability, or other factors. Instant Transfers are included in the definition of “Service”.

3. Definitions.

- “Account” means an Eligible Transaction Account or External Account.
- “ACH Network” means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.
- “Affiliates” are companies related by common ownership or control.
- “Business Day” is every Monday through Friday, excluding Federal Reserve holidays or other days banks are legally closed.
- “Consumer” means a person (not a business or other entity) with an Eligible Transaction Account primarily for personal, family or household purposes.
- “Eligible Transaction Account” is a transaction account from which your transfers will be debited, your External Transfers fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, is eligible for the External Transfers. An Eligible Transaction Account shall be limited to a checking, money market, savings or brokerage account you hold with us.
- “External Account” is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- “Payment Network” means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- “Service Provider” means companies we have engaged (and their Affiliates) to render some or all of the External Transfers to you on our behalf.
- “Transfer Instruction” means the specific payment instructions you provide through the External Transfers for a transfer of funds, including the designated accounts, amount, and date of the transfer.

4. Service Providers. We are offering you the External Transfers through one or more Service Providers that we have engaged to render some or all of the External Transfers to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the External Transfers to you, we are the sole party liable to you for any payments or transfers conducted using the External Transfers and we are solely responsible to you and any third party to the extent any liability attaches in connection with the External Transfers. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

5. Authorization and Processing.

- a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such accounts or to even withdraw all funds from such accounts; and (ii) we may act on your instructions regarding such accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- b. You may initiate (1.) a one-time Transfer Instruction for which processing shall be initiated immediately, (2.) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3.) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Options (2.) and (3.) above are not available for Instant Transfers. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us

to (1.) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (External Transfers Fees and Additional Charges); or, as applicable, to (2.) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (External Transfers Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e., email, push notification).

- c. We will use reasonable efforts to complete all your Transfer Instructions properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 - 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the Transfer Instruction or the Transfer Instruction would exceed the credit limit of your overdraft account;
 - 2. The External Transfers is not working properly and you know or have been advised by us about the malfunction before you execute the Transfer Instruction;
 - 3. The transfer is refused as described in Section 10 (Refused Transfers) below;
 - 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 - 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Transfer Instruction.
 - d. It is your responsibility to ensure the accuracy of any information that you enter into the External Transfers, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong account once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
 - e. Instant Transfers. The Instant Transfers feature allows for transfers to and from External Accounts that are enabled through a Payment Network designed to deliver transfers on the same day and potentially within minutes, although actual speed will vary, as described below. Instant Transfers are not instantaneous. Delivery speed may vary based upon the fraud, risk and other funds availability policy of the applicable External Account financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks or other financial institutions that may be involved in the transmission of a transfer. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Instant Transfers unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Transfer Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.
- 6. Transfer Methods and Amounts. There are limits on the amount of money you can send or receive through our External Transfers. Your limits may be adjusted from time-to-time in our sole discretion. You may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the External Transfers, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you.
 - 7. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the External Transfers). Instant Transfers may not be cancelled as the Transfer Instructions will be processed immediately.

8. **Stop Transfer Requests.** If you desire to stop any transfer that has already begun processing, you must contact customer care for the External Transfers pursuant to Section 26 (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.
9. **External Transfers Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the External Transfers. Applicable fees will be disclosed in the user interface for, or elsewhere within, the External Transfers or Site. Any applicable fees will be charged regardless of whether the External Transfers was used, except for fees that are specifically use-based. Use-based fees for the External Transfers will be charged against the account that is debited for the funds transfer. There may also be charges for additional transactions and other optional Services. Additional fees may apply for Instant Transfers. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the account that is debited for the funds transfer, depending on how such charges are described in the user interface for the External Transfers. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and internet service fees that may be assessed by your telephone and internet service provider. Section 22 (Failed or Returned Transfer Instructions) applies if you do not pay our fees and charges for the External Transfers, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient funds in the External Account; Section 22 (Failed or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.
10. **Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.
11. **Returned or Failed Transfers.** In using the External Transfers, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number not being valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.
12. **Notices to Us Regarding the External Transfers.** Except as otherwise stated below, notice to us concerning the Site or the External Transfers must be sent by postal mail to:

First National Bank Alaska
PO Box 100720
Anchorage AK 99510

We may also be reached at (907) 777-4362 or (800) 856-4362 for questions and other purposes concerning the External Transfers. We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

13. **Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the External Transfers, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your External Transfers setup or customer profile. For example, users of the External Transfers may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 12 (Notices to Us Regarding the External Transfers) above. We reserve the right to charge you

a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the External Transfers if you withdraw your consent to receive electronic communications.

14. **Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM (“ATDS”) OR PRERECORDED/ARTIFICIAL VOICE TECHNOLOGY, and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. You may revoke this consent at any time by contacting us as set forth in Section 12 (Notices to Us Regarding the External Transfers). Please review our Privacy Policy for more information.
15. **Receipts and Transaction History.** You may view your transaction history by logging into the External Transfers and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.
16. **Your Privacy; Privacy of Others.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the External Transfers, you agree to keep the information confidential and only use it in connection with the External Transfers.
17. **Eligibility.** The External Transfers is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the External Transfers is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the External Transfers, you represent that you meet these requirements and that you agree to be bound by this Agreement.
18. **Prohibited Transfers.** The following types of transfers are prohibited through the External Transfers, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:
 - a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
 - b. Transfers that violate any federal or state law, statute, ordinance or regulation; and
 - c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
 - d. Transfers that may be deemed to be illegal, improper, brand damaging or potentially exposing us, our Service Providers, or the financial system to risk or reputational harm; and
 - e. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the External Transfers) above of any violations of the Agreement generally.

19. **Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the External Transfers, regardless of the purpose of the use, and for all communications you send through the External Transfers. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the External Transfers for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the External Transfers or the portion of the Site through which the External

Transfers is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or External Transfers, or interfere or attempt to interfere, with the Site or the External Transfers; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the External Transfers) above of any violations of the Agreement generally.

20. **Your Liability for Unauthorized Transfers.** This paragraph applies only to Eligible Transaction Accounts used for personal, family and household purposes. Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the External Transfers in the manner set forth in Section 12 (Notices to Us Regarding the External Transfers) above. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. If you tell us within two (2) Business Days after you discover your password or other means to access your Account through which you access the External Transfers has been lost or stolen, your liability is no more than \$50.00 should someone access your Account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your Account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can establish that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.
21. **Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.
22. **Failed or Returned Transfer Instructions.** In using the External Transfers, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:
 - a. You will reimburse us or our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
 - b. You may be assessed a one-time late fee equal to one and a half percent (1.5%) of any unpaid amounts plus reasonable costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your Account Agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit; and
 - c. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.
23. **Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the External Transfers, changes may be able to be made within the user interface of the External Transfers or by contacting customer care for the External Transfers as set forth in Section 12 (Notices to

Us Regarding the External Transfers) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

24. **Information Authorization.** Your enrollment in the applicable External Transfers may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each External Transfers, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the External Transfers, to authenticate you when you log in, to send you information about the External Transfers, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the External Transfers and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the External Transfers in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the External Transfers.
- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
 - b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable Service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for Services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.
25. **Consent to Share Personal Information (Including Account Information).** In addition to Section 24 (Information Authorization) above, by accepting this Agreement, you consent to our disclosure of your personal information (including bank Account Information) as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:
- a. As necessary to resolve a problem related to a transfer initiated by you;
 - b. To verify the existence of your bank account;
 - c. To comply with government agency or court orders, or debit card, as applicable;
 - d. To our affiliates, as permitted by law;
 - e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
 - f. To comply with inquiries in connection with fraud prevention or any investigation;
 - g. For our general business purposes, including without limitation data analysis and audits; or

- h. As otherwise permitted by the applicable terms of our Privacy Policy.
26. Errors, Questions, and Complaints. This paragraph applies only to Eligible Transaction Accounts used for personal, family and household purposes.
- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 12 (Notices to Us Regarding the External Transfers) above.
 - b. If you think your periodic statement for your Account is incorrect or you need more information about a transaction listed in the periodic statement for your Account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your Account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
 - c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. For errors involving new Eligible Transaction Accounts, we may take up to ninety (90) days to investigate your complaint or question and up to twenty (20) Business Days to provisionally credit your Eligible Transaction Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.
27. Intellectual Property. All marks and logos related to the External Transfers are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the External Transfers or display them in any manner that implies our sponsorship or endorsement. All rights, title and interest in and to the External Transfers, the portion of the Site through which the External Transfers is offered, the technology related to the Site and External Transfers, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or External Transfers shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.
28. External Transfers Termination, Cancellation, or Suspension. If you wish to cancel the External Transfers, you may contact us as set forth in Section 12 (Notices to Us Regarding the External Transfers) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the External Transfers at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

29. **Password and Security.** If you are issued or create any password or other credentials to access the External Transfers or the portion of the Site through which the External Transfers is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or External Transfers without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the External Transfers) above. See also Section 20 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.
30. **Amendments.** We may amend this Agreement and any applicable fees and charges for the External Transfers at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the External Transfers after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the External Transfers and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the External Transfers, and/or related applications and material, and limit access to only the External Transfers' more recent revisions, updates, upgrades or enhancements.
31. **Our Relationship with You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the External Transfers. We do not have control of, or liability for, any products or services that are paid for with our External Transfers. We also do not guarantee the identity of any user of the External Transfers (including but not limited to recipients to whom you send transfers).
32. **Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.
33. **Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the External Transfers; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the External Transfers for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.
34. **Disputes.** In the event of a dispute regarding the External Transfers, you and we agree to resolve the dispute by looking to this Agreement.
35. **Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

36. **Law and Forum for Disputes.** Unless our Account Agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, without regard to its conflicts of law's provisions. TO THE EXTENT THAT THE TERMS OF THIS AGREEMENT CONFLICT WITH APPLICABLE STATE OR FEDERAL LAW, SUCH STATE OR FEDERAL LAW SHALL REPLACE SUCH CONFLICTING TERMS ONLY TO THE EXTENT REQUIRED BY LAW. UNLESS EXPRESSLY STATED OTHERWISE, ALL OTHER TERMS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. Unless our Account Agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 (Arbitration)) must be resolved by a court located in the State of Alaska. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration). The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. TO THE EXTENT ALLOWED BY APPLICABLE LAW, BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.
37. **Indemnification.** In addition to and not limiting indemnification provisions in this Agreement, you agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, 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 the Site or the applicable External Transfers.
38. **Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the External Transfers. You further waive, to the fullest extent permitted by applicable law, any rights under any statute or common law principle that would otherwise limit this release to claims known or suspected at the time of signing.
39. **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.
40. **Disclaimer of Warranties.** THE SITE AND EXTERNAL TRANSFERS AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR EXTERNAL TRANSFERS, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.
41. **Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE EXTERNAL TRANSFERS AND THE PORTION OF THE SITE THROUGH WHICH THE EXTERNAL TRANSFERS IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE EXTERNAL TRANSFERS MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE EXTERNAL TRANSFERS, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE EXTERNAL TRANSFERS CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EXTERNAL TRANSFERS OR THE PORTION OF THE SITE THROUGH WHICH THE EXTERNAL TRANSFERS IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY

FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE EXTERNAL TRANSFERS OR THE PORTION OF THE SITE THROUGH WHICH THE EXTERNAL TRANSFERS IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

42. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the External Transfers and the portion of the Site through which the External Transfers is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32-42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail. The External Transfers Service allows you to transfer funds between your personal First National Bank Alaska deposit Accounts and certain deposit or loan Accounts that are owned by you at another U.S. financial institution. With the External Transfers Service, you can transfer funds from an account owned by you at another U.S. financial institution; or transfer funds out an account owned by you at another U.S. financial institution.

Bill Pay Service

Bill Pay Service enables you to make payments (either one-time or recurring payments) online from your designated checking, money market, and Health Savings Account, to third parties as you direct; and receive electronic bills from participating Billers to view Biller bill summary and bill detail information.

By choosing to use the Bill Pay Service in addition to the Online Banking Service, you agree to be subject to the terms and conditions outlined in this Agreement as well as the Bill Pay Terms of Service accepted at time of enrollment and as amended from time to time.

1. Bill Pay Service Definitions

- “Bill Pay Service” means the bill payment Service offered by First National Bank Alaska through our Bill Pay Service Providers.
- “Bill Pay Service Provider” means companies we have engaged (and their affiliates) to render some or all of the Bill Pay Service to you on our behalf. “Bill Pay Site” means the portion of our Online Banking site or mobile application site through which the Bill Pay Service is accessed. “Biller” or “Payee” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills.
- “Billing Account” is the account from which all Bill Pay Service fees will be automatically debited.
- “Deliver By Date” is the day you want your Biller to receive your bill payment, unless the Deliver By Date falls on a non-Business Day in which case the previous Business Day will be considered to be the Deliver By Date.
- “Due Date” is the date reflected on your Biller statement on which the payment is due. It is not the late date or grace period.

- “Payment Account” is the checking or money market Account from which bill payments will be debited. There may be limits on or fees associated with the number of withdrawals per month from money market Accounts. Refer to the [Personal Fee Schedule](#).
- 2. The earliest possible Deliver By Date for each Biller (typically five (5) or fewer Business Days from the current date) will be designated within the Bill Pay Site when you are scheduling the payment. When scheduling payments, you must select a Deliver By Date no later than the actual Due Date or at least one (1) Business Day prior if this date falls on a non-Business Day, reflected on your Biller statement.
- 3. When you schedule a bill payment, you authorize us to withdraw the amount of your payment from your Account(s) on a date prior to the Deliver By Date for certain types of payments and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Deliver By Date designated by you.
- 4. Rush Payments may not be available for all customers. When scheduling payments within the application, options for Rush Delivery will be presented for participating Billers if Rush Payments are available for your Account. A Rush Payment is an optional Service available with participating Billers allows you to have your payment initiated and processed quickly for an additional fee.
- 5. The Rush Payment option may not always be available. Depending on the time of day, you might not have sufficient lead time to make this type of payment. If the Rush Payment option is not available for an intended Biller, it will not be presented as an option to you and the earliest possible Deliver By Date, without a fee, will be designated.
- 6. Once you submit a Rush Payment, it will begin processing immediately and you will not be able to change or cancel it.
- 7. By selecting a Rush Payment, you authorize the Bill Pay Service to follow your payment instructions. For a Rush Payment, you authorize us to charge a fee for each payment as a separate transaction. The amount of each Rush Payment and each fee will be deducted from your Account as separate transactions, which might result in you incurring an overdraft charge for the payment as well as an overdraft charge for the fee if you do not have sufficient funds to process either the payment or the fee.

ZELLE® Network Service

First National has partnered with the Zelle® Network (“Zelle”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle (each, a “User”) using aliases, such as email addresses, mobile phone numbers, or other unique identifiers described in these terms (the “Zelle Service”). We will refer to financial institutions partnered with Zelle as “Network Financial Institutions.”

Eligibility and User Profile. When you enroll in the Zelle Service, you agree to the terms and conditions of this Agreement and the Zelle Agreement. You represent you are at least 13 years of age and you have the authority to authorize debits and credits to the enrolled bank Account.

The Zelle Service is intended for use with eligible Accounts to send, receive, or request money with those whom you trust. You agree you will not use the Zelle Service to send or receive prohibited payments in connection with ineligible Accounts or products. To check to see if your Account is eligible to use with the Zelle Service, log in to your Account through the Service. If your Account is eligible to use with the Zelle Service, you will see the “Zelle” option after accessing the Service.

Text Banking

For your convenience, First National offers a Service to receive text notifications regarding information about your Account(s).

1. Text Banking is provided as an on-demand Service. To use the Service, you text the following to short code 39157 to obtain information on your Account.

B – Balance on Text Banking Accounts

H – 5 Most recent transactions

M – Next 5 transactions

T – Transfers between Text Banking Accounts

N – To obtain the nicknames for Text Banking Accounts

2. The information contained in Text Banking messages is as of a specific time and date, but because Text Banking is subject to delay or interruption, it should not be considered real time information. You understand messages through Text Banking may be delayed for a variety of reasons (e.g., factors relating to your internet service provider(s), phone carriers, or other parties) and will not reflect Account activity that occurred after the message was sent. Because the text messages we send to you through Text Banking are one-time, on demand messages, the timing and frequency of the messages you receive will depend on when and how frequently you send a text to us with a designated command to request information. Our response messages will be sent promptly after receiving your request text through Text Banking.
3. You are under no obligation to use Text Banking. Text Banking messages are not encrypted and will not contain your full Account number. The information contained in Text Banking messages is as of a specific time and date, but because Text Banking is subject to delay or interruption, it should not be considered real time information. You understand messages received through Text Banking may be delayed for a variety of reasons and will not reflect Account activity that occurred after the message was sent. We may terminate Text Banking at any time without notice.
4. Text Banking is being provided to you for convenience purposes only and does not change your payment or other obligations unless specifically stated otherwise. Information provided through Text Banking does not amend, supplement, change or replace any other notice or information you may receive in connection with your Account, including any information provided in a monthly periodic statement or Account-related agreements.
5. By providing us with a mobile telephone number upon enrolling in Text Banking, you consent to receive text messages from us about your Accounts with us. Text messages include Account balance and transaction history, and the ability to transfer funds to/from your Accounts designated within Text Banking. We use the following short code for Text Banking, 39157.
6. You can opt out of Text Banking via text message by sending "STOP" to 39157. You may also call the First National Contact Center at 907-777-4362 or 800-856-4362 to inform us of your choice to revoke consent for these types of text messages. If you terminate your Text Banking, you will no longer receive texts from Text Banking.
7. There is no fee for using our Text Banking, but you understand your wireless service provider's standard message and data rates may apply to texts sent through the Text Banking, and charges may appear on your wireless bill or deducted from your pre-paid balance. You are responsible for any fees or other charges your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service.
8. For help with questions about Text Banking, text "HELP" to the short code 39157. In case of questions, please call the Contact Center at 907-777-4362 or 800-856-4362. Note text alerts and related functionalities may not be available on all phones or equipment, or through all wireless carriers.
9. You will immediately notify us if the mobile phone number you have registered for the Text Banking is (a.) surrendered by you, (b.) changed by you, or (c.) no longer used by you by logging into the Service or by contacting the Contact Center at 907-777-4362 or 800-856-4362.
10. First National Bank Alaska may terminate Text Banking Service at any time without notice. You may terminate your participation in Text Banking by opting out of the Text Banking as described above. If you terminate your Text Banking participation, you will no longer be able to take advantage of the Text Banking feature.
11. WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO YOU OR TO ANY OTHER PERSON IN CONNECTION WITH THE SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT, THE SERVICE OR ANY SOFTWARE OR EQUIPMENT USED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

WE DO NOT WARRANT THE SERVICE WILL OPERATE WITHOUT ERROR, OR THE SERVICES WILL BE AVAILABLE AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED PURSUANT TO THIS AGREEMENT OR BY REASON OF YOUR USE OF THE SERVICE, INCLUDING LOST DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR

BASED ON A WARRANTY OR ANY OTHER LEGAL THEORY.

WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY RESULTING FROM AN INTERRUPTION IN THE AVAILABILITY OF THE SERVICE, OR ANY COMPUTER VIRUS YOU MAY ENCOUNTER USING THE SERVICE. WE ENCOURAGE YOU TO ROUTINELY SCAN YOUR ELECTRONIC DEVICE USING A RELIABLE VIRUS PROTECTION PRODUCT TO DETECT AND REMOVE VIRUSES FROM YOUR ELECTRONIC DEVICE.

BY ACCESSING THE SERVICE, YOU AGREE TO WAIVE ALL CLAIMS AGAINST FIRST NATIONAL BANK ALASKA AND ANY THIRD PARTY CONTENT PROVIDERS REGARDING THE INFORMATION PROVIDED AS PART OF THE SERVICE AND ANY INFORMATION RECEIVED BY YOU AS A RESULT OF USING THE SERVICE, AND ANY USE BY YOU OF SUCH INFORMATION, EXCEPT FOR CLAIMS ARISING FROM THE BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. YOU AGREE UNDER NO CIRCUMSTANCES SHALL FIRST NATIONAL BANK ALASKA OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE OR ITS CONTENTS OR SERVICES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS, GOOD WILL, BUSINESS INTERRUPTION, USE, DATA, EQUIPMENT OR OTHER INTANGIBLE LOSSES (EVEN IF FIRST NATIONAL BANK ALASKA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM: (1) THE USE OF OR INABILITY TO USE THE SERVICE, (2) THE CONSEQUENCES OF ANY DECISION MADE OR ACTION OR NON-ACTION TAKEN BY YOU OR BY ANYONE TO WHOM YOU COMMUNICATE SUCH INFORMATION, OR FOR ANY ERRORS BY YOU IN COMMUNICATING SUCH INFORMATION, (3) THE COST OF SUBSTITUTE GOODS OR SERVICES, OR (4) ANY OTHER MATTER RELATING TO THE CONTENT, SERVICES, OR DISTRIBUTION OF SERVICES THROUGH THE SERVICE. FIRST NATIONAL BANK ALASKA SHALL NOT BE LIABLE FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM ANY USE OF ANY PRODUCT, INFORMATION, PROCEDURE, OR SERVICE OBTAINED THROUGH THE SERVICE. BY ACCESSING THE SERVICE, YOU AGREE TO WAIVE ALL CLAIMS AGAINST FIRST NATIONAL BANK ALASKA AND ANY SERVICE PROVIDER content REGARDING REVOCATION OF CONSENT RECEIVED OUTSIDE OF CHANNELS OUTLINED IN THE LIMITATION OF LIABILITY – TEXT BANKING SECTION.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FIRST NATIONAL'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE OR CLAIM RELATED TO THIS AGREEMENT, THE SERVICE, ANY PRODUCTS OR SERVICES OBTAINED THROUGH USE OF THE SERVICE, OR PRIVACY POLICY RELATED TO THE SERVICE, IS YOUR CESSATION OF THE USE OF THE SERVICE, EXCEPT FOR RIGHTS AND REMEDIES PROVIDED UNDER APPLICABLE LAW, INCLUDING WITHOUT LIMITATION REGULATION E (12 CFR PART 1005).

General Terms and Conditions

Entire Agreement

This Agreement constitutes the complete and exclusive agreement related to the Service and supplements the software license agreements, the Account Agreements and any other agreement or disclosure related to your Accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Accounts or any statement by our employees or agents, this agreement shall control as to the subject matter addressed herein. Where a specific Service is governed by its own terms of service set forth in this Agreement (including, without limitation, the Account to Account Transfer Terms of Service, the Bill Pay Service section, and the Zelle Network Service section), those service-specific terms shall control over these General Terms and Conditions solely with respect to that Service and only to the extent of any direct conflict.

Waivers

We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not constitute a waiver of the term or provision in the future. No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by us.

Assignment. You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties or independent contractors. We may assign this Agreement to any future, directly or indirectly, affiliated company.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, without regard to the conflict of law's provisions and will be subject to provisions of all operating circulars of the Federal Reserve and any other applicable provisions of Federal law. Notwithstanding the foregoing, where a specific Service is governed by its own terms of service that expressly specify a different governing law (such as the Account to Account Transfer Terms of Service), that governing law shall apply solely to that Service. The invalidity or enforceability of any other provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Compliance with Applicable Laws

Any user of this Service shall comply with all applicable laws. We reserve the right to refuse to process any transaction we reasonably believe violates applicable law or we believe is made in connection with any unlawful transaction or activity, including without limitation, gaming, gambling, lottery or similar activities. We will notify you if we do not process a transaction.

Regulation E and Consumer Protections

Notwithstanding any other provision of this Agreement, including without limitation any disclaimer of warranties, limitation of liability, exclusive-remedy, release, indemnification, or waiver provision, nothing in this Agreement shall limit, waive, or otherwise diminish any right, protection, or remedy you may have under the Electronic Fund Transfer Act and Regulation E (12 CFR Part 1005), or any other applicable consumer protection law, with respect to any Account or electronic fund transfer to which such law applies. To the extent any provision of this Agreement is inconsistent with such law, that law shall control, but only to the extent of the inconsistency and only with respect to Accounts and transactions to which it applies, and all remaining provisions of this Agreement shall remain in full force and effect.

Force Majeure

We shall not be liable for, and shall be excused from, any failure or delay in performing our obligations under this Agreement or in providing the Service to the extent such failure or delay results from causes beyond our reasonable control, including without limitation acts of God, fire, flood, earthquake, severe weather, epidemic or pandemic, war, terrorism, civil unrest, labor disputes or strikes, governmental action, changes in law or regulation, power or telecommunications failures, internet or network disruptions, failures or interruptions of third-party systems or service providers, cyberattacks, or the unavailability or malfunction of equipment or software. Any such failure or delay shall not constitute a breach of this Agreement, and the time for our performance shall be extended for the period of such delay.

Changes to Agreement

Except as required by law, we may, in our sole discretion, add, delete, or change the terms of this Agreement at any time. We will inform you of changes to the Agreement when legally required and will try to notify you of any material changes as soon as possible, even when we are not legally required to do so. We will communicate such changes by updating the Agreement on our website and may also communicate such changes by email, mail, or a notice on our website. You may obtain the current version of this Agreement by visiting our website or calling 907-777-4362 or 800-856-4362 to request a copy.

You acknowledge and agree your continued use of the Service after the date changes to the Agreement are posted on our website constitutes your acceptance of and agreement to any such changes. You agree any such changes will be effective and shall apply to any transactions that occur or claims that arise after that date, whether or not you access the website or otherwise receive actual notice of the changes. If you do not agree with a change, you may discontinue using the Service.

Severability

If any provision, or a portion thereof, of this Agreement or its application to any party or circumstance shall be declared void, illegal, or unenforceable, the remainder of the provision and the Agreement shall be valid and enforceable to the extent permitted by law.

Service Hours. The Service is available 24 hours a day, 7 days a week, except during maintenance periods, for the scheduling, modification or review of payment orders and for initiation of funds transfers and balance inquiries. Please refer to the description of each Service for specific processing schedules and cut-off times.

Service Notifications

We may add, modify or discontinue the Service at any time, including placing or changing restrictions/limits on the types or amounts of transfers or payments or changing the terms and conditions governing the Service. We may send you electronic notifications concerning the Services, including notice of a change or termination of the Service. We may also temporarily suspend your use of the Service at any time for security reasons or any other reason in our discretion. We have no responsibility or liability for Service unavailability, interruptions or delays due to any cause.

Confidentiality

Subject to applicable law, we will disclose information to third parties about you and your Account(s): (1.) where it is necessary for completing payment transactions; (2.) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (3.) in order to comply with government agency or court orders; (4.) if you give us permission; (5.) as stated in the First National Bank Alaska Consumer Privacy Notice; and (6.) as otherwise required or permitted by law or government regulation.

Access to Other Products and Services

We may provide you access to other financial products and/or Services offered by us. You agree when you use these other Services, you will be subject to any terms and conditions applicable to the particular product or Service. In the event of a conflict between this Agreement and any terms and conditions applicable to other services, this Agreement shall control as to the subject matter addressed herein.

Privacy and Security

We make security and the protection of your personal information a top priority. First National's Privacy Policy and Mobile Banking Privacy Policy, which is incorporated and made a part of this Agreement by this reference, explains how we collect your information, and how we safeguard it.

User Information

You acknowledge in connection with your use of the Service, First National and service providers may receive and may share names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Service (collectively "User Information"). The Bank and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Service to verify the existence or status of your Account to a third party, such as a credit bureau or merchant, to activate additional Services, or to provide to a consumer reporting agency for purposes of anonymous research only. You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with affiliates and service providers to support your transactions with us and for identity verification and fraud avoidance purposes. Information may also be disclosed as otherwise permitted or required by law, including compliance with court orders or lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Bank and service providers also reserve the right to monitor use of the Services, for purposes of verifying compliance with the law, this Agreement, and any applicable software license, but we disclaim any obligation to monitor, filter, or edit any content. You agree, using the Service, information and transfers will be recorded and/or data captured, and you consent to such recording.

Account Information

Your Account information is confidential. We will disclose information to third parties (including Billers and our Service Providers) about your Account(s) and the transfers you make as is permitted by our Privacy Policy and the law including, without limitation: (a.) when it is necessary or helpful to enable you to use the Service, such as transferring or paying funds, obtaining Account information or performing any other functions described in this Agreement, (b.) if you have given us permission to do so, (c.) when it is necessary to complete transactions, (d.) to comply with a court order or the request of a government agency where it is necessary for activating additional Services, and (e.) to a consumer reporting agency for research purposes only.

Termination

You may terminate your use of the Service at any time by visiting your local First National Branch, by contacting us at 907-777-4362 or 800-856-4362, or by writing to us at First National Bank Alaska Online Banking Support, PO Box 100720 Anchorage AK 99510. You must notify us at least 10 days prior to the date on which you wish to have your Service terminated. We may require your Termination request in writing. If you have scheduled payments within this 10-day period, you also must separately cancel those payments pursuant to the Bill Pay Service section of this Agreement. If we have not completed processing your termination request and you have not otherwise canceled a payment, you will be responsible for payments scheduled during the 10 days following our receipt of your written notice of termination and all accrued fees and charges. If there is more than one Account owner or if more than one person is authorized to access the Account through the Service, we may terminate the Service upon the request of any Account owner or person authorized to access the Account.

We may terminate your use of the Service, in whole or in part, at any time without notice. Upon termination, you will remain liable for payments, transfers and other transactions in process and all accrued fees and charges.

Fees

You agree to pay the fees specified in the current [Personal Fee Schedule](#) as amended from time to time, which you can view through our website fnbalaska.com and which are incorporated herein by reference. Monthly fees may be changed with advance notice. In addition, other fees and service charges may apply. For example, there may be additional fees charged against your Accounts, if a transaction you initiate using the Service causes any of your Accounts to be overdrawn, exceed the maximum permissible number of transactions for the Accounts or exceed any other qualifiers for the Accounts. Refer to the disclosures provided when you opened your Account, Deposit Account Terms and Conditions, and the [Personal Fee Schedule](#).

You authorize First National Bank Alaska to deduct all applicable subscription, service and use fees for the Service from your service charge Account. If we are unable to deduct all applicable fees from your service charge Account for any reason (e.g., the Account has been closed or there are not sufficient funds in the Account), you authorize First National to deduct all applicable fees for the Service from any of your other Accounts. You may designate a different Account for service charge deductions, by notifying a local First National Branch, calling the Contact Center at 907-777-4362 or 800-856-4362.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE: YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FIRST NATIONAL BANK ALASKA AND SERVICE PROVIDER EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. FIRST NATIONAL BANK ALASKA AND SERVICE PROVIDER MAKE NO WARRANTY (1.) THE SERVICE WILL MEET YOUR REQUIREMENTS, (2.) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (3.) THE RESULTS MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (4.) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (5.) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FIRST NATIONAL BANK ALASKA OR SERVICE PROVIDER THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY

YOU AGREE NEITHER FIRST NATIONAL BANK ALASKA NOR SERVICE PROVIDER NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF FIRST NATIONAL BANK ALASKA OR SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (1.) THE USE OR THE INABILITY TO USE THE SERVICE; (2.) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (3.) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR

OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (4.) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (5.) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; (6.) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (7.) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE SERVICE EXCEED FIVE HUNDRED DOLLARS (\$500.00). THE FIVE HUNDRED DOLLAR (\$500.00) LIMITATION SET FORTH IN THIS SECTION AND ANY OTHER FIVE HUNDRED DOLLAR (\$500.00) LIABILITY CAP STATED ELSEWHERE IN THIS AGREEMENT, INCLUDING WITHIN ANY SERVICE-SPECIFIC TERMS, SHALL NOT BE CUMULATIVE OR STACK, BUT SHALL TOGETHER CONSTITUTE A SINGLE AGGREGATE CEILING OF FIVE HUNDRED DOLLARS (\$500.00) ON OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT AND THE SERVICE.

Indemnification

You agree to protect and fully compensate First National Bank Alaska and service provider from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney fees) caused by or arising from your use of the Service, your violation of these terms or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of anyone. You agree the service provider is a third-party beneficiary of the above provisions, with all rights to enforce such provisions as if service provider were a party to this Agreement.

EXCLUSION OF DAMAGES

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR BY LAW, WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGE WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE SERVICE OR THE USE THEREOF OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE FINANCIAL SOFTWARE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.