

TERMS OF USE

Personal Online Banking Agreement (revised November 2025)

Please read this Personal Online Banking Agreement (“Agreement”) carefully and keep a copy for your records. By clicking the Accept button at the bottom of this agreement you agree to the terms and conditions set forth herein.

1. **General Information.** First National Bank Alaska’s personal online banking system (System) will enable you to access account information such as balances and recent history on deposit and loan accounts, and, enable you to transfer funds to/from certain accounts for which you are granted access, based on the type of account and the capacity in which you sign on the account. All escrow accounts for which your Tax ID is listed, either as a payor or payee may be accessed by use of the System to view balances and account information.
2. **Account Balances & Transfers.** Account balance information available through the System may not reflect all transactions affecting the account. Transactions, including transfers in payment of indebtedness owed to the Bank, are displayed in real-time, meaning that a transaction is displayed instantaneously to customer and recorded in the Bank’s mainframe computer. Nevertheless, recorded transactions initiated before 9:00 p.m. Alaska Prevailing Time are processed and the books of the Bank are updated Monday through Friday after such cut-off time and prior to 6:00 a.m. the following morning (except on Bank holidays). While every effort is made to provide up-to-date data, the Bank’s processing schedule makes it impossible to guarantee current data is always displayed on the System.
3. **Stop Payments.** Any order of you to stop payment of a check to the Bank by use of the System must include 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 that the Bank will act upon any such order and will be bound by it only in accordance with the following provisions: (i) although it may not appear at the time of the order that the check has yet been paid or certified, it may have been, in which event the request is not effective; (ii) the order does not affect rights which others, including the Bank, may acquire with respect to the check; (iii) the Bank will rely on the correctness of the description of the check furnished by you with the order; (iv) 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; (v) 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 System; and (vi) the Bank will charge your account the current amount of the Bank’s stop payment fee immediately upon processing your stop payment order.
4. **Check Images.** The Bank shall make available images of cleared checks online for the current and previous statements. This service is provided as a convenience to our online customers. To review an image of your check, click on the check number hyperlink.
5. **E-Mail Messages/Instructions to Bank.** Messages and instructions you send by electronic mail by use of the System will be reviewed periodically by the Bank, on business days (Monday through

Friday, excluding Bank holidays). If you require action be taken by the Bank within a limited period of time pursuant to such a message or instruction, you must speak personally with an authorized Bank employee to obtain confirmation that such message or instruction has been received by the Bank, is in due form, and will prompt the intended action by the Bank within the time you prescribe. The Bank will not process account transactions requested by use of email, including but not limited to, account transfers, wire transfers, stop payments, etc. However, you may be able to conduct such transactions directly by use of the System. You should not rely on email for time sensitive communications, such as to report unauthorized transactions, unauthorized use of your access ID or password, lost or stolen debit cards, etc.

Other email transmissions done outside of the System may not be secure. The Bank advises you not to send or request sensitive or confidential information, such as account numbers, using any general or public email system.

6. **Application.** The System is available only to customers of the Bank with an active checking, savings, loan or Certificate of Deposit account. Once logged on to the System for the first time using identifying information, you will be prompted to create an access ID and password of your own choosing and to provide a current landline and/or mobile phone number. Each time you log in to the System thereafter, the System will verify if the connection is from a known User device using device identification and if not, you will be prompted to initiate an automated voice call or SMS text to receive a One Time Password (OTP). **Message and Data rates may apply.** Your password and security questions and answers are for your use only and should never be given to anyone. If you feel your password has been compromised, you will notify the Bank immediately at 907-777-4362 or 800-856-4362.
7. **Security and Password.** If you are issued or create any password or other credentials to access Personal Online Banking "Service," you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be liable for all actions taken by anyone to whom you have provided such credentials. No Bank employee will ever ask for your password, nor should you provide it to anyone. If you believe your credentials have been lost or stolen or that someone may attempt to use them to access this Service without your consent, you will notify the Bank immediately at 907-777-4362 or 800-856-4362.
8. **Information Authorization.** Your enrollment in the applicable Service may not be fulfilled if the Bank cannot verify your identity or other necessary information. You further understand and agree that the Bank reserve the right to use personal information about you for our and our service providers' everyday business purpose, such as to authenticate you when you log in, to perform fraud screening, or to verify your identity.
9. **Device Data.** The Bank 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 by devices associated with fraudulent or abusive activity. Such information may be used by the Bank and its third-party service providers to provide similar fraud management and prevention services for services or websites not provided by us. The Bank will not share with service providers any information that personally identifies the user of the applicable device.

10. **Termination.** The Bank may terminate access to the System without prior notice to you at its discretion, including but not limited to, if you do not use the System for a continuous period of more than 365 days.
11. **Limitation of Liability.** The Bank takes reasonable security precautions in storing and transmitting private data communications. However, the Bank cannot guarantee the System and/or your accounts will be 100% secure from access by unauthorized users. Your use of the supplied access ID and temporary password indicates your understanding and agreement that the Bank is not liable for any claim, loss, cost, or expense resulting from interception of, or other unauthorized access to, any such data communication. You understand and agree the Bank is not liable to you for any direct, indirect, consequential, special, or punitive damages or losses whatsoever you may incur in connection with the use of the System, or with any of the data or other materials transmitted through or residing on the System even if the Bank has been advised of the possibility of such damage or loss. This includes, but is not limited to, the loss of data or any other loss resulting from delays, non-deliveries, or service interruptions of any nature whatsoever.
12. **NO WARRANTIES.** THE BANK MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, AS TO THE AVAILABILITY, ACCURACY, OR CONTENT OF THE INFORMATION OR SERVICES IT IS PROVIDING HEREIN, AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. USE OF ANY INFORMATION OR DATA OBTAINED BY WAY OF THE SYSTEM IS AT YOUR OWN RISK. THE BANK IS NOT RESPONSIBLE FOR ANY CHARGES YOU MAY INCUR THROUGH YOUR ACCESS TO THE INTERNET. IN NO EVENT IS THE BANK LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND RESULTING DIRECTLY OR INDIRECTLY FROM ANY USE OF OR DEFECT IN THIS INTERNET SERVICE OR ANY OTHER BANK ELECTRONIC SERVICE, UNLESS EXPRESSLY STATED IN THIS AGREEMENT.
13. **Use Restricted to Lawful Purposes.** You agree you will use the System only for lawful purposes. You understand you are not permitted to, and agree not to, transmit any material in violation of any federal, state, local, or foreign law.
14. **Right to Refuse Service.** The Bank reserves the right to refuse service to anyone. The Bank further reserves the right to deny access to, or to close, any account which, in the sole opinion of the Bank, is causing or may cause harm to the Bank's server or to any other Bank service or system. The Bank, in its sole discretion, may terminate the Service, or your access to it, at any time without notice. The Bank may choose to make reasonable efforts to notify you of such an action taken by the Bank; however, the Bank is not bound by this agreement to do so.
15. **Partial Invalidity.** If any provision of this Agreement is ruled invalid or unenforceable, you agree the remaining provisions will continue in full force and effect. This Agreement is governed by and interpreted under the laws of the State of Alaska, without regard to its conflict of laws principles, as if this Agreement were entered into and performed completely in Alaska. You agree all lawsuits relating to this Agreement or the System shall be brought in Alaska State Courts located in the City of Anchorage.
16. **Acceptance; Changes.** By clicking the "Accept" button at the bottom of this agreement you constitute your acceptance of all terms and conditions contained herein. The Bank reserves the right to change any of the terms or conditions of this Agreement at any time. Any required notice of change will be published on the System. The continued use of the System will indicate your acceptance of such changes, and that any new terms and conditions will supersede and prevail against any and all previous representations or agreements, notwithstanding any variance with the

terms and conditions of this Agreement. After your System access has been granted, if you do not want to be bound by the terms of this Agreement, or by any subsequent changes to these terms, please contact the Bank immediately at 907-777-4362 or 1-800-856-4362 in order to cancel your System access.

17. **Headings.** The headings contained within the paragraphs are for the convenience of the reader and not determinative as to the content of the provision.
18. **Entire Agreement.** This Agreement, together with the Deposit Account Terms and Conditions and any other agreement or disclosure related to your Accounts constitutes the complete and exclusive Agreement related to the Service. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Account(s) or any statement by our employees or agents, this Agreement will control as to the subject matter addressed here. It is expressly understood there are no oral agreements or understandings between you and the Bank, which will be deemed to extend, restrict or otherwise supersede the exact terms of this Agreement.

Additional Terms and Conditions Applicable to Electronic Documents

By enrolling in this service, you agree to the terms and conditions set forth herein.

1. **Enrollment.** You can enroll for the Electronic Document service after signing in to the System with your online banking credentials using the enrollment form located in your Profile under the Electronic Statements option or as may be provided occasionally by the Bank as a pop-up when you log in to Online Banking. If an account(s) you wish to enroll does not appear in the list of accounts provided, you may send a secure email by use of the System requesting that the Bank enroll your specified account(s) for electronic statements and providing the email address to which the courtesy email is to be sent to notify you when your statement is available.
2. **Electronic Statements and Notices.** Starting as soon as your next statement cycle after you successfully enroll for this service, the Bank shall make your designated checking, savings, loan, and/or Repurchase Agreement account statement(s) available online in the form of an electronic statement. Within five business days, certain notices pertaining to your checking, savings, loan, certificate of deposit and/or Repurchase Agreement account(s) that would normally be mailed to you will be made available to you in the form of an electronic document. Statements and notices will be considered delivered to you when they are made available to you through this service. It is your responsibility to ensure you check for such notices on a regular basis, review your statements and notices promptly and report any errors or fraudulent transactions to the Bank within the time frames allowed pursuant to your deposit agreement with the Bank. Such timeframe starts when the statement or notice is made available. This service is being provided as a convenience to our online customers and your account(s) remains subject to your deposit and/or loan agreement.

The Bank will send, to the email address of record for each account owner enrolled in Personal Online Banking, a courtesy email notifying you that your statement is available. An email notification may also be provided for certain notices. To access your statement or notices simply log on to the System, select your account and click on the "Documents" button. Your paper statement of account shall be discontinued starting as soon as your next statement cycle. Paper versions of notices provided through this service (with the exception of Return Deposit Item Notices and Tax Forms) shall be discontinued coinciding with the start of this Electronic Document service.

You may request a paper copy of any such statement or notice, by visiting the Bank in person or by contacting the Bank at 907 777- 4362 or 800-856-4362. If you request a paper statement or notice normal fees will apply.

3. **Termination of Service.** You may terminate electronic only delivery of your statements and notices at any time by visiting the Bank in person or by contacting the Bank at 907 777-4362 or toll free at 800-856-4362 and future statements and notices will be sent in paper form to your address of record. If no owner on your account has used online banking for at least 365 days, the Bank reserves the right to revert the account to paper statements and notices. The Bank's then current fee for mailed statements will be assessed if your account is reverted to paper statements by the Bank or at your direction. Notwithstanding such reservation, the Bank, in its sole discretion, may terminate the Electronic Document service, or your access to it, at any time without notice. The Bank may choose to make reasonable efforts to notify you of such an action taken by the Bank; however, the Bank is not bound by this agreement to do so.
4. **System Requirements.** To access your Electronic Documents online you will need to have a computer or mobile device with internet access and a current version of a PDF reader.
5. **Acceptance; Changes.** By enrolling in this service, you acknowledge your acceptance of all terms and conditions contained herein. The Bank reserves the right to change any of the terms or conditions of this service at any time. Any required notice of change will be published on the System. The continued use of the System will indicate your acceptance of such changes, and that any new terms and conditions will supersede and prevail against any and all previous representations or agreements, notwithstanding any variance with the terms and conditions herein.

Additional Terms and Conditions Applicable to Alerts Service

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

1. **Alerts.** Your enrollment in First National Bank Alaska Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Bank account(s). Alerts are provided within the following categories:
 - a. **Mandatory Alerts:** The Bank may choose to provide you with important notifications as Mandatory Alerts. You do not have the option to suppress these Mandatory Alerts.
 - b. **Auto Enroll Alerts:** The Bank may choose to automatically enroll you for notification of certain important activities. Although you may suppress Auto Enroll Alerts, the Bank strongly recommends that you do not do so because they provide important information.
 - c. **Additional Alerts:** Other Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Alert Options menu within the System and the More menu within Mobile Banking. Auto Enroll Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device.

2. **Adding/Cancelling Alerts.** The Bank may add new Alerts from time to time, or cancel old 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 its Alerts service at any time without prior notice to you.
3. **Methods of Delivery.** The Bank may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an email message; or (d) your First National Bank Alaska Online Banking message inbox, by an email message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above 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 or email address so that the Bank may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.
4. **Alerts via Text Message.** 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 the Alerts tab in First National Bank Alaska Online Banking and click the box next to your mobile number for the Alerts you would like to receive again. For help with SMS text alerts, text "HELP" to 96924. In case of questions please contact customer service at 907-777-4362. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless and MetroPCS.
5. **Limitations.** First National Bank Alaska provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. The Bank strives to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside First National Bank Alaska's 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.
6. **Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, the Bank will never include your passcode or full account number. You acknowledge and agree that Alerts may not be 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.