First Access Online Internet Banking and FNB Bill Pay Agreement and Disclosure

This agreement states the terms and conditions that apply when you use First National Bank's First Access Online Internet Banking service. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this agreement.

"You" and "your" mean each person who establishes an Online Banking Customer Account with us or who uses or is authorized to use an Online Banking Identification Number ("ID") and password or other means of access we establish or approve. The term “Online Banking” means our First Access Online Internet Banking and FNB Bill Pay services that you access over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

ONLINE BANKING ID AND PASSWORD

To access our Online Banking service, you must use the User ID and password we establish for your Online Banking Account. You will be required to change your temporary User ID and password to a personalized User ID and password the first time you log into the system. You will also be required to complete the enrollment for dual authentication before you can gain access to your accounts. User IDs, passwords, authentication pictures and phrases, and security question answers are confidential and should not be disclosed to third parties. It is your responsibility to safeguard your User ID, password, authentication picture and phrase, and security question answers. Anyone to whom you give your Online Banking ID and password or other means of access will have full access to your accounts even if you attempt to limit that person's authority.

ONLINE ACCOUNT OWNER INFORMATION

You must be an owner of the account(s) to enroll for Online Banking. You may not make any transfers from any account that requires more than one signature for withdrawal. All open accounts in which you have direct ownership will be activated for your Online Banking account.

TYPES OF ONLINE BANKING TRANSACTIONS

You may use the First Access Online Internet Banking service to perform the following functions:

* Transfer funds between eligible accounts
* Obtain balance information on eligible accounts
* Review transactions on eligible accounts
* Make loan payments
* Export transaction history in .csv, .ofc, .ofx, .dat, .tsv and .qif file formats
* View images of items
* Access bill pay services to make payments from your checking account to authorized payees

LIMITS ON FREQUENCY AND AMOUNTS OF ONLINE BANKING TRANSACTIONS

You must have enough money or credit in any account from which you instruct us to make a payment or transfer. If any of your qualifying accounts are savings accounts (including Money Market accounts), you may make only six (6) transfers from each of these accounts each four (4) week or similar period, if by preauthorized or automatic transfer; or telephone (including data transmission) agreement, order or instruction; or check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. You also agree to the terms and conditions of your Deposit Account Agreement that you received when you opened your deposit account.

OUR LIABILITY FOR FAILURE TO COMPLETE PAYMENTS OR TRANSFERS

If we do not complete a payment or transfer on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. For payments, we will be liable for any payee-imposed late fees up to $50.00. However, there are exceptions. We will NOT be liable for instance:

* If, through no fault of ours, you do not have enough available money in your account to make the payment or transfer
* If the money in your account is subject to legal process or other claim restricting payment or transfer.
* If the payment or transfer would exceed the credit limit on your overdraft line.
* If the terminal or system was not working properly and you knew about the breakdown when you started the payment or transfer.
* If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
* If you provided us with information that is incorrect, incomplete or out dated, or if you do not properly follow our instructions, or fail to correct or tell us about any inaccuracy of which you are aware.
* If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.
* If your account is closed, or has been frozen.
* If you, or anyone authorized by you, commits any fraud or violates any law, regulation, or this agreement.
* If you do not instruct us soon enough for your payment or transfer to be received and credited by the time it is due.
* If the payee was a prohibited or discouraged payee.
* There may be other exceptions stated in our agreement with you.

First National Bank is not responsible for delays caused by the United States Postal Service or delays by the payee in crediting your account. We reserve the right to require proof of payment of any late fee prior to reimbursing the fee.

YOUR LIABILITY AND INDEMNITY

You warrant that you will perform your obligations under this Agreement consistent with all applicable bank rules and regulations and that all information that you provide us is accurate, timely, and has been authorized by you and in the event that you breach any of the foregoing warranties, you agree to indemnify First National Bank against any loss, liability, or expense. You agree to hold First National Bank harmless for any and all acts of any employees or persons who you grant access to or who gain access to your Online Banking account. You consent, by execution of this Agreement, to disclosure of your customer information to those that gain access to your accounts.

LIMIT OF OUR LIABILITY

We make no warranty of any kind, expressed or implied, including any implied warranty or merchantability or fitness for a particular purpose, in connection with the First National Bank Online Banking Services provided to you under this Agreement. We do not and cannot warrant that First National Bank Online Services will operate without errors, or that all Services will be available and operational at all times. We are not responsible for any indirect, special, incidental or consequential damages arising in any way out of your use of the First National Bank Online Banking Services provided under this Agreement.

SECURITY PROCEDURES

By accessing the First National Bank Online Banking, you hereby acknowledge that you will be entering a protected web site owned by First National Bank, which may be used only for authorized purposes. First National 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 prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

BUSINESS DAYS

Our Online Banking service is generally available 24 hours a day, 7 days a week except every Wednesday from 3:30-5:30 a.m. CST when the site may be down for weekly backups and any program updates. We only process transactions and update information on business days. Our business days are Monday through Friday. Federal holidays are not included. Transfers made after 4:00 pm CST and bill payments made after 3:00 pm CST will be processed on the next business day.

STATEMENTS

Your Online Banking payments and transfers will be indicated on the monthly or quarterly account statements we provide. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement or statement information.

FEES AND CHARGES FOR ONLINE SERVICE

You agree to be charged for any applicable Online Banking fees listed below. We reserve the right to change our fee schedule from time to time and your account will be charged in accordance with the new fee schedule after giving you proper notification. If bill payment fees are incurred a monthly bill will be sent to your bill payment inbox detailing the fees. The fees will be automatically withdrawn from your FNB Bill Pay funding account on the date listed on the bill.

Personal Bill Pay Service Fee	no charge
Business Bill Pay Service Fee	$0.50 per item over 10 items per month
Bill Payment Returned Item Charge (NSF charge)	$25.00 per item in addition to standard overdraft charge
Stop Payment Fee	$25.00 per item
Expedited Overnight Check Fee	$16.00 per item
Expedited Electronic Fee	$3.99 per item
Bill Pay CD Fee	$19.99 per CD

LIABILITY FOR UNAUTHORIZED TRANSFERS

Tell us AT ONCE if you believe your Online Banking password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than $50.00 if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove that we could have stopped someone from using your password without your permission if you had told us, you could lose as much as $500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods. If you believe that your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (701)427-5212 or write us at First National Bank, PO Box 129, 414 Main Street, Milnor, ND 58060-0129.

ELECTRONIC MAIL

Sending E-mail through First National Bank's Online Banking Service is a way to communicate with the bank. Online Banking has provided E-mail capabilities for you to ask questions about your account(s) or to provide us comments on our banking service. This E-mail capability is only accessible after you sign on with your password to a secure session with Online Banking. Despite our best efforts, messages sent by E-mail may not be immediately received by the appropriate department of First National Bank therefore please do not use E-mail to send us communications which contain confidential information, which we require in writing or which need our immediate attention. An Internet record that an E-mail has been "sent" or "received" is not verification that the E-mail has been received by First National Bank. You cannot use E-mail to initiate transactions on your account(s).

FNB BILL PAY

FNB Bill Pay gives you the ability to authorize payment of your bills from an approved First National Bank checking account. It also gives you the ability to view eBills, manage payees, make multiple payments from a single page, generate comprehensive reports and download transactions in .qif or .csv file formats.

FUNDING ACCOUNT

The FNB Bill Pay funding account must be a First National Bank checking account. The funding account may not have been overdrawn in the past three months. Any checking account that requires two or more signatures for withdrawals can not be used as a funding account. Overdrawing the funding account may result in the termination of FNB Bill Pay services without prior notification and the canceling of all scheduled payments.

PAYMENTS AND PAYEES

You may schedule current payments, future payments and reoccurring payments. **<u>All payments must be scheduled at least five full business days in advance of your bill due date.</u>** We only process payments on business days. FNB Bill Pay cutoff time is 3 p.m. CST. All payments made after 3 p.m. CST will be processed on the next business day. All current, future and reoccurring payments, may be edited or deleted until 3 p.m. CST the day of the scheduled payment date. When FNB Bill Pay receives payment instructions, payments will be remitted on your behalf and funds will be withdrawn from your funding account by ACH (Automated Clearing House). The daily payment maximum is $9,999.99. The daily payment maximum may be lower on accounts open less than one year. The bank reserves the right to limit the frequency and dollar amount of transactions from your account(s) for security reasons.

You may pay any merchant or individual with a valid United States address and ZIP code with the following restrictions:

(1) The following payments are prohibited and may not be scheduled under any circumstances:

a) payments to payees outside of the United States

b) payments to any individual or entity on the Specialty Designated Nationals List as published by the Office of Foreign Assets Control

(2) The following payments are discouraged but may be scheduled at your own risk:

a) payments to government entities

b) court-ordered payments

c) payments to insurance companies

We will not notify you if you attempt to make a prohibited or discouraged payment and we will not be liable if we do not make a prohibited or discouraged payment that you've scheduled. Under no circumstances will we be liable for any claims or damages resulting from your scheduling of prohibited or discouraged payment. The service guarantee does not apply to prohibited or discouraged payments. We have no obligation to research or resolve any claim resulting from your scheduling of prohibited or discouraged payments.

If there are insufficient funds in your funding account to make the payments you have authorized, we may either refuse to make the payment or we may make the payment and thereby overdraw the funding account. In either event, you are responsible for any overdraft charges we may impose, as stated in the Deposit Agreements as well as any bill payment non-sufficient fund charges. If your payment request is refused due to non-sufficient funds, no additional payments will be initiated from Bill Pay until your funding account is properly funded and the dishonored item(s) have been cleared. The bill pay service may remain blocked for 5 days after resolution. You must reschedule cancelled payments with the exception of future automatic payments. You are responsible for any loss or penalty that may occur due to insufficient funds or other conditions that may prevent the withdrawal of funds from your account.

Bill summary and transactional information is available for 24 months online. Most bill images are maintained online for 24 months from the date the bill is posted online. Bill Pay CDs may be ordered that contain your bill images and payment history. Bill Pay CDs may be ordered monthly, quarterly or yearly.

STOP PAYMENTS

Our ability to process a stop payment request on a bill pay item will depend on the payment method and whether or not a check has cleared. If the payment is made electronically, you may not put a stop payment on the payment. If the payment is made by check and the check has not yet cleared, it may be possible to stop payment if we have reasonable opportunity to act.

OTHER GENERAL TERMS

The first time you, or someone authorized by you, access First National Bank's Online Banking you are confirming your agreement to be bound by all the terms and conditions of this First Access Online Internet Banking and FNB Bill Pay Agreement and Disclosure Statement and all related Account Agreements and Disclosures.

You may terminate your Online Banking services at any time upon giving First National Bank written notice of the termination. If you terminate, you authorize us to continue making transfers and bill payments you have previously authorized until we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers or payments from your Online Banking Account. We reserve the right to terminate your Online Banking services at our discretion. Bill Pay services may be terminated if no payments are made for a period of ninety days or greater. If we terminate your use of your Online Banking services, we reserve the right to make no further transfers or payments from your account including any transactions you have previously authorized.

AMENDMENTS
This First Access Online Internet Banking and FNB Bill Pay Agreement and Disclosure may be amended in the future and you agree to be bound by any changes established by First National Bank.

FIRST NATIONAL BANK

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