



TERMS OF USE AGREEMENT

Welcome to the online services of Bank of Idaho (“Bank”). This agreement (“Agreement”) sets forth the terms and conditions that govern your use of our website and any other online services provided by the Bank (collectively, the “Services”). By accessing or using the Services, you agree to be bound by this Agreement. If you do not agree to be bound by this Agreement, do not access or use the Services.

Use of the Services

The Bank provides the Services solely for informational purposes and to facilitate transactions between the Bank and its customers. You may not use the Services for any unlawful purpose or in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party’s use of the Services. You may not attempt to gain unauthorized access to any portion of the Services or any other systems or networks connected to the Services.

Ownership and Use of Content

The Bank owns all rights, title, and interest in and to the Services and the content provided therein, including but not limited to text, graphics, images, logos, and software. The content provided on the Services is for your personal, non-commercial use only. You may not copy, reproduce, distribute, transmit, display, perform, publish, license, modify, or create derivative works from any content on the Services without the prior written consent of the Bank. The Services may contain links to third-party websites. The Bank is not responsible for the content or accuracy of any third-party websites linked to the Services. The Bank does not endorse or guarantee any products or services offered by third-party websites.

Disclaimer of Warranties

The Services are provided on an “as is” and “as available” basis. The Bank makes no representations or warranties of any kind, express or implied, as to the operation of the Services or the information, content, materials, or products included on the Services. To the full extent permissible by applicable law, the Bank disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Limitation of Liability

In no event shall the Bank be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in any way connected with the use of our website or the information contained therein.

Indemnification

You agree to indemnify, defend, and hold harmless the Bank and its officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages,



and costs, including reasonable attorneys' fees, arising from, or relating to your use of the Services, any violation of this Agreement by you, or any other act or omission by you.

Governing Law and Jurisdiction

This Agreement and your use of the Services will be governed by and construed in accordance with the laws of the State of Idaho, without giving effect to any principles of conflicts of law. Any action or proceeding arising from or relating to this Agreement or your use of the Services must be brought exclusively in a court of competent jurisdiction in the State of Idaho.

Modifications to the Services and Agreement

The Bank reserves the right to modify, suspend, or discontinue the Services or any portion thereof at any time without notice. The Bank also reserves the right to modify this Agreement at any time, and such modifications will be effective immediately upon posting of the modified Agreement on the Services. Your continued use of the Services after the posting of any modifications to this Agreement will signify your acceptance of the modified Agreement.