First Interstate Bank

Built for you.

Terms and Conditions for Online Escrow Banking

The following Terms and Conditions shall create a legally enforceable agreement (the "Agreement") between you and First Interstate Bank to use First Interstate Bank Escrow Department Escrow Banking Services ("Escrow Banking Services"). Your use of the Escrow Banking Services is conditioned on your acceptance of the terms and conditions contained in this Agreement. You will be requested at the end of this Agreement to indicate your acceptance of these terms and conditions. By clicking on the "I AGREE" button, you accept and agree on behalf of yourself and the organization you represent to be bound by these terms and conditions, and you confirm that you have the authority to agree to be so bound and to bind your organization.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR DO NOT HAVE AUTHORITY TO SO AGREE, YOU MUST IMMEDIATELY LOG OFF THIS WEBSITE AND YOU WILL NOT BE PROVIDED ACCESS TO USE ESCROW BANKING SERVICES OR ANY OTHER PRODUCTS OR SERVICES.

Please print a copy of this Agreement for your records.

In these materials, "you" and "your" refer to the person(s) named in the enrollment form(s) used to obtain access to this site and any other person that you permit to access the site using your User ID and Password or PIN. The words "we", "us" and "our" refer to First Interstate Bank.

These General Terms are applicable to the First Interstate Bank Escrow Department web site.

All Escrow Banking Services of any kind whatsoever offered by First Interstate Bank Escrow Department will be referred to collectively as "Escrow Banking Services" in this Agreement. The term "business day" means all days except Saturday, Sunday and all banking holidays.

All Escrow Banking Services offered by First Interstate Bank are governed by this Agreement, as well as applicable Federal Regulatory disclosures. You agree to pay all telephone charges or fees incurred by you in accessing First Interstate Bank Escrow Department Escrow Banking Services. Escrow Banking Services requires you to have Internet access established.

By accessing the First Interstate Bank Escrow Department web site and/or web services:

1. You agree that your use of the Escrow Banking Services will confirm that you have reviewed and consented to this Agreement and applicable disclosures, any of which First Interstate Bank may amend from time to time.
2. You certify that you are authorized to use the PIN or Password to access Escrow Banking Services online. You understand that your Password or PIN must be safeguarded. You authorize First Interstate Bank and its agents to follow any instructions transmitted by use of said Password or PIN, and you agree to be bound thereby. If accessing a business or non-commercial account, you certify that you are authorized to use the PIN or Password. You agree that you will not, under any circumstances, disclose your PIN or Password to any person other than your employee or agent who is properly authorized to access and/or use your account. You acknowledge that no employee of First Interstate Bank needs or should ever ask for your PIN or Password.
   YOU HEREBY INDEMNITY AND RELEASE FIRST INTERSTATE BANK FROM ANY AND ALL LIABILITY AND AGREE NOT TO MAKE ANY CLAIM AGAINST FIRST INTERSTATE BANK OR BRING ANY ACTION AGAINST FIRST INTERSTATE BANK BASED ON, ARISING FROM, OR OTHERWISE RELATED TO ANY ACTION BY FIRST INTERSTATE BANK IN HONORING OR ALLOWING ANY ACTIONS OR TRANSACTIONS WHERE YOU HAVE PROVIDED THE PERSON PERFORMING THE ACTION OR TRANSACTION PERMISSION TO ACCESS AND/OR USE YOUR ACCOUNT OR WHEN YOU HAVE PROVIDED YOUR PIN OR PASSWORD TO THAT PERSON.
3. You agree to notify First Interstate Bank Escrow Department at once if you believe another person has improperly obtained your PIN/Password or has carried out unauthorized transactions. At any time, you may ask First Interstate Bank to disable your PIN or Password and issue a new one to you.
4. For multiple party accounts, each person on a multiple party account will be liable for all transactions that are made on that account. Each person on a multiple party account authorizes all transactions made by any other signer(s) on the account. Each owner on a multiple party account agrees to be liable for the actions of the other owner(s) on the account.
5. You may contact First Interstate Bank Escrow Department via e-mail for general, non-urgent communications with us. As regular e-mail is not secure, we caution against using e-mail for transmitting any sensitive personal information. As your identity cannot be confirmed, we

cannot act on any instructions received via regular e-mail.
Do not report a lost or stolen PIN/Password via e-mail.

6. Escrow Banking Services will generally be available online 24 hours per day, seven days a week, except for scheduled maintenance. Escrow Banking Services and our other products and services are not necessarily available everywhere, and may or may not be available to non-residents and non-citizens of the United States.
   IN NO EVENT SHALL FIRST INTERSTATE BANK BE LIABLE FOR ANY DAMAGES WHATSOEVER WHICH ARISE OUT OF OR RELATE TO:
   - YOUR USE OF OR ACCESS TO, OR YOUR INABILITY TO USE OR ACCESS, ESCROW BANKING SERVICES;
   - YOUR RELIANCE ON ANY INFORMATION PROVIDED ON FIRST INTERSTATE BANK"S WEBSITE: OR
   - ANY OTHER FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION OR DEFECT IN ANY ONLINE ESCROW BANKING SERVICES, AND/OR ANY DELAY IN TRANSMISSION OR LOSS OF DATA.
7. First Interstate Bank Escrow Department has the right to modify or terminate this agreement at any time. When making changes, First Interstate Bank Escrow Department will comply with all legal notice requirements. Once this agreement is terminated, First Interstate Bank Escrow Department will not allow access to Escrow Banking Services. If this Agreement is modified, your continued use of the First Interstate Bank Escrow Department web site will represent your acceptance of the changes.
8. In order to take advantage of Escrow Banking, you understand that you must have an accepted escrow agreement with the First Interstate Bank Escrow Department.
9. It is your responsibility to protect your system's security and to protect your system against viruses, worms, Trojan horses, and other items of a destructive nature. You agree to use reasonable care not to introduce any such items to our web site or any services offered through any First Interstate Bank web site.
   TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL ESCROW BANKING SERVICES AND OTHER SERVICES AND/OR PRODUCTS OFFERED BY FIRST INTERSTATE BANK ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, AND FIRST INTERSTATE BANK HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILTY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NONINFRINGEMENT.
10. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FIRST INTERSTATE BANK SHALL HAVE NO LIABILITY FOR DIRECT, SPECIAL, INCIDENTAL, INDIRECT,

CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF PROGRAMS OR DATA ON YOUR COMPUTER SYSTEM, REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBILITY THEREOF.

IF YOU ARE DISSATISFIED WITH ANY ASPECT OF OUR WEBSITE OR THE SERVICES AVAILABLE VIA OUR WEBSITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESS.

11. You may not transfer, assign or delegate your rights or duties under these terms and conditions. If you choose to use an aggregator (Such as Yodlee or uMonitor), you are authorizing them to act on your behalf in obtaining access to the Internet services offered through the First Interstate Bank Escrow Department web site.
12. This Agreement (and any modification hereof as provided herein) is the entire agreement between the parties concerning the subject matter hereof, and it supersedes any and all prior or contemporaneous communications, representations, proposals, agreements and understandings between the parties.
13. This Agreement shall be construed in accordance with and governed by the laws of the State of Montana, without regard to its choice of law rules. The exclusive venue for any action under this Agreement shall be in Yellowstone County, State of Montana, and you agree to accept the personal jurisdiction of such courts. In the event that any court of competent jurisdiction determines that any provision of this Agreement is unreasonable or unenforceable for any reason, it is the intention of the parties that said provision be enforced to the fullest extent permitted by law, that the Agreement shall thereby be reformed, and that in any event the remaining provisions of this Agreement shall remain in full force and effect.