



ONLINE BANKING and BILL PAYMENT TERMS AND CONDITIONS

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Please read before continuing through the application process.
If you have any questions, please contact us.



Online Banking Terms and Conditions

1. Introduction.

Before you begin using this service, please read these Terms and Conditions. By accepting these Online Banking and Bill Payment Enrollment Terms and Conditions online, you represent that you have read, understand, and agree to be bound by all of these Terms and Conditions. Throughout this agreement "you" and "your" refer to the party who has executed the Online Banking and Bill Payment Enrollment form. "We", "our", "us", "First Federal Savings Bank" and "Bank" refer to First Federal Savings Bank of Twin Falls, Idaho. Our "business days" are Monday through Friday. Holidays are not included.

a. Online Banking Features

From anywhere that you have Internet access, you can review your accounts anytime with Online Banking. You can:

- i. View any of your First Federal Savings Bank checking accounts, savings accounts, certificates of deposit, or loans.
- ii. Search for specific transactions, either by date, amount, or check number processed in the last 60 days.
- iii. Inquire on the ledger balance of your First Federal Savings Bank depository accounts. ACH, wires, other electronic transactions, deposits, or withdrawals processed throughout the business day will be reflected in your Available Balance until end-of-day processing.
- iv. Place a Stop Payment on a check using the check number, check amount, and the payee.
- v. Move funds between your First Federal Savings Bank accounts*.
- vi. Change your password.
- vii. Communicate directly with First Federal Savings Bank via e-mail.

*For any funds transfer, your available balance, including your overdraft protection coverage, if any, must be enough to cover the transaction.

b. Schedule of Fees

The charges for Online Banking access, stop payments, and other services are set out in First Federal's "Fee Schedule."* All applicable fees will be automatically deducted from your account and will appear on your account statement.

*Fees are subject to change as provided for in the Alterations and Amendments section below.

c. Questions or Errors

In case of questions or errors about account transfers made through Online Banking involving a First Federal Savings Bank account, you should do one of the following as soon as you can:

- Telephone.
Our Customer Service hours are from 8:00 a.m. to 6:00 p.m. Monday through Friday. Call 208-736-4444 or 800-278-9435 to speak with a representative.
- Write.
First Federal Savings Bank
Attn: Customer Service
P O Box 249
Twin Falls, ID 83303-0249



- i. If you think that your statement is wrong or you need more information about a bill payment listed on the statement, we must hear from you no later than sixty (60) days after we have sent you the FIRST statement on which the problem or error appeared.
- ii. Please include the following information about the problem:
 - a. Tell us your name and account number.
 - b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - c. Tell us the dollar amount of the suspected error.

• If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. 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. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (10) business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we use in our investigation. If we do not complete a transfer to or from your First Federal Savings Bank account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions for which we will not be liable:

- i. If, through no fault of ours, your account does not contain enough available funds to complete the transfer,
- ii. If your account is legally subject to some legal process, right of offset, or encumbrance, or if the funds in your account are not immediately available for completing transactions,
- iii. If the transfer would go over the credit limit on your overdraft protection credit line,
- iv. If you, or anyone you allow, commits any fraud or violates any law or regulation,
- v. If any electronic terminal, telecommunication device, or any part of the electronic funds transfer system is not working properly,
- vi. If you have not properly followed the instructions for using Online Banking,
- vii. If circumstances beyond our control (such as fire, flood or improper transmission) prevent the transaction, despite reasonable precautions taken by us,
- viii. If Online Banking was not working properly, and you were aware of the malfunction when you began the transaction,
- ix. If the Online Banking system is temporarily unavailable due to maintenance, security reasons, or other exceptions not specifically mentioned herein, or
- x. There may be other exceptions stated in our Agreement with you.



2. Getting Started

- a. Access to Online Banking is through the Bank's web site, <http://www.firstfd.com>.
- b. Click on Online Banking navigation link located on the upper left-hand corner.
- c. Enter your User name.
- d. Answer PassMark Challenge Questions.
- e. Enter temporary password provided to you by bank or the one you provided to the bank when you enrolled online.
- f. You are now ready to access your account information.

3. Hours of Service

You have access to your accounts 24 hours a day, seven days a week. However, some of the features within Online Banking have processing deadlines.

In addition, at various times, certain services may be temporarily unavailable due to maintenance needs.

a. Account Transfers

Account Transfers requested after 6:00 p.m. (Mountain Time) on a business day will process the next business day.

b. Credit Card Payments

Credit Card payments made after 6:00 p.m. (Mountain Time) may post the next business day.

c. Stop Payment Requests

A Stop Payment allows you to request a stop payment on an item not yet posted.

We cannot guarantee Stop Payments requested through Online Banking if all fields of the online form are not completed accurately. To be effective, the stop request must be received in time to give us a reasonable chance to act on it. For assistance, call 208-733-4222 during normal business hours.

4. Managing Passwords

You will be given either a bank-issued temporary password to access Online Banking or you will be notified by e-mail that the password you requested when you applied for Online Banking is active. Upon accessing the system the first time, you will be asked to change your password. Keep your password secret. Memorize your password and do not write it down.

5. Unauthorized Transfers

If you believe another person has unauthorized knowledge of your Online Banking password, or if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account, notify us at once by calling 208-736-4444 or 800-278-9435 during normal customer service hours. If you tell us within two (2) business days after you discover any or all of your security codes have been lost or stolen, and someone uses your security code(s) without your permission, you can lose no more than \$50.00. If you fail to notify the Bank within two (2) business days after you learn of the loss or theft of any or all of your security codes, and we can prove that we could have prevented the unauthorized use of your security codes had you notified us, you could lose as much as \$500.00. If your monthly statement contains transfers that you did not make, tell us at once. If you do not tell us within sixty



(60) days after the statement containing the unauthorized transfer(s) was mailed to you, and if we can prove that we could have stopped someone from taking the money had you told us in time, you may lose any amount transferred without your authorization. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

6. Accounts with Multiple Signature Restrictions

If you utilize checks or other means of withdrawal which require more than one signature under some or all circumstances, you agree that those restrictions are for your internal use and internal control only. You agree not to bind us even if you have made us aware of the restriction on any signature card, any other agreement you have with us, or through the existence of multiple signature lines or legends printed on items indicating that more than one signature is required. We reserve the right to refuse to open any account which has these types of restrictions. You agree not to assert any claims against First Federal Savings Bank for lack of authorized signers as long as the item used for withdrawal from the account contains the signature of at least one authorized signer.

7. Electronic Mail

You cannot use electronic mail (e-mail) to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Online Banking.

8. Liability

Unless otherwise required by law or specifically provided for in this Agreement, you agree that neither we nor the service providers shall be responsible for any harm, including, but not limited to, direct, indirect, special, consequential, and economic damages, resulting in any way from the installation, operation or maintenance of our equipment or software, or Internet browser or access software. Nor shall we or the service providers be responsible for any loss, property damage, or bodily harm, whether caused by First Federal Savings Bank, its equipment or software, or by Internet access or browser providers, or by on-line service providers, or any agent or subcontractor of any of the aforementioned parties.

9. Alterations and Amendments

The terms of this Agreement and applicable fees may be altered or amended by the Bank from time-to-time. In such event, the Bank shall send notice to you at your address as it appears on the bank's records or send you an electronic mail message (e-mail). The notice will be sent at least thirty (30) days in advance (unless an immediate change is necessary for security reasons) of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount, or frequency of transactions, or of any increase in your responsibility for unauthorized transactions. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. The applicable "Schedule of Fees" governs changes to fees applicable to specific accounts.

10. Termination or Discontinuation

In the event you wish to discontinue using Online Banking, contact the Bank in writing or send us an electronic mail message. Written notice must be sent to:



First Federal Savings Bank
Attn: Customer Service
P O Box 249,
Twin Falls, ID 83303-0249

We may, at any time, without prior notice to you, terminate your Online Banking service. We will mail notice of termination to you at your address as shown on the Bank's records.

BILL PAYMENT AGREEMENT

BILL PAYMENT SERVICE

This is your bill paying agreement with First Federal Savings Bank. You may use First Federal Savings Bank's bill paying service, Bill Pay, to direct First Federal Savings Bank to make payments from your designated checking account (Account) to the Merchants you choose in accordance with this Agreement. The Terms and Conditions of this Agreement are in addition to the Account Agreements, Disclosures and other documents in effect from time-to-time governing your Account (the Account Rules).

"You" or "your" means each person who signs the bill paying enrollment form or is, otherwise, authorized to use the Service. "Merchant" means anyone, including the Financial Institution, you designate and the Financial Institution accepts as a payee.

HOW TO SET UP MERCHANTS/PAYMENTS

When you sign onto the bill pay system, you will establish your list of Merchants by selecting the **Add** button on the **Set up Accounts and Payee** screen. You may add a new fixed payment for any Merchant, but only if they are on your authorized list of payees. If the Merchant is not set up for electronic payments, the service will generate a paper check for payment. The check will carry your account number and will clear directly through your account. A unique check number will appear on your statement for easy recognition. The Financial Institution reserves the right to refuse the designation of a Merchant for any reason.

The Financial Institution is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant, or if you attempt to pay a Merchant that is not on your Authorized Payee list.

THE BILL PAYING PROCESS

The Financial Institution will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cut-off time set by the Financial Institution, which is currently 3:00 p.m. CST. Variable bill requests received after the business day cut-off time, or at any time on a non-business day, will be processed on the next business day. The Financial Institution reserves its right to change the cut-off time by giving you notice if it changes.

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, YOU MUST SELECT THE OPTION OF "LAST BUSINESS DAY" FOR PROCESSING TO ALWAYS BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.



YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT. (IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS). Due to circumstances beyond our control, some Merchants take longer to post payments than others. We suggest sending your first payment eight (8) business days in advance of the Due Date. After your first payment has posted, you will have a better understanding of how much time to allow for each Merchant.

You must select a Payment Date that is at least five (5) business days before the actual Due Date reflected on your Payee statement. If your actual Due Date falls on a non-business day, you must select a Payment Date that is at least one business day before the actual Due Date. Payment Dates should be prior to any late date or grace period.

When you have scheduled a payment, you authorize the Financial Institution to debit your Payment Account and remit funds on your behalf. You certify that your Payment Account is an account from which you are authorized to make payments and any payment you make will be debited from this account. You also authorize the credit of returned payments from using the Bill Pay Service.

The Bill Pay Service will incur no liability and a Service Guarantee shall be void if the Bill Pay Service is unable to complete any payments initiated because of any of the following:

1. You have not provided the Bill Pay Service with the correct payment account information, or the correct name, address, phone number, or account information for the Merchant upon initiation of the payment; and/or,
2. Circumstances beyond the control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Pay Service has taken reasonable precautions to avoid those circumstances;
3. The payment-processing center is not working properly and you know or have been advised by the Bill Pay Service about the malfunction before you execute the transaction.

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Bill Payments requested, as well as any other payment obligations you have to the Financial Institution. The Financial Institution reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Account and the Financial Institution has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree the Financial Institution, at its option, may charge any of your accounts with the Financial Institution to cover such payment obligations.

The Bill Pay Service reserves the right to select the method in which to remit funds on your behalf to your Merchant.

Any Bill Payment can be changed or canceled, provided you access the Service prior to the cut-off time on the business day prior to the business day the Bill Payment is going to be initiated.



RETURNED PAYMENTS

In using the Service, you understand that the Service and/or the United States Postal Service may return payments for various reasons, such as, but not limited to, the Service account number is not valid; the Service is unable to locate account; or the Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment, or void the payment and credit your Payment Account. You may receive notification from the Service.

LIABILITY

You are solely responsible for controlling the safekeeping of, and access to, your password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Financial Institution and arrange to change your password. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. The Financial Institution is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The Financial Institution is not liable for any failure to make a Bill Payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a Merchant for a Bill Payment. The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent. In any event, the Financial Institution will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Financial Institution has knowledge of the possibility of them. The Financial Institution is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's reasonable control.

AMENDMENT AND TERMINATION

The Financial Institution has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

The Financial Institution has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to the Financial Institution. The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Financial Institution on your behalf.

FEES

For our Personal Bill Paying Service, there is no monthly fee. You may write an unlimited number of monthly payments.

For our Business Bill Paying Service, there is no monthly fee. Business Bill Pay users may write ten (10) free payments per billing cycle. For each additional payment over ten (10), the fee is 52¢.

The Financial Institution reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.



Some Bill Payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement you received when you opened your account which discloses important information concerning your rights and obligations.

RESPONSIBILITY

Neither Institution nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Online Banking or On-line Financial Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Online Banking or On-line Financial Services; (ix) you knew that Online Banking and/or the On-line Financial Services were not operating properly at the time you initiated the transaction or payment; (x) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

UNAUTHORIZED TRANSACTIONS

You should notify us immediately if you believe anyone has improperly obtained your password or if you suspect any fraudulent activity in your account(s). If your password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than \$50. If you do not tell us within the two (2) business day period, you could lose as much as \$500 if we could have stopped the use of your accounts had we received notice in a timely manner. You should contact us, or the bill payment provider, as applicable, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared. (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you fail to notify us within the sixty (60) day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please: (i) tell us your name and account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected error; and (iv) for a bill payment, tell us the number of the account used to pay the bill, the applicable payee name and account number, the date the payment was sent, the payment amount and the payment reference number. Generally speaking, we will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point-of-sale or international transactions, after we hear from you. However, we may take up to forty-five (45) days, or ninety (90) days in the case of point-of-sale or international transactions, to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not credit your account. If we confirm an error, we will correct your account record within ten (10) business days, or twenty (20) business days in the case of point-of-sale or international transaction. If we determine that there was no error, we will



send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

ELECTRONIC MAIL (E-MAIL)

Sending E-mail is a very good way to communicate with Institution regarding your accounts or the On-line Financial Services. However, your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail to Institution. You cannot use e-mail to initiate On-line Financial Service transactions. All such transactions must be initiated using the appropriate functions within the Online Banking site. Institution will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

DISCLOSURE OF INFORMATION

Information submitted to Institution or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by Institution or prohibited by law.

LINKS TO OTHER SITES

Information that Institution publishes on the World Wide Web may contain links to other sites and third parties may establish links to Institution's site. Institution makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, Institution does not endorse the products or services offered by any company or person linked to this site nor is Institution responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

VIRUS PROTECTION

Institution is not responsible for any electronic virus that you may encounter using the On-line Fund Services. We encourage you to routinely scan your computer and diskettes using reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

DAMAGES AND WARRANTIES

In addition to the terms previously disclosed, Institution is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Online Banking or the use of the On-line Financial Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Institution or one of its suppliers. In addition, Institution disclaims any responsibility for any electronic virus(es) Customer may encounter after installation of such software or use of Online Banking or the On-line Financial Services. Without limiting the foregoing, neither Institution nor its suppliers shall be liable for any: (i) failure to perform or any losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Institution and its suppliers provide Online Banking and the On-line Financial Services from their own sites and they make no representation or warranty that any information, material or functions included in Online Banking or the On-line Financial Services are appropriate for use by



you in your jurisdiction. If you choose to use Online Banking and/or the On-line Financial Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Institution nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, the On-line

Financial Services, or contained in any third party sites linked to or from Institution's web site. INSTITUTION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, ON-LINE FINANCIAL SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. INSTITUTION DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

INDEMNIFICATION

Customer shall indemnify, defend and hold harmless Institution and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

ADDITIONAL REMEDIES

Due to the likelihood of irreparable injury, Institution shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

TERMINATION AND CHANGES IN TERMS

Institution reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you by: 1) electronic mail; 2) physical mail at the address shown in our records; and/or 3) update of our web site.

APPLICABLE RULES, LAWS, AND REGULATIONS

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Idaho, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Twin Falls, Idaho, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

ASSIGNMENT

Institution may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

INTEGRATION

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Institution.

SEVERABILITY

If there is a conflict between the Terms and Conditions of this Agreement and one or more terms contained in another agreement between you and the Institution, this Agreement will control.



WAIVER

Institution shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Institution of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

FORCE MAJEURE

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

CONSTRUCTION

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.