

Brighton Bank Basic Business and Consumer Internet Banking Agreement & Disclosure

Effective Date: 10.18.2022

Internet Banking Department:

(801) 487-5909

7101 South Highland Drive Salt Lake City, UT 84121

1. Scope of this Agreement

This agreement between you and Brighton Bank, 7101 South Highland Drive, Salt Lake City, UT 84121 governs use of our Internet Banking and related services.

2. Accepting the Agreement

After you have carefully read this agreement in its entirety and the linked Privacy Notice, you will be asked to accept the terms and conditions of this agreement.

WHEN YOU CLICK ON THE "I AGREE" BUTTON BELOW, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS

AGREEMENT. ALSO, BY ACCEPTING THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED USER ACTING WITH FULL AUTHORITY AND THAT YOU ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE CANCEL BUTTON.

You should print and/or save a copy of this agreement for your records. Future updates will be sent electronically as further described in below in Section 4.

If you need a paper copy of this agreement, please contact our Internet Banking Customer Service Department. Our contact information is listed at the top of this agreement. You can obtain a paper copy of this agreement at any time.

3. Prerequisites for Enrolling in the Internet Banking Service

In order to enroll in the Internet Banking Service:

- You must have an eligible account with Brighton Bank.
- Your account with us must be in good standing.
- Minors, 14 to 17 years of age may apply with the written consent of a legal guardian.
- If you enroll for our bill payment services, you must also be a resident of the United States or its territories.

Hardware and Software Equipment Requirements:

- You must have a computer and Internet browser that will support 128-bit encryption.
- We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Internet Banking Service.
- Some features of the Internet Banking Services may not be supported with older browsers.

You will need Internet access through an internet service provider (ISP).

- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need an external email address for the delivery of electronic notices and disclosures.
- You must maintain fully updated anti-virus protection on your computer at all times.

Prior to enrolling in the Internet Banking Service and accepting the electronic version of this agreement, you should verify that you have the required hardware and software necessary to access the Internet Banking Service and to retain a copy of this agreement.

If we revise hardware and software requirements, and if a material chance exists, that impacts your ability to access the Internet Banking Service, we will give you advance notice of these changes and provide you an opportunity to cancel the service and/or change your method of receiving electronic disclosures (i.e. change to paper format vs. an electronic format) without the imposition of any fees.

4. Electronic Disclosures

We may deliver amendments to this agreement and other disclosures to you in an electronic format. Other disclosures may include:

- Monthly account statements,
- Deposit account disclosures,
- Notices regarding changes in account terms and fees,
- Privacy notices

The equipment necessary for accessing these types of disclosures electronically is described above in Section 3.

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER INTERNET BANKING RELATED DISCLOSURES IN AN ELECTRONIC FORMAT. YOU ALSO AGREE AND REPRESENT THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE INTERNET BANKING SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

If you consent to receive electronic disclosures and later change your mind, you may withdraw your consent and change to paper delivery format. You can notify us of your intent to cancel electronic disclosures by:

- Sending us a letter to 7101 South Highland Drive, Salt Lake City, UT 84121
- Sending us a secure message through the Internet Banking Service, or
- By contacting us at this phone number: (801) 467-3009

If you send us a secure message through the Internet Banking Service or write us a letter, please be sure to identify yourself and the applicable accounts.

As part of the enrollment process, we may ask if you want to receive electronic only versions of your account statements (e-statements). If you enroll for e-statements and then later decide that you want to receive paper statements, you can “opt-out” of electronic delivery on the “Statements” page within the Internet Banking Service. After you opt-out request is processed, you will begin receiving paper copies of account statements and additional charges may apply.

If you enroll for e-statements and then later close your accounts with Brighton Bank, your access to the Internet Banking Service(s) will also be terminated. You may request paper copies of historical statements at the address listed above.

If you enroll for e-statements and then close an account with Brighton Bank, you will be given access to view the history up to the end of the year the account was closed. Thereafter, you may request paper copies of historical statements at the address listed above. Copy fees may apply.

You should print or save a copy of all disclosures delivered electronically. Internet banking customers may request paper copies of disclosures such as this Internet Banking agreement free of charge.

5. Definitions

Access ID: means an Access Identification Code used to access the Internet Banking Service

ACH Origination: refers to the creation of debit and credit entries to facilitate the transfer or placement of funds in another institution through the Automated Clearing House (ACH) network. The ACH network is a funds transfer system governed by the National Automated Clearing House Association (NACHA).

Agreement: refers to these terms and conditions of the Internet Banking Service.

Authorized User: is any individual, agent, or sub-user whom you allow to use the Internet Banking Service, your passcode or other means to access your online accounts.

Billing Account: is the checking account from which all Internet Banking and bill payment related fees will be automatically debited.

Bill Inbox: refers to the list of the bills that you must approve before we will send a payment and any notices from your payees.

Business Day: is any calendar day other than Saturday, Sunday, or any holiday recognized by the Federal Reserve Bank. Bill payments are processed on all business days that both the Federal Reserve Bank and the US Postal System are open and operating for business.

Business Customer: refers to anyone other than a Consumer who owns or holds an eligible account at Brighton Bank that is used primarily for business purposes.

Business Day Cutoff: refers to the cut-off time for posting purposes. Our primary banking offices are located in the state of Utah and our business day is based on the Mountain Standard Time zone. For posting purposes, we will process online banking transactions completed by 3:30 PM Mountain Standard Time on the same business day. Transactions completed after 3:30 PM Mountain Standard Time, including transfers, may be processed on the following business day. Bill payment cut-off times may differ and are further detailed within this agreement.

Consumer: refers to a natural person who owns or holds an account at Brighton Bank that is used primarily for personal, family or household purposes.

Due Date: the consumer defines the date the payment is due; typically, this is the date reflected on your payee's statement for which the bill payment is due.

E-bills: refers to any bill that you receive in your bill inbox. If you enroll for E-bills, you may receive one of the following types of electronic bills or statements:

- The first type is an electronic bill that we receive from one of your payees and which we redirect to you.
- The second type is a bill we retrieve from your payee's website and present to you electronically.

Eligible Accounts: refer to accounts eligible for access through the Internet Banking Service. You may request online access to any account that you own at Brighton Bank or to any account at Brighton Bank upon which you are an authorized signer. If you or your authorized users desire features of the Internet Banking Service that allow you to initiate bill payments, transfers, ACH transactions, or otherwise remove funds from an eligible account, you must have the required withdrawal authority over the relevant eligible account(s). Only checking accounts may be eligible for bill payment privileges. We may make additional accounts available for bill payment services from time-to-time as allowed by law or our bill payment Service Provider. When using the Internet Banking Service, you agree to keep sufficient balances in your eligible account(s) to cover all transactions requested by any Authorized User and to cover any applicable fee(s) related to the Internet Banking Service.

Focus Customer: individual who initially enrolls on behalf of the company. The focus customer is an individual who has been given the authority to establish and manage sub-user access to the Internet Banking Service by all associated signers. The focus customer is considered to have full authority to act on behalf of the business customer and any other authorized signers. A focus customer can designate and remove sub-users and may assign certain administrative rights to a sub-user.

Funding Account: is the checking account from which bill payments will be debited. You must be a legal owner of any funding account registered for the Bill Pay Service.

Payment Due Date: refers to the date by which the payee requires payment from the customer.

Passcode: means your password, that is known solely by you and not by us or our Service Providers that you use to access the Internet Banking Service.

Payee: A payee is the person or entity to which you wish a bill payment to be directed or the person, company or organization from which you receive electronic bills as the case may be.

Service Provider: includes any agent, licensor, independent contractor or subcontractor that Brighton Bank may involve in the provision of Internet banking, bill payments and/or E-Bill services.

Sub-User: means an authorized user who has been assigned access to an eligible account by a sub-user administrator. Sub-users may be granted full or limited access to originate online transfers such as ACH transactions and/or wire transfers.

Sub-User Administrator: refers to an administrative user available only to business customers. A Sub-User Administrator may administer and assign access rights to sub-users.

You and Your: refers to the person(s) subscribing to or using the Internet Banking Service, owner of the eligible accounts, focus customer, sub-user administrator, as well as, any authorized users that such person allows.

We, Us, or Our: As used within this agreement, refer to Brighton Bank and any agent, independent contractor, Service Provider, sub-contractor, licensor, designee, or assignee that Brighton Bank may involve in the provision of the Internet Banking Service.

6. Basic Internet Banking Features

The basic features currently available through the Internet Banking Service include:

- Up to 24 months of complete internet transactional detail and history
- Account inquiries for balances, rates, etc.
- Copies of monthly account statements
- Transfers between your eligible accounts at Brighton Bank
- Transfers to other financial institution's accounts (external transfers)
- Secure e-mails through the Internet Banking Service's messaging system
- View loan and/or credit card balances
- Payments to loans at Brighton Bank
- Online check reorders
- Transaction downloads
- Personal Finance - categorized transactions and set budget reminders
- Synchronization to accounts at other financial institutions (External Accounts)

You can use the Internet Banking Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. Access to the Internet Banking Service may be slower at times due to high internet traffic or other factors beyond our control.

7. Secure Emails and Other User Services Check Reorders, Order Documents, Secure E-Mail & Secure File Delivery Services

You may use the secure mail or messaging features of the Internet Banking Service to request documents. The secure messaging feature may also be used for secure file delivery to this Institution. Generally, requests received through the secure e-mail feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact our Internet Banking Department.

Within the Internet Banking Product, we offer a direct link for check reorders. This link will securely submit your reorder request directly to the check printer.

There may be additional fees associated with some of these services, such as, when you reorder checks through the Internet Banking Service or request additional features. Fees will be disclosed in our fee schedule and/or at the time of your request.

8. Business Banking Features

We have additional cash management and business banking features designed specifically for our business customers which include:

- ACH Credit and Debit Origination
- NACHA File Imports
- Secure File Transfers
- Wire Transfer Requests
- Positive Pay
- Balance Reporting
- Sub-User Administration
- Business Bill Pay and Electronic Bill Delivery

Some of these business banking features are subject to additional fees and terms and conditions. We may add or remove certain features and/or functionality from time-to-time.

Business customers may enroll for the Basic Internet Banking Service online or in person at any of our offices. Business account owners, authorized signatories, and/or a designated focus customer may submit an enrollment application for a business.

Business customers interested in the additional cash management features should contact us for additional information or send us a secure message through the Internet Banking Secure Message System.

9. Linked Accounts

When you first enroll for the Internet Banking service, we will link all of your designated eligible accounts to one access ID. If you want to limit the accounts linked or the privileges assigned to an account, please contact us at (801) 487-5909 or send us a secure email message through the Internet Banking Secure Message System.

With the exception of sole proprietors, business customers may link personal consumer accounts to the Internet Banking Service. In some circumstances we may permit business customers to link the accounts of other businesses owned or controlled by the business owner.

10. Signature Requirements

When any online transfer, ACH or other payment request is initiated through the Internet Banking Service for your benefit, you agree that we may debit the designated eligible accounts without requiring your signature on the item and without any notice to you.

If your account(s) require two signatures for withdrawal, we may only grant view privileges to your accounts through the Internet Banking Service. You may request to waive the two-signature requirement upon approval from a bank manager, authorizing funds transfer and bill payment transactions to occur through online banking.

Business Customer Authorized Users that may be assigned payment or transactional capabilities through the Internet Banking Service should be authorized by the business customer to make or approve electronic transfers, even though that person's authority to make transfers by other means may still require dual signatures.

If Authorized Users are not authorized persons on the signature card for each linked account, the business customer account owner(s) has the obligation to inform the bank of the new individual or individuals with such authority. Such notice must be given to Brighton Bank by calling us at (801) 467-3009. You may also write us at:

7101 South Highland Drive
Salt Lake City, UT 84121

11. Fees

Basic Internet Banking Service (view balances and account transfers): No charge

Bill Pay: No charge

You are responsible for any and all fees assessed by your Internet service provider, telephone or mobile device carrier. Any applicable fees will be charged regardless of whether the Internet Banking Service was used during the billing cycle.

You agree to pay all such charges and authorize us to deduct the charges from your eligible account and any additional charges that may be incurred by you.

Any fees associated with your standard deposit account(s), as described in our fee schedule will continue to apply.

Business Internet Banking: Additional charges may apply to Business Internet Banking features. Please contact any of our branches for additional information.

12. Enrollment Process

You must complete the enrollment process to use the Internet Banking Service. You can enroll for the Internet Banking Service online or in any of our offices.

The Internet enrollment process involves completing a secure online application that we will use to verify your identity. You will also, choose your access ID and passcode during the enrollment process. Your passcode will only be known to yourself and to those whom you disclose the passcode to. Brighton Bank and our service providers will not have access to your passcode. For security purposes, you should not use your account number or social security number as your access ID.

When you enroll for the Internet Banking Service, you agree to provide true and accurate enrollment information. Our Internet Banking Department will verify the information you submit for accuracy and proper authorizations. After verification of your information, you will be notified by email when you can begin using the Service.

You can also print the enrollment form, accessible on our website and either fax or mail it to us at the address listed at the beginning of this agreement.

You may request access to our Bill Pay Service during the enrollment process or any time after your initial enrollment by requesting the service through Online Banking or by contacting any of our branches.

Upon enrollment, you will be asked to select one or more security questions and answers. These questions are required as part of our enhanced security measures and may be used as a method of validating your identity. You may be required to correctly answer your security questions in order to gain access to the Internet Banking Service.

Once you are enrolled in the Internet Banking Service, there is no additional enrollment process to utilize a mobile device. However, additional authentication may be required.

13. Email or Funding Account Changes

When you enroll in the Internet Banking Service, we will send you a "Welcome" email. We will also send you secure messages, through the Internet Banking Service, regarding important Internet Banking and bill payment matters and/or changes to this agreement. You must provide us your current e-mail address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made within Internet Banking or by contacting any of our branches. Any changes to your eligible account(s), funding account(s), or billing account(s) should also be made in accordance with these procedures. We are not responsible for any bill payment processing errors or fees incurred, if you did not provide accurate and updated account or contact information.

After you enroll, the Internet Banking Service will allow you to establish email alert notifications to keep you apprised of activity within your account(s).

From time-to-time, we may also send emails marketing various features of the Internet Banking Service; however, Brighton Bank will NEVER ask you to provide any personal or account information in response to an email.

14. Account Balances

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected within the Internet Banking Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cut-off time (3:30 PM Mountain Standard Time) to be effective the same business day.

The balances within the Internet Banking Service are updated periodically and will display the most current "as of" date on the "accounts summary page". There may be situations that cause a delay in an update of your balances. In these situations, the Internet Banking Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

15. Canceling or Changing Transfers

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us for processing. However, you can edit or change a transfer that is still "pending".

In order to cancel or change a pending transfer that has not been submitted to us for processing, use the following procedures:

1. Log in and make edits to the appropriate transaction.
2. Edits must be made before 3:30 PM Mountain Standard Time for transactions to be processed the same business day.
3. You may edit a pre-scheduled (future dated/automatic) transaction any time before 3:30 PM Mountain Standard Time on the business day before the scheduled transfer or payment date.
4. For transfers, you can change the transfer amount to \$0.00, or
5. If you accidentally transfer funds, you can schedule another transfer to move funds back to the original account.

If you need to edit a pending transaction after-cut-off time, please contact us immediately; although in these situations, we may not have sufficient time to stop transactions from further processing. Separate agreements detail the required time-frames for submitting and making changes to ACH transactions, and wire transfer requests.

16. Transaction Limitations

You may use the Internet Banking Service to check the balance of your eligible account(s) and to transfer funds among your eligible accounts at Brighton Bank. You must have sufficient funds in your account(s) to cover the amount of any transaction (internal/external account transfer, ACH, and/or bill payment) on the effective date of the transaction or the request may not be processed. NSF and/or overdraft charges may be incurred if transactions exceed your account balance.

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as, Money Market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized (automatic) electronic funds transfers (EFTs), during a given monthly statement period. Online account transfers and bill payments are counted toward the six permitted monthly transfers. Please refer to your original account agreement for excessive activity fees that may apply. Federal regulations currently place no limits on the number of transfers or bill payments from your checking accounts, therefore Brighton Bank currently limits bill payment services to checking accounts only.

17. Bill Payment Service

A) Set-Up Payees

It is easy to pay bills online. Simply set up your payees by choosing from the database of vendors that already exist, or by entering necessary information to setup a new payee. We maintain a large vendor database of regional and national payees to make this process quicker and easier. We can only process payments to payees that have a valid US Postal address.

B) Bill Payment Transaction Limits

Our bill payment Service Provider limits daily bill payments to a single Payee to \$50,000.00 and all bill payment transactions for a single day to \$500,000.00. Otherwise, there is no limit to whom you pay or how many payees you may establish. We reserve the right to refuse to pay any payee, to whom you may direct a payment. Our Service Provider may, but is not obligated to, notify you if it decides to refuse to pay a payee designated by you.

C) Payment Methods

Payments that you make through the Internet Banking Service are processed either electronically or by check.

Our bill payment Service Provider reserves the right to select the method in which funds will be remitted on your behalf to the payee.

Payment processing for electronic payments typically begins at least two (2) business days prior to the due date. Payment processing for check remittance usually begins at least four (4) business days prior to the due date.

D) Scheduling Payments

When scheduling a bill payment, the earliest possible payment date for each payee will be displayed as the deliver by date within the Service. This deliver by date is not a guarantee, rather an estimate. You should schedule bill payments in sufficient time, *ALLOWING 7-10 DAYS FOR THE POSTAL SERVICE* to deliver the payment by the due date on your payee's statement.

The system will not allow you to schedule a bill payment on a non-business day. After the payment has been scheduled, the Bill Payment Service Provider begins processing the payment so that it will arrive on the scheduled due date.

For recurring payments, if the due date for one of the payments falls on a non-business day, the system will automatically adjust the due date for that specific payment to the previous business day. If an end-date is not entered for automatic payments, the system will default to "unlimited".

Scheduled electronic bill payments will be charged to your account on the due date that you have selected for the payment. Payments processed by check, will debit your funding account when the payee deposits or cashes the check and the payment is processed.

Our system assumes the payee will promptly process the payment on the business day it is received. Any delays caused by the payee could result in additional days before the payment would reflect on their records.

The bill payment features of the Internet Banking Service will allow you to see a history of all the payments made from your accounts for up to 24 months.

E) Bill Payment Guarantee

We will reimburse you up to \$50 per payment for any late payment fees or penalties you are charged as a result of the payee/vendor not receiving a payment by the due date if all of the following apply:

1. If you scheduled the payment to be sent at least 5-business days prior to the due date. This applies regardless of whether the payment is sent electronically or by check.
2. If correct information was provided to us about the payee (name, address, account number and amount).
3. If your account had sufficient funds to complete the payment or transfer on the scheduled payment date.
4. If the payee is a business.
5. If the payee assessed late payment fees or penalties due to the delay of this payment.
6. If you did not receive notice from us, our Service Provider(s), or the payee at least ten (10) calendar days prior to your scheduled payment that would have alerted you to a problem processing payments through our Internet Banking Service.

In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transaction and we will not be liable for any incidental, exemplary, punitive or consequential damages.

F) Prohibited Payments

Payments to payees outside of the United States are prohibited and may not be issued under any circumstances. Also, payments to Internet gambling sites are prohibited through the Internet Banking Service.

Tax payments to state, federal, or local tax agencies, court ordered payments and payments to insurance companies may be scheduled through the Internet Banking Service; however, such payments are discouraged and are scheduled at your own risk. In no event, shall Brighton Bank or its Service Provider(s) be liable for any claims or damages resulting from you scheduling these types of payments. The bill payment service guarantee, as it applies to any late payment related charges, is void for these types of payments if scheduled and/or processed through the Internet Banking Service.

We reserve the right to refuse to pay any payee, to whom you may direct a payment. We will notify you if we decide to refuse to pay a payee designated by you; however, this notification is not required if you attempt to make a prohibited payment under this agreement.

G) Payment Cancellation and Stop Payment Requests

You can choose to cancel or edit a scheduled payment up until the time that payment processing begins. There is no charge for canceling or editing a scheduled payment. However, once the payment has begun processing, it cannot be cancelled or edited, therefore a stop payment request must be submitted, as described within this agreement.

The ability of Brighton Bank and its Service Provider to process a stop payment request on a bill payment, in which, processing has begun will depend on the payment method and whether the payment has already cleared. We cannot stop an electronic payment from processing.

If you need to place a stop payment request on a bill payment, please contact us immediately at (801) 487-5909. We must be notified in time to process your request. If the payment is already in processes, we may not have sufficient time to complete your request. We will make every effort to accommodate your request, however we have no liability for failing to do so, unless the request is subject to the provisions contained in your depository account agreement or applicable law as it pertains to pre-authorized electronic funds transfers.

We may also require you to present your stop payment request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule.

H) Payment Authorization and Payment Remittance

By providing the service with names and account information of payees to whom you wish to direct payments, you authorize us to follow the payment instructions received through the Internet Banking Service. In order to process payments more efficiently and effectively, our Service Provider may edit or alter payment data or data formats in accordance with payee directives.

When you schedule a payment through the service, you are authorizing our bill payment Service Provider to debit your funding account and remit funds on your behalf, so that the funds arrive as close as reasonably possible to the due date designated by you. You also authorize our bill payment Service Provider to credit your funding account for payments returned to us by the United States Postal Service or payee. We may also credit your funding account when payments are remitted to you on behalf of another Authorized User of the service.

I) Returned Payments

In using the Service, you understand that payees and/or the United States Postal Service may return bill payments to our Service Provider for various reasons, such as but not limited to, payee's forwarding address expired; payee account number is not valid; payee is unable to locate account; or payee account is paid in full. In these situations, our bill payment Service Provider will perform a reasonable research and correct the returned payment or the Service Provider will void the payment and credit your payment account.

J) Failed Transactions

In using the service, you are requesting us to make payments for you from your funding account. If we are unable to complete the transaction for any reason associated with your funding account (for example, if there are insufficient funds in your funding account to cover the transaction), the transaction will not be completed. In some instances, you may also receive a return notice.

K) Bill Payment Information Authorization

Requests for bill payment privileges may not be fulfilled if Brighton Bank and/or its Service Provider(s) cannot verify your identity and withdrawal authority over the specified accounts. In addition, you agree that Brighton Bank and its Service Provider(s) reserve the right to obtain financial information regarding your account from a payee or from Brighton Bank when necessary to resolve payment posting problems or for verification purposes.

18. Electronic Bill Delivery (E-Bills)

This feature is for the presentment of E-Bills only and it is your sole responsibility to contact your payees directly if you do not receive your statements. If you elect to activate one of the E-Bill options, you also agree to the following:

A) Activation

Upon activation of the E-Bill feature, our Service Provider may notify the payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from payee to payee and may take up to sixty (60) days, depending on the billing cycle of each payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the payee. While your E-Bill feature is being activated, it is your responsibility to keep your accounts current. Each Payee reserves the right to accept or deny your request to receive electronic bills.

B) Information Provided to the Payee

We are unable to update or change your personal or business information, such as but not limited to, name, address, phone numbers and e-mail addresses with the payee. Any changes will need to be made by you; by contacting the payee directly. Additionally, it is your responsibility to maintain all usernames and passcodes for all payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill.

Our Service Provider may, at the request of the payee, provide to the payee your e-mail address, system address, or other data specifically requested by the payee at the time of activating E-Bills, for purposes of the payee informing you about service and/or bill information.

C) Notification of Bill Delivery

Our bill payment Service Provider will use its best efforts to present all of your E-Bills promptly. In addition to notification within the system, our Service Provider may send an e-mail notification to the e-mail address listed on your account. It is your sole responsibility to ensure that this email address information is accurate. In the event you do not receive notification of a bill, it is your responsibility to periodically login to the Internet Banking Service and check on the delivery status of new E-Bills. The time for notification may vary from payee to payee. You are responsible for ensuring timely payment of all bills.

D) Cancellation of E-Bills

The payee reserves the right to cancel the presentment of E-Bills at any time. You may also cancel E-Bills at any time. The timeframe for cancellation of your E-Bills may vary from payee to payee. It may take up to sixty (60) days, depending on the billing cycle of each payee. Our bill payment Service Provider will notify your payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any E-Bills that are already in process at the time of cancellation.

E) Non-Delivery of E-Bills

You agree to hold harmless, Brighton Bank and its Service Providers should the payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the payee directly.

F) Accuracy and Dispute of Electronic Bill

Neither Brighton Bank nor its Service Providers are responsible for the accuracy of your E-Bill(s). Brighton Bank and its Service Providers are only responsible for presenting the information received from the payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the payee directly.

This agreement does not alter your liability or obligations that currently exist between you and your payees.

19. External Transfers

Consumer and Business customers understand this agreement supplements your Regulation E Disclosure and Online Consumer or Business Banking Service Agreement with Brighton Bank. You may request an additional copy of the Regulation E Disclosure at anyone of our branch locations.

Your use of the External Transfer service will be additional evidence of your agreement to these terms and confirmation of your representation and warranty.

A) Definitions

External Accounts: accounts held by financial institutions other than Brighton Bank are referred to within this Agreement as "External Accounts."

External Transfer: refers to the transfer of funds between your deposit accounts at Brighton Bank and accounts held at other financial institutions (External Accounts).

Inbound Transfer: refers to a transfer of funds "to" your deposit account(s) at Brighton Bank from an External Account.

Outbound Transfer: refers to the transfer of funds "from" your deposit account(s) at Brighton Bank to an External Account.

Next-Day Transfers: funds are debited and credited within 1-2 business days after you initiate the External Transfer request.

Four-Business-Day Transfers: funds are debited the business day you initiate the External Transfer request, and credited on or before the fourth (4th) business day after you initiate the transfer.

Cut-Off Time: the cut-off time for scheduling External Transfers is 3:30 PM Mountain Time. Any External Transfer request made after the cut-off time will be initiated the next business day.

B) Enrollment and Approval

You may enroll for the External Transfer feature within your Online Banking Service. As part of the enrollment process, you will need to request approval for each External Account that you wish to use for the External Transfer service. You agree that you will only attempt to register accounts for which you have the authority to transfer funds. Before we allow you to transfer, a micro-deposit will be transferred to each account you request approval for in accordance with the National Automated Clearing House Association (NACHA) rules for account verification. You authorize a micro-deposit to be transferred to each account requested.

After a period of 5 calendar days have elapsed from the time the micro-deposit entries were sent by NACHA to the receiving bank, you may then initiate entries through us to the specified account in accordance with this Agreement, the authorization agreement with the customer and the NACHA Rules. If you receive notice that the receiving bank will not accept such entry, you must notify us immediately. If you receive notice that any micro-deposit has been rejected by the receiving bank, you shall not initiate any entry until such time as the cause for rejection has been corrected to the satisfaction of the receiving bank.

C) Compliance with NACHA Rules

If you are approved for the External Transfer feature, you agree to comply with the Operating Rules of the NACHA. The Bank will transmit entries initiated by you to the Federal Reserve Bank as provided in the NACHA Rules. You agree that our obligation for transmission of entries shall be limited to obligations of an Originating Bank as set forth in the NACHA Rules.

D) Consumer Liability

To facilitate reconciliation with you under this Agreement, you agree to establish and maintain a clearing/checking account ("Account") at any agreeable Bank location. You shall at all times maintain in your Account collected funds in the aggregate amount of all credit entries transmitted to the Bank to which settlement has not yet been affected. We will not be required to transmit any credit entry if, at the time we would otherwise transmit such credit entry, you are not in compliance with the preceding sentence, and we may return to you any such credit entry.

Transfer of Collected Funds: You hereby authorize us to credit and debit the account pursuant to instructions. The account shall be debited from collected funds to cover any entry initiated by you on the transmission date.

Reimbursement: You will promptly reimburse us with collected funds if any entry is rejected after we have permitted you to withdraw collected funds, or if an adjustment memorandum that relates to a debit entry is received by us.

E) Restrictions on Types of Entries

The Automated Clearing House (ACH) Services performed through the External Transfer service are limited and restricted to the following type of entries: WEB. The WEB application (Standard Entry Class (SEC) Code) is an internet initiated/mobile entry. WEB entries may include single or recurring debits or credits that are transmitted to a consumer or business receiver account.

F) Processing External Transfers

Inbound and Outbound Transfers will process as a Four (4) Business Day transfer. The External Transfer cut-off time is 3:30 Mountain Time. External Transfers entered after Brighton Bank's cut-off time will be run on the next business day. Business day exclude Saturdays, Sundays and Federal and State of Utah legal holidays.

An External Transfer request remains in "processing" status until fully accepted by the receiving bank. Transfers in "processing" status will appear in "Transfer History" within the Transfer Tab in the Online Banking service. Next-Day Transfers are only in "processing status, until the close of the next business day after the transfer request is initiated.

Four (4) Business Day Transfers typically remain in "processing" status until the close of the third business day after the transfer request is initiated.

Services may occasionally be unavailable due to needed system maintenance, system or network interruptions, or other circumstances beyond our control.

G) Editing or Canceling External Transfers

Pre-Scheduled External Transfer requests can be edited or canceled prior to 3:30 MT cut-off time on the scheduled processing date. After cut-off time, the External Transfer request is submitted to Brighton Bank and its service provider(s) for processing and we will not have sufficient time to respond to any cancellation requests.

H) Transactional Limits and Safeguards

Transactional Dollar limits will be imposed for In Bound and Out Bound Transfers. These limits will be disclosed to you upon approval of your External Account. Any dollar limit imposed will apply to the total of all transfers to a specific External Account on any given day. Any transfer initiated on a day that is not a business day, as defined within our Online Banking Agreement, counts toward the applicable limit for the next business day.

You agree that you will not allow anyone to initiate transfer or payment instructions on your behalf without proper supervision and adequate safeguards, and that you will review transfer instructions prior to the submission to us to ensure that the transfers are complete and accurate.

I) Fees

Transfer fees may or may not apply to External Transfers. We may amend our Service pricing from time to time. Certain prices are subject to change without prior notice.

Inbound Transfer: No Fee

Outbound Transfer: No Fee

J) Service Termination and Changes in Dollars Limits

You agree we may cancel your access to the External Transfer service, without prior notice, upon the occurrence of any of the following events or any other event that creates an unanticipated liability for Brighton Bank.

1. Any of your accounts with Brighton Bank are not current or are not in good standing.
2. You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Brighton Bank account during the current or three prior calendar months.
3. You have had any prior External Transfer canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.
4. We have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts.
5. You become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding.

20. Mobile Banking

A) Eligible Enrollees

You have agreed to accept mobile banking services in accordance with these Mobile Terms and Conditions. The Services are only available to Internet banking customers at Brighton Bank. The terms and conditions of your Internet Banking and Bill Payment Agreement apply to Internet banking and bill payment services that you receive through the Service. By accepting and using the Service, you agree to comply with your Internet Banking and Bill Payment Agreement as well as these Mobile Terms and Conditions.

B) General

Access to your financial institution's Internet banking services via your mobile device is powered by the mobile technology solution owned by mFoundry, Inc (the "Licensor"). The Licensor is not the provider of any of the financial services available to you through the Software (defined below), and Licensor is not responsible for any of the materials, information, products or services made available to you through the Software.

C) Ownership

You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software"). You may not use the Software unless you have first accepted the Mobile Terms and Conditions.

D) License

Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Agreement are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you, the Licensor or your financial institution. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or otherwise in your possession or control.

E) Restrictions

You shall not:

1. Modify, revise or create any derivative works of the Software;
2. Decompile, reverse engineer or otherwise attempt to derive the source code for the Software;
3. Redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or
4. Remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright of Licensor or your financial institution.

F) Updates

The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.

G) Text Messages

Text messaging services are provided by your financial institution and not by any other third party. You and your financial institution are solely responsible for the content transmitted through text messages sent between you and your financial institution. You must provide source indication in any text messages you send (e.g. mobile telephone number, "From" field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.

H) Consent of Use of Data

You agree that the Licensor may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies.

I) Export Restrictions

You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

J) U.S. Government Restricted Rights

The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

K) Disclaimer of Warranty

THE SOFTWARE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

L) Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MFOUNDRY OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, THE LICENSOR'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

M) Miscellaneous

This Agreement constitutes the entire agreement between you and the Licensor concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and you expressly consent to jurisdiction and venue thereof and therein. This Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

N) Terms For SMS

The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from your financial institution. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.

The services are provided by your financial institution and not by any other third party. You and your financial institution are solely responsible for the content transmitted through the text messages sent to and from your financial institution. You must provide source indication in any messages you send (e.g., mobile telephone number, 'From' field in text message, etc.).

O) Mobile Check Deposit Service

This Service is designed to allow you to present an image of a legal representation, as defined by federal law, of a check to be deposited into your Brighton Bank checking or savings account electronically.

As part of this Service, I must only use official and up to date Financial Institution applications. I am responsible for all the data that I, submit to you which must accurately represent the information on the original check(s). I agree that the electronic image of the item submitted to the Financial Institution, as defined by federal law, is a legal representation of the check for all purposes, including return check processing.

When using this Service, I may experience technical or other difficulties. You do not assume liability for any technical or other difficulties that I may incur. You reserve the right to change, suspend or revoke services, immediately and at any time without prior notice to me. In the event this Service is not available to me, I acknowledge that I can attempt to deposit my check at a branch office location, through a participating ATM, or by mail.

Eligible Accounts: Only Checking and Savings accounts are eligible for this Service

Charges or Fees: The Financial Institution does not charge a usage fee for this Service. You reserve the right to start charging for this Service at any time. If an item I transmit for deposit is dishonored, rejected or otherwise returned unpaid, I agree that you may charge back the amount of the return to the account the check was originally deposited to and I will be assessed a fee in the amount shown on the Financial Institutions current Schedule of Fees and Charges for a returned check. If there are not sufficient funds in my account to cover the amount of the returned check, the account will be overdrawn and I will be responsible for payment. I agree the Financial Institution may debit any account maintained by me in order to obtain payment of my obligations under this Agreement. I acknowledge that wireless providers may assess fees, limitations, or restrictions. I agree that I am solely responsible for all such fees, limitations, and restrictions, and that you may contact me via my wireless device for any purpose concerning my accounts at the Financial Institution, including but not limited to account servicing and collection purposes.

Eligible Items: I agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks.

Ineligible Items: I agree that I will not use this Service to scan and deposit any ineligible items including but not limited to the following:

Endorsement Requirements: I agree to endorse all items with my signature, my account number, and print "For Mobile Deposit Only" on all items. The Financial Institution reserves the right to reject all items that are not endorsed as specified.

Deposit Limits: When using the Service to deposit funds, such deposits are limited to the Financial Institution's defined deposit segments and associated limits.

Receipt of Items: You reserve the right to reject any item transmitted through this Service, at your discretion. You are not liable for items you do not receive or for images that are not transmitted completely. An image is considered received when I receive a confirmation screen after submitting my Mobile Check Deposit. However, such notification does not mean that the transmission was without error. Once an item is reviewed and approved, my account will be credited at the end of the business day.

Retention and Disposal of Items: I agree to retain each Mobile Check Deposit item for seven business days after my funds have been posted to my account. After seven business days, I agree to dispose of the item(s) in a way that prevents representing for payment (i.e. shredding). Upon receipt of these funds I agree to mark the item prominently as "Void", and I agree to store each retained item in a secured locked container until such proper disposal is performed. I will promptly provide any retained item to the Financial Institution as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.

21. Privacy

We understand how important privacy is to our customers. Thus, we have taken steps to protect the privacy and security of your personal information, as well as, your financial transactions with us. You should read our privacy policy before completing the enrollment process for the Internet Banking Service.

22. Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. We will only disclose information to third parties about your account or the transactions that you make in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to an authorized third party, such as a credit bureau or payee;
- In order to comply with a governmental agency or court orders; or
- If you give us your written permission.

Please refer to our privacy policy for additional detail on disclosure of account information.

23. Internet Security

The Internet Banking Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Internet Banking Service, our Internet Banking Department will verify your identity and authorization against information associated with the eligible account(s) that you request to be linked to the Internet Banking Service.

Access ID's and Passcodes: One of the main security features protecting the Internet Banking Service is the unique combination of your access ID and passcode. During the enrollment process, you will be asked to select a unique access ID and passcode. For security purposes, do not use your account number or social security number as your access ID. Encryption and access controls are used to protect your passcode within our database. If you need to reset your passcode, you may use our online automated passcode reset feature or you may contact us at (801) 487-5909 for assistance.

Since your passcode is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a passcode that is difficult to guess.
- You should **NOT** use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Do **NOT** use dictionary words.
- Keep your passcode safe.
- Memorize your passcode and do **NOT** write it down.
- You should also change your passcode occasionally, such as every 90 days.
- Passcodes should not be shared with anyone, even Authorized Users.
- The "Help" link within the Internet Banking Service will offer tips on choosing a secure passcode that you can remember.

When you enroll for the Internet Banking Service, you agree to change your passcode immediately if you suspect that your passcode has been compromised. This can be done at any time from within the Internet Banking Service.

NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU BY TELEPHONE, EMAIL OR TEXT MESSAGE REQUESTING PERSONAL INFORMATION, SUCH AS YOUR ACCESS ID, PASSCODE, CREDIT CARD NUMBER, ATM CARD NUMBER OR ATM PIN. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS TYPE OF INFORMATION, DO NOT PROVIDE ANY INFORMATION AND CONTACT BRIGHTON BANK IMMEDIATELY.

Encryption: The Internet Banking Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Internet banking. Your browser automatically activates this technology when it attempts to connect to our Internet Banking Service. The Internet Banking Service requires a browser that supports 128-bit encryption and we will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from "open" to "locked". What this means is your communications are scrambled from your browser to our servers at all times, so no unauthorized party can read the information as it is carried over the Internet.

Certificate Authority: The servers hosting the Internet Banking Service have been certified by a Certificate Authority to assure you that you are actually talking to the Internet Banking Service instead of someone pretending to be us. By clicking on the lock within the Internet Banking Service, you can view the certificate to ensure it's valid.

Cookies: During your use of the Internet Banking Service, our Internet banking Service Provider will pass an encrypted session cookie to your computer that enables us to process multiple transactions during the session without having to provide an access ID and passcode for each individual transaction. You must accept this cookie to use the Internet Banking Service. The session cookie is stored on your computer's hard-drive, identifying your computer while you are logged on. The session cookie does not contain any personal information. When you log off, close your browser, or turn off your machine, the session cookie will be removed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account. Our Service Provider also uses persistent or "permanent" cookies to identify your computer as an additional step of our enhanced security. The permanent cookies will remain on your computer's hard drive until you clear cookies within your browser. If you do not accept these cookies, you may not be able to use all the features of the Internet Banking Service.

Multi-Level Authentication: We use multi-level authentication (or enhanced security) to help prevent unauthorized access to your accounts. As part of our enhanced security solution we may ask you to select challenge questions which may be used to help verify your identity in the event unusual login or transaction activity is detected. We may also send you a One Time PIN (OTP), via text or phone call, which can be used to help authenticate your login or transaction requests.

24. Your Security Obligations

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER INCLUDING THE USE OF UPDATED ANTI-VIRUS PROTECTION. NEITHER BRIGHTON BANK NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSCODE, OR MALFUNCTION OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE.

- All Authorized Users should sign-off after every session. While online sessions will automatically end after a period of inactivity, logging off can help protect you in case you accidentally leave your computer unattended.
- Refrain from using public computers (i.e. computers in a library, Internet cafe or hotel business center) to access your online banking accounts. The security of public or shared computers cannot be assured.
- Always keep your computer's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Internet Banking Service.
- Always keep your anti-virus and anti-spyware software current and routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or malicious software (malware) may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Furthermore, undetected or un-repaired viruses or malware may affect the security of online accounts and the privacy of personal information stored on your computer. If your computer is compromised by some form of malware, virus, or Trojan, you could unintentionally transmit sensitive account information or personal data to another third party or transmit a virus to other computers.
- Always use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- If you use a wireless Internet connection to access your online accounts, make sure that the wireless network is encrypted.

Occasionally we may post important security notices on our website and/or send online banking users security related notices or reminders. It is your responsibility to read all security notices.

25. Protecting Your Passcode

When you or your Authorized Users accept the terms and conditions of this agreement, you agree not to give or make available your Passcode or other means to access your account to any unauthorized individual(s). You are responsible for all transactions authorized or requested through the Internet Banking Service using a valid access ID and passcode, including those situations when your access ID and passcode are obtained due to compromise to your computer. If you permit other persons to use the Internet Banking Service with your passcode, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your passcode or other means to access your account has been lost or stolen or that someone may attempt to use the Internet Banking Service without your consent or has transferred money without your permission, you must notify us at once by calling (801) 487-5909. You can also contact us by sending a secure message through the Internet Banking Service.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSCODE TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSCODE TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE INTERNET BANKING SERVICE BY THEM (i.e., SUCH AS, WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AN AGGREGATION SERVICE PROVIDER, WHEN YOUR PERSONAL COMPUTER IS COMPROMISED BY A KEY STROKE LOGGING VIRUS OR ANY OTHER TYPE OF MALWARE).

You agree that we may send notices and other communications, including passcode change confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual.

26. Documentation and Verification of Transactions

Information regarding all Internet Banking transactions will be reflected on the account detail page within the Internet Banking Service and in your regular monthly account statement(s).

27. Our Liability for Failure to Complete Transfers and Bill Payments

It is our responsibility to process all bill payments, internal transfers and other electronic transactions properly initiated through the Internet Banking Service in accordance with this agreement. However, we shall incur no liability and any bill payment service guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your eligible account(s) and/or funding account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
2. The Internet Banking Service and/or the payment processing center is not working properly and you know or have been advised by Brighton Bank and/or its Service Providers about the malfunction before you execute the transaction;
3. You have not provided us with the correct bill payment funding account information, or the correct name, address, phone number, or account information for the payee;
4. Your eligible account(s), including either your bill payment funding account or billing account, is closed;
5. If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transaction;
6. It can be shown that the payee received a bill payment within the normal delivery timeframe and failed to process the bill payment through no fault of ours;
7. The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
8. We have reason to believe that a bill payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
9. Circumstances beyond our control, such as but not limited to, fire, flood, or interference from an outside force or third party, which prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if we cause an incorrect amount of funds to be removed from any of your eligible account(s) or if we cause funds from your accounts to be directed to a payee, which does not comply with your payment instructions. Brighton Bank and/or its Service Providers shall be responsible for returning the improperly transferred funds to your eligible account, and for directing to the proper payee any previously misdirected transactions, and, if applicable, any late payment related charges.

28. Provisions Applicable Only to Consumer and Sole Proprietors Deposit Accounts

A) Errors and Questions

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

- Telephone us at 801-487-5909;
- Contact us by using the secure messaging feature within the Internet Banking Service; or
- Write to us at 7101 South Highland Drive, Salt Lake City, UT 84121

If you think your statement is incorrect or you need more information about an electronic transfer or bill payment transaction listed on the 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 must:

1. Tell us your name, relevant account number(s), and access ID;
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.

If you tell us verbally, we may require that you send your complaint 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 90 days to investigate your complaint or question. We may take up to 20 business days to credit a new account for the amount you think is in error.

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.

B) Consumer Liability for Unauthorized Transfers

Tell us immediately if you believe your access ID or passcode has been lost, stolen or otherwise compromised. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable). If your monthly account statement contains transfers that you did not authorize, you must tell us at once.

29. Provisions Applicable Only to Business Accounts

A) Protecting Your Account(s)

The Business Internet Banking Service will allow business customers to establish individual access IDs, passcodes and privileges for each Authorized User. Transaction history is maintained for each access ID. Additional fees may be assessed for each access ID or sub-user.

BUSINESS CUSTOMER(S) WILL BE SOLELY RESPONSIBLE FOR DESIGNATING ITS AUTHORIZED USERS AND ASSIGNING PRIVILEGES WITHIN THE SERVICE.

As a security measure, business customers should evaluate and implement the dual control features within the Internet Banking for ACH origination and wire transfers.

B) Sub-User Administration

Sub-User Administration is an optional service for business customers that may be activated at any time after your initial enrollment. Business customers shall be solely responsible for designating both the focus customer and sub-users with administrative rights.

A sub-user with administrative rights may further authorize other individual sub-users who may be granted full or limited online access to business accounts, and may also be granted full or limited access to originate ACH transactions and/or wire transfers. Dual control can be established to help regulate the actions of multiple sub-users.

For security and auditing purposes, each Sub-User should be assigned separate access IDs and passcodes. All cash management activity is tracked at the “focus customer” level and is viewable by both the sub-user originator and focus customer in the online history. Internal transfers are tracked for each access ID.

A sub-user administrator inherits the privileges assigned to the focus customer. Notwithstanding the foregoing, please note that a sub-user with administrative rights has the ability to remove, change or otherwise alter the restrictions or limits placed upon their rights by the focus customer.

The focus customer or sub-user administrator will need to provide the access ID and temporary passcode to each new sub-user. The temporary passcode will be used to gain access to the Internet Banking Service initially. After the sub-user’s initial log on, they will be prompted to set up their own unique passcode, known only to them, for future use of the Internet Banking Service.

C) ACH and Wire Transfer Requests

Business Customers may edit, delete, or “un-approve” wire transfers or ACH transactions prior to the cutoff time for the transaction. The cut-off time for ACH and wire transfer requests is 3:30 PM Mountain Standard Time. Separate agreements will detail the required time-frames for submitting and making changes to ACH transactions and wire transfer requests.

If a change is necessary after-cut-off time, please contact us immediately. In these situations, we may not be able to stop the transaction from processing unless we receive timely notification.

Additional terms and conditions may apply to ACH and Wire Transfers.

D) Business Customer Liability

BUSINESS CUSTOMER REPRESENTS AND WARRANTS THAT ITS AUTHORIZED USERS AND SUB-USERS HAVE THE APPROPRIATE AUTHORITY TO INITIATE TRANSACTIONS THROUGH THE INTERNET BANKING SERVICE. BUSINESS CUSTOMER ALSO REPRESENTS AND WARRANTS THAT IT MAINTAINS OR REQUIRES CURRENT AND UPDATED ANTI-VIRUS SOFTWARE ON ALL COMPUTERS USED TO ACCESS THE INTERNET BANKING SERVICE BY IT OR ON ITS BEHALF.

BUSINESS CUSTOMER AUTHORIZES THIS INSTITUTION AND ITS SERVICE PROVIDERS TO ACT UPON, AND AGREES TO BE BOUND BY, ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, THAT IS INITIATED WITH AN ACCESS ID AND PASSCODE OF ANY AUTHORIZED USER(S).

FURTHERMORE, ANY INSTRUCTIONS, DIRECTIONS, OR OTHER INFORMATION PROVIDED BY THE BUSINESS CUSTOMER, OR ANY OF ITS AUTHORIZED USERS, WILL BE DEEMED TO HAVE BEEN AUTHORIZED BY THE BUSINESS CUSTOMER. BRIGHTON BANK AND ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR VERIFYING THE IDENTITY OR AUTHENTICITY OF ANY PERSON CLAIMING TO BE AN AUTHORIZED USER OF THE BUSINESS CUSTOMER.

BUSINESS CUSTOMER ASSUMES ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE INTERNET BANKING SERVICE OR COMPANY ACCOUNTS BY ITS AUTHORIZED USERS OR AS A RESULT OF A COMPROMISED COMPUTER DUE TO A BREACH OF ANY OF THE FOREGOING WARRANTIES. BUSINESS CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS BRIGHTON BANK AND ITS SERVICE PROVIDERS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OR ACTING UPON ANY TRANSACTION, DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH AN ACCESS ID AND PASSCODE OF BUSINESS CUSTOMER'S AUTHORIZED USER(S), REGARDLESS OF WHETHER SUCH TRANSACTION, DIRECTION OR INSTRUCTION IS MADE BY AN AUTHORIZED USER.

BUSINESS CUSTOMER AGREES THAT WE MAY SEND NOTICES AND OTHER COMMUNICATIONS, INCLUDING EMAILS, TO THE CURRENT ADDRESS SHOWN IN OUR RECORDS, WHETHER OR NOT THAT ADDRESS INCLUDES A DESIGNATION FOR DELIVERY TO THE ATTENTION OF ANY PARTICULAR INDIVIDUAL. YOU FURTHER AGREE THAT BRIGHTON BANK AND/OR ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU IN ANY WAY, IF INFORMATION IS INTERCEPTED BY AN UNAUTHORIZED PERSON, EITHER IN TRANSIT OR AT YOUR PLACE OF BUSINESS. IN ADDITION, YOU AGREE TO:

- REQUIRE ALL AUTHORIZED USERS TO KEEP PASSCODES SECURE AND STRICTLY CONFIDENTIAL;
- IMMEDIATELY NOTIFY US AND SELECT A NEW PASSCODE IF YOU OR YOUR AUTHORIZED USERS BELIEVE YOUR PASSCODES MAY HAVE BECOME KNOWN TO AN UNAUTHORIZED PERSON.

WE MAY DISABLE PASSCODES OF AUTHORIZED USERS EVEN WITHOUT RECEIVING SUCH NOTICE FROM YOU, IF WE SUSPECT PASSCODES ARE BEING USED IN AN UNAUTHORIZED OR FRAUDULENT MANNER.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF ALL COMMERCIALY REASONABLE SECURITY PROCEDURES TO PROTECT THEIR COMPUTER SYSTEMS USED TO ACCESS THE INTERNET BANKING SERVICE. BRIGHTON BANK AND ITS SERVICE PROVIDERS SHALL HAVE NO OBLIGATION, LIABILITY OR CONTROL, EITHER DIRECTLY OR INDIRECTLY CONCERNING THE BUSINESS CUSTOMERS' SELECTION OF SECURITY SYSTEMS OR DEVICES USED TO PROTECT ITS COMPUTER SYSTEM(S). FURTHERMORE, NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS SHALL HAVE CONTROL OVER BUSINESS CUSTOMERS' DEVELOPMENT OR IMPLEMENTATION OF SAID SECURITY PROCEDURES OR THE FAILURE OF BUSINESS CUSTOMER TO MAINTAIN SAID PROCEDURES.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM ANY AUTHORIZED OR UNAUTHORIZED ACCESS TO THE INTERNET BANKING SERVICE USING A VALID ACCESS ID AND PASSCODE.

E) Commercially Reasonable Security Procedures

WHEN YOU ACCEPT THIS AGREEMENT AND USE THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE INCLUDES SECURITY MEASURES WHICH ARE COMMERCIALY REASONABLE.

YOU AGREE TO BE BOUND BY OUR SECURITY PROCEDURES AND INSTRUCTIONS, WHICH MAY BE PERIODICALLY UPDATED. YOU AGREE TO REVIEW AND IMPLEMENT ALL SECURITY PROCEDURES AVAILABLE IN CONNECTION WITH THE INTERNET BANKING SERVICE, INCLUDING PROCEDURES TO PROTECT THE CONFIDENTIALITY OF YOUR ACCESS ID AND PASSCODE AND THE SAME FOR YOUR AUTHORIZED USERS.

YOU AGREE TO NOTIFY BRIGHTON BANK IN THE EVENT THAT YOUR USE OF THE INTERNET BANKING SERVICE WOULD NECESSITATE OR BE BETTER SERVED BY A LEVEL OF SECURITY THAT EXCEEDS THAT OFFERED BY THE INTERNET BANKING SERVICE. IF YOU FAIL TO NOTIFY BRIGHTON BANK, YOU ACKNOWLEDGE AND AGREE THAT THE SECURITY ASPECTS OF THE INTERNET BANKING SERVICE ARE APPROPRIATE FOR YOUR NEEDS AND WILL PROVIDE YOU WITH A COMMERCIALY REASONABLE DEGREE OF SECURITY AGAINST UNAUTHORIZED USE.

F) Errors and Questions

In case of errors or questions about your transactions, you should, as soon as possible, notify us through one of the following methods:

- Telephone us at (801) 487-5909;
- Write us at 7101 South Highland Drive, Salt Lake City, UT 84121

G) Your Liability for Unauthorized Transfers

You must notify us of errors, discrepancies or possible unauthorized transactions, as soon as possible, upon learning of the discrepancy. If you fail to notify us within sixty (60) days (Please Note: time-frame may be shorter. The timeframe is established by the UCC and applicable State laws) after you have received notice of an unauthorized or erroneous transaction, Brighton Bank will not owe you any interest on the amount in question, even if we are otherwise liable to you in connection with the transaction.

Brighton Bank and its Service Providers shall have no liability to you for any unauthorized transactions made using your passcode that occurs before you have notified us of any possible unauthorized use and we have had a reasonable opportunity to act upon that notice.

If you fail to notify us of any discrepancy within one (1) year, you shall be precluded from asserting any such discrepancy against us.

H) Limitation of Institution Liability

BRIGHTON BANK AND ITS SERVICE PROVIDERS WILL BE DEEMED TO HAVE EXERCISED ALL DUE CARE AND TO HAVE ACTED REASONABLY IF WE ACT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY YOU ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY OUR WILLFUL MISCONDUCT. BRIGHTON BANK AND ITS SERVICE PROVIDERS WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE:

- RELATED TO THE DISHONESTY OF THE BUSINESS CUSTOMER'S EMPLOYEES, OFFICERS, AGENTS, AUTHORIZED USERS;
- RESULTING FROM ANY RECEIVING FINANCIAL INSTITUTION'S FAILURE TO ACCEPT ANY PAYMENT OR FUNDS TRANSFER REQUEST;
- RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN BRIGHTON BANK AND THIRD PARTIES, OR ANY OTHER CONDITION OUTSIDE OF OUR CONTROL.

IF BRIGHTON BANK AND/OR ITS SERVICE PROVIDERS FAIL OR DELAY IN MAKING A PAYMENT OR TRANSFER PURSUANT TO YOUR INSTRUCTION, OR IF WE MAKE A PAYMENT OR TRANSFER IN AN ERRONEOUS AMOUNT WHICH IS LESS THAN THE AMOUNT PER YOUR INSTRUCTION, UNLESS OTHERWISE REQUIRED BY LAW OUR LIABILITY SHALL BE LIMITED TO INTEREST ON THE AMOUNT WHICH WE FAILED TO TIMELY PAY, CALCULATED FROM THE DATE ON WHICH THE PAYMENT OR TRANSFER WAS TO BE MADE UNTIL THE DATE IT WAS ACTUALLY MADE OR YOU CANCELED THE INSTRUCTION. WE MAY PAY SUCH INTEREST EITHER TO YOU OR THE INTENDED RECIPIENT OF THE PAYMENT OR TRANSFER, BUT IN NO EVENT WILL WE BE LIABLE TO BOTH PARTIES, AND OUR PAYMENT TO EITHER PARTY WILL FULLY DISCHARGE ANY OBLIGATION TO THE OTHER.

IF WE MAKE A PAYMENT IN AN ERRONEOUS AMOUNT WHICH EXCEEDS THE AMOUNT PER YOUR PAYMENT INSTRUCTION, OR IF WE PERMIT AN UNAUTHORIZED PAYMENT AFTER WE HAVE HAD A REASONABLE TIME TO ACT ON A NOTICE FROM YOU OF POSSIBLE UNAUTHORIZED USE AS DESCRIBED ABOVE, UNLESS OTHERWISE REQUIRED BY LAW, OUR LIABILITY WILL BE LIMITED TO A REFUND OF THE AMOUNT ERRONEOUSLY PAID, PLUS INTEREST THEREON FROM THE DATE OF THE PAYMENT TO THE DATE OF THE REFUND, BUT IN NO EVENT TO EXCEED SIXTY (60) DAYS INTEREST.

IF WE BECOME LIABLE TO YOU FOR INTEREST COMPENSATION UNDER THIS AGREEMENT OR APPLICABLE LAW, SUCH INTEREST SHALL BE CALCULATED BASED ON THE AVERAGE FEDERAL FUNDS RATE, AT THE FEDERAL RESERVE BANK IN THE DISTRICT NEAREST TO BRIGHTON BANK, FOR EACH DAY INTEREST IS DUE, COMPUTED ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR.

NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST BRIGHTON BANK AND ITS SERVICE PROVIDERS UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

I) Indemnification

Business customer(s) and its Authorized Users will defend, indemnify and hold harmless Brighton Bank and its Service Providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from:

1. The processing of any request received by Brighton Bank through the Internet Banking Service,
2. Any breach of the provisions of this agreement.
3. Any request for stop payment;
4. Any dispute between you and any third party in connection with the use of the Internet Banking Service; and
5. Any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of this agreement.

30. Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such events, we will provide notice to you. Any use of the Internet Banking Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related 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 applications, services, and/or related material and limit access to only the more recent revisions and updates.

31. Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, please contact our Internet Banking Department or send us a secure email through the Internet Banking Service.

Any transactions that have already been approved and/or processing has begun prior to the requested cancellation date will be completed by the Internet Banking Service. Scheduled or pending bill payments and transfers, including automatic payments, will not be processed once the Internet Banking Service is cancelled. You will remain responsible for any fees associated with the Internet Banking Service prior to the effective cancellation date.

We may terminate or suspend the Internet Banking Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this agreement.

Access to our Internet Banking Service may be cancelled in whole or part without prior notice due to insufficient funds in one of your eligible account(s) or any other circumstances in our sole discretion.

After termination or suspension of the Internet Banking Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Internet Banking Service, you must call or visit one of our branches.

32. Exclusions of Warranties and Limitation of Damages

THE INTERNET BANKING SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER 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 INTERNET BANKING SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE INTERNET BANKING SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

WE ARE NOT RESPONSIBLE FOR AND YOU AGREE TO HOLD US HARMLESS FROM ANY DAMAGES, LOSSES, COSTS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF OR IN CONNECTION WITH ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, OR YOUR FAILURE TO OBTAIN ADEQUATE ONLINE SECURITY HARDWARE AND SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUSES THAT AFFECT YOUR COMPUTER OR SOFTWARE WHILE USING THE INTERNET BANKING SERVICE. IN ADDITION, WE WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY ACCESS OR ATTEMPTED ACCESS TO YOUR COMPUTER OR SOFTWARE WHILE USING THE INTERNET BANKING SERVICE OR OUR WEBSITE.

WE ARE NOT RESPONSIBLE AND YOU AGREE TO HOLD US HARMLESS FOR SECURITY BREACHES CAUSED BY OR ARISING FROM A BREACH OF YOUR COMPUTER SYSTEM, INTERNET PROVIDER OR YOUR MOBILE DEVICE CARRIER.

THE FOREGOING SHALL CONSTITUTE BRIGHTON BANK AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL BRIGHTON BANK OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE INTERNET BANKING SERVICE.

33. No Unlawful or Prohibited Use

As a condition of using the Internet Banking Service, you represent and warrant to us that you will not use the Service for any purpose that is unlawful 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 that you will not use the Internet Banking 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 through the Service. You agree that these warranties and representations will remain in full force and effect even if this agreement terminates for any reason.

34. Assignment

You may not assign this agreement to any other party. We may assign this agreement in our sole discretion. We may also assign or delegate certain rights and responsibilities under this agreement to independent contractors or other third parties.

35. No Waiver

Brighton Bank and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder, unless such waiver is in writing and signed by us. No delay or omission 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.

36. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this agreement.

37. Disputes

In the event of a dispute regarding the Internet Banking Service, you agree to resolve the dispute by looking to this agreement. You agree that this agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this agreement. If there is a conflict between what the employees of Brighton Bank and/or its Service Providers say and the terms of this agreement, the terms of this agreement will prevail.

38. Ownership of Material

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Brighton Bank and/or is Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Internet Banking Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

39. Governing Law and Relation to Other Agreements

Accounts and services provided by Brighton Bank may also be governed by separate agreements with you. This agreement supplements any other agreement (s) and/or disclosures related to your eligible account(s) and provided to you separately.

This agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Utah, without regard to its conflicts of law provisions.