

Welcome to Internet Banking with Commerce Bank of Wyoming

Our Internet Banking Agreement discusses how you can use our Internet Banking services to obtain information about your accounts, to transfer funds between your accounts, and to request certain other bank services. It also contains the terms and conditions governing this service. This Agreement is a contract which establishes the rules which cover electronic access to your accounts at Commerce Bank of Wyoming..

Requirements for Enrolling in the Service:

In order to enroll in this Service:

- You must have an eligible account with Commerce Bank of Wyoming.
- You must be a legal owner of the eligible account.
- Your account with us must be in good standing.
- You must be 18 years of age or older.
- You must be a resident of the United States or its possessions.
- You must have a computer and Internet browser that will support 128-bit encryption. We support the most current version of Internet Explorer and Netscape browsers.
- You will need Internet access through an Internet service provider.
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information and printing disclosures.
- You will also need an external email address for the delivery of electronic notices and disclosures.

Accepting Terms and Conditions:

If you use Commerce Bank of Wyoming's Internet Banking service, you thereby indicate your consent to all the terms and conditions of the Agreement therefore, we recommend you read it carefully and we suggest you print this agreement for your records.

Governing Laws and Other Agreements:

Accounts and services provided by Commerce Bank of Wyoming may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosure related to your eligible accounts and provided to you separately.

The laws of the State of Wyoming shall govern this Agreement and all transactions hereunder. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions shall continue in full force and effect. The headings in the Agreement are for your convenience only and will not govern the interpretation of the provisions.

Assignment:

You may not assign this Agreement to any other party. We may assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

Definitions:

As used in this Agreement, the following words have the meanings given below:

“Business Day” refers to Monday through Friday except for Bank holidays.

“We”, “our”, “us” and “Bank” all refer to Commerce Bank of Wyoming, the financial institution that holds one or more accounts accessed by this Service.

“You” and “your” refers to the person enrolling in these services or account holder authorized by Commerce Bank of Wyoming to use the system under this agreement.

“Account(s)” refers to any account to which we may allow access through the Service under this Agreement.

“Service” means the services provided pursuant to this Agreement.

“Agreement” means these terms and conditions of the Internet banking services.

Protecting your account:

Commerce Bank of Wyoming is committed to protecting the security and confidentiality of your account information-

- For your protection, Internet Banking requires the use of a browser with 128-bit encryption.
- You must have a valid Access ID and password to log in. Only one password per Access ID is allowed.
- If no action is taken for 15 minutes, you will be automatically logged off of Internet Banking.
- Upon three unsuccessful attempts to use your password, your access to the System will be revoked. To reestablish your authorization to the system, you must contact us to reset your password.

Your responsibilities:

- Not giving out your identifying information such as your password and Access ID. The Bank may rely on your Access ID to identify you when providing banking services to you.
- Never leave your account information displayed in an area accessible by others.
- Never leave your PC unattended while using Internet Banking.
- When exiting from Internet Banking, exit by clicking on Log Off in the toolbar.
- Refrain from using public computers to access your accounts. Their security cannot be assured.
- Notify us immediately if you suspect that someone may have your Access ID or password. Contact Commerce Bank of Wyoming at 307-362-4455 or 1-877-362-2299.

Neither Commerce Bank of Wyoming nor its service providers will contact you via telephone or email requesting personal information, your Access ID, or your password. If you are contacted by anyone requesting this information, please contact us immediately.

Your Password:

Each individual who has access to Internet Banking, including each individual named on joint accounts, must designate an Access ID (user code) and a password. Your password must be a minimum of six (6) characters, which must consist of at least one (1) letter and one (1) numeric character. The letters are case sensitive for the Access ID and the password.

We recommend that you create a password using the following guidelines:

- Utilize both upper and lower case letters.
- Your password should not be associated with any commonly known personal identification, such as social security number, address, date of birth, names of children, and should be memorized rather than written down.
- It is strongly recommended that you change your password periodically to enhance security.

Services Availability and Business Days:

Internet Banking with Commerce Bank of Wyoming is available 24 hours a day, seven days a week except as required, the service will be interrupted to perform periodic system maintenance, upgrades or to resolve service problems. We will attempt to schedule these periods at a time most convenient to our customers.

Fees:

There is no monthly fee or transfer fee for the basic Internet Banking service provided by Commerce Bank of Wyoming. We may add or remove certain features and/or functions at a later time. Fees disclosed separately to you in connection with your accounts apply when using this service.

Delivery of your Transfers

Transfers must be initiated prior to the cutoff time of 6:00 p.m. central standard time on any business day in order for the payment to be processed for that business day. Transfers initiated on Saturday, Sunday or banking holidays, will be processed on the next Business day.

Transfers from your savings and Money Market accounts are considered pre-authorized transfers, and pre-authorized transfers are limited to six (6) per monthly statement cycle by federal regulations. This same information is from the deposit agreement and disclosures you received for those accounts upon opening.

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

All transfers made with this Service will appear on your periodic account statement.

Our Liability for Failure to Complete Transactions:

If we do not complete a transfer to or from your account on time or in the correct amount, we might be liable for some of your losses or damages. However, there are some exceptions where we will not be liable. For instance:

- a. If through no fault of ours, you do not have enough money in your account to make the transfer;
- b. If the money in your account is subject to legal process or other encumbrances restricting transfer;
- c. If your account is closed;
- d. If the system was not working properly when you started the transfer;
- e. If you or anyone authorized by you, commits fraud or violates any law(s); or
- f. If circumstances beyond our control such as fire or flood or systems failure, prevents the transfer, despite reasonable precautions that we have taken.

Disclosure of Account Information to/from Third Parties:

We may disclose information to third parties about your account or the transactions you make:

- a. Where it is necessary for completing transactions or resolving errors involving the Services;
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or
- c. In order to comply with government agency rules, court orders, or other applicable law; or
- d. To our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law.

We may also request information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to the System. You agree and hereby authorize all of these transfers of information.

Notice of Your Rights and Liabilities:

Tell us AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised. A telephone call is the best way to reduce any possible losses. You could lose all the money in your account plus your maximum overdraft line of credit if applicable. If you tell us within two (2) Business days after you discover your password or other means to access your account 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 periodic account 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 prove 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 may extend the period.

Errors and Questions:

In case of errors or questions about your electronic transactions, you should notify us as soon as possible at **307-362-4455** or **1-877-362-2299** between 8:00 a.m. and 5:00 p.m. MST Monday through Friday or you may write us at:

Commerce Bank of Wyoming
PO Box 3000
Rock Springs, WY 82902

If you think your statement is incorrect or you need more information about an electronic transfer or other automatic transactions listed on your statement, we must hear from you no later than sixty (60) days after the first statement was sent to you on which the problem or error appears. You will need to:

- a. Tell us your name and account number;
- b. 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,
- c. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint or question in writing within ten (10) Business days after your verbal notification. We will tell you the results of our investigation within ten (10) Business days after we hear from you 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 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 account.

For errors regarding electronic transactions on new consumer accounts, we may take up to ninety (90) days to investigate your complaint or question. We may take up to twenty (20) Business days to credit a new account for the amount you think is in error. An account is considered new the first 30 days after the first deposit.

If it is determined there was no error, we will mail you a written explanation within three (3) Business days after the completion of our investigation. You may ask for copies of documents used in our investigation. The Bank may revoke any provisional credit provided to you if we find an error did not occur.

Consent to Electronic Disclosures:

You agree we may deliver amendments to this Agreement and any other future disclosures required by law to you in an electronic format. You agree to notify us immediately of any change in your e-mail address.

You may request paper copies of these disclosures by contacting us at 307-362-4455 or 1-877-362-2299.

Change in Terms:

We may change a term or condition of this Agreement by emailing or delivering to you a written notice at least twenty one (21) days before the effective date of any such change. We will not provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of our system or an account. However, even in these cases, if the change is to be permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement we send to you or we will post any required notice of the change in terms on the Bank's System website or forward it to you by email. If an advance notice is not required and disclosure does not jeopardize the security of an account or our system, we will notify you of the change in terms within thirty (30) days after the change becomes effective. Notices mailed to you under this paragraph will be considered effective if mailed to the most recent address we show for you in either our checking or savings account records, or e-mail address in which you agreed to receive such notices and/or disclosures. Your continued use of any or all of the services indicate acceptance of the change in terms.

Warranties and Limitations:

The Service and related documentation are provided with no warranty of any kind, whether expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

Notwithstanding our efforts to ensure that the service is secure, we cannot and do not warrant that all data transfers via the service will be free from monitoring or access by others. Except as specifically provided in this Agreement, you agree 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 under this Agreement or by reason of your use of or access to the system.

Termination:

We reserve the right to terminate the Services, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may, but are not obligated to, immediately discontinue making previously authorized transfers, including recurring transfer and other transfers that were previously authorized, but not yet made. We also reserve the right to temporarily suspend the Services in situations deemed inappropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your PIN or password as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

Security Procedures:

By accessing the Service, you hereby acknowledge that you will be entering a protected web site owned by the Bank, which may be used only for authorized purposes. The Bank may monitor and audit usage of the System and all persons are hereby notified that use of the Services constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.