

BankWest Web Banking Agreement and Disclosure Statement

This agreement states the terms and conditions that apply when you open qualifying account(s) on the Internet, Internet-enable qualifying account(s), access account information over the Internet, or transfer funds between qualifying Internet-enabled accounts. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this agreement.

Explanation of Certain Terms

'We', 'us' and 'our' means BankWest, Inc.

'You' and 'your' mean an individual person or business entity that we permit to use the Internet banking services subject to the terms of this agreement.

'Company representative' means, if you are a business entity, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our online banking service.

'Internet-enable' your account(s) means to enable you to obtain our service that allows you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

'Online banking' means the services provided under this agreement which allow you to access information about your Internet-enabled accounts, transfer funds between qualifying accounts, and perform other transactions and obtain other services that we authorize or allow, but does not include our bill pay service.

'Online' means through the Internet by use of a personal computer or other screen-based electronic device.

'Account' means a deposit, loan or other account for which transactions may be performed using our Online Banking service.

'Consumer account' means an account established primarily for personal, family, or household use.

'Business account' means an account that is not a consumer account.

'Access codes' include the customer identification number, log-in, password and any other means of access to our Online Banking service we establish or provide for you.

Access Codes

To use our Online Banking service, you must use the access codes we establish or provide for you. Keep them confidential to prevent unauthorized use or loss to your accounts. Anyone to whom you give your access codes will have full access to your accounts even if you attempt to limit that person's authority. Additionally, that person will have full access to any other of your accounts which are accessed by those access codes, even if those accounts are in your name with another person.

None of our employees or employees of our affiliates will contact you via phone or e-mail requesting your access codes. If you are contacted by anyone requesting this information, please contact us immediately at our phone number shown in the section below entitled Notify us IMMEDIATELY for Unauthorized Transactions.

Protecting Your Personal Information

In addition to protecting your access codes, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online Banking service.

Individual Agreement for Online Banking Service

We do not have joint agreements for our Online Banking service. If you are an individual or sole proprietor, you are the only customer under this agreement. However, any of the accounts to which you have access through our Online Banking service may be jointly owned with, or joint obligations with, others.

Qualifying Accounts

We will tell you which types of accounts qualify for our Online Banking service. You must be a named owner/obligor on the account in our records for it to qualify. Any account requiring more than one signature for withdrawal, draw or transfer of funds does not qualify. You agree to provide us with any authority we require before we permit access to any qualifying account.

How to Use Our Online Banking Service

Please refer to the online help and instructions on how to use our Online Banking service. These instructions are part of this agreement.

Types of Online Banking Services

You, or someone you have authorized by giving them your access code (even if that person exceeds your authority), can instruct us to perform the following transactions:

- Transfer funds between qualifying accounts;
- Obtain information that we make available about qualifying accounts; and
- Obtain other services or perform other transactions that we allow.

Preauthorized Recurring Fund Transfers

To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

Communications Link and Your Equipment

It is your responsibility to obtain and maintain your online communications link to our Online Banking service to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary for obtaining our Online Banking service.

Limits on Online Funds Transfers

You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars.

For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Banking service. We also reserve the right to limit or suspend access to our Online Banking service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

If any qualifying accounts are money market deposit accounts or savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any specified period. The specified period for money market deposit accounts is the monthly statement period. The specified period for savings deposit accounts is a calendar month. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement, order or instruction. A total of only 3 of these kinds of withdrawals may be made by check, draft, debit card, or similar order payable to third parties.

When Online Funds Transfers are Made

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least 1 business day for us to process transfers.

Each transfer will be posted to any account with us from which it is made, and to any other account with us that is involved in the transaction, on the business day on which the transfer is made. Each transfer you make on a non-business day, or after our Online Banking cut-off time on any business day, will be considered made on the following business day. Information you obtain about your accounts using our Online Banking service may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

Our Liability for Failure to Complete Transfers from Consumer Accounts

If we do not complete a transfer from a consumer 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 exceptions. We will NOT be liable, for instance:

If, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds.

If any transfer would go over the credit limit of any account.

If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.

If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.

If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.

If you do not instruct us soon enough for your transfer to be received and credited.

If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction.

If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.

Business Days

Our Online Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Holidays are not business days.

Stopping or Changing Transfers

If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our Online Banking service no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change.

You may also call or write us at:

Customer Service

(800) 253-0362 or (605) 224-7391

Mailing Address:

BankWest, Inc.
420 S. Pierre St.
Pierre, SD 57501

or by using any electronic stop payment method which we provide for this purpose. If you call or write, you must do this in time for us to receive your request 3 business days or more before the transfer is scheduled to be made.

If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call.

If you order us to stop a preauthorized recurring transfer from a consumer account as described above, and we do not do so, we will be liable for your losses or damages.

Statements

Your funds transfers will be indicated on the monthly statements we provide or make accessible to you for the accounts with us that are involved in the transaction. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

Online Banking Fees

There is no fee for our Online Banking service.

Disclosure of Information to Others

See our separate 'Customer Information Privacy Notice' for more information about how we use customer information and your choices.

Your Liability for Authorized Transactions

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your access codes or take additional steps to prevent further access by such person.

Notify us IMMEDIATELY for Unauthorized Transactions

Tell us AT ONCE if you believe your access codes have been lost, stolen or otherwise compromised or used without your authorization. Quickly telephoning us is the best way of reducing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit).

You may call or write:

Customer Service

(800) 253-0362 or (605) 224-7391

Mailing Address:

BankWest, Inc.
420 S. Pierre St.
Pierre, SD 57501

If we provide you with another electronic means of notifying us for this specific purpose, you may use that means. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose.

Your Liability for Unauthorized Transactions From Consumer Accounts

This section applies only to transactions from consumer accounts.

If you tell us within 2 business days after you learn of the loss or theft of your access codes involving a consumer account, you can lose no more than \$50.00 if someone used them without your authority.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your access codes, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00.

Also, if your statement for a consumer account shows transfers covered by this agreement that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

Transfers Involving Insufficient Funds

If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

In Case of Errors or Questions About Transactions Involving Consumer Accounts

This section applies only to transactions covered by this agreement and that involve consumer accounts.

You may call or write:

Customer Service

(800) 253-0362 or (605) 224-7391

Mailing Address:

BankWest, Inc.
420 S. Pierre St.
Pierre, SD 57501

as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

Tell us your name and account number (if any).

Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error and why you need more information.

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 so that we receive it within 10 business days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will 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 10 business days, we are not required to provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error.

When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Changing Terms and Terminating This Agreement

This agreement will stay in effect until it is changed or terminated.

We have the right to terminate this agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. We may routinely terminate Online Banking service for customers that have not used the service within the first 30 days after activation or if the service has been inactive for a year.

We also have the right to make changes in this agreement at any time. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

You may terminate this agreement at any time by notifying us in writing. However any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

You are not permitted to alter or amend this agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

Waivers

No delay or omission by us in exercising any rights or remedies under this agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable against us.

Notices and Communications

Except as otherwise provided in this agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them.

You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

Recording

You agree that we may tape record any telephone conversations you have with us regarding the services covered by this agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

Attorney Fees

If we become involved in legal action to defend or enforce this agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

Law That Applies

Regardless of where you live or work or where you access our Online Banking service, this agreement is subject to the federal law of the United States of America the internal law of the State of South Dakota. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS:

Company Representative If You Are a Business Entity

If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue one set of access codes to a company representative. It is your responsibility to ensure that access codes are provided only to persons you authorize. You represent to us that each company representative and anyone else using your access codes has general authority from your company to give us instructions to perform transactions using our Online Banking service.

Each person using your access codes will have the ability to:

 Make transfers from qualifying accounts, regardless of the dollar amount of the transaction.

Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.

Obtain information that we make available about qualifying accounts.

Obtain other services or perform other transactions that we authorize or allow.

Allow anyone else to use those access codes to make transfers or obtain information or other services.

Your Liability for Transactions From Business Accounts

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a company representative has given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. You can terminate granted access codes yourself. You may call a branch representative for assistance with terminating an authorized user or company representative. We may have to change your access codes or take additional steps to prevent further access by such person.

Our system supporting our Online Banking service is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept instructions for transfers or other transactions from any person using valid access codes.

This is so even if the person obtaining access: Is

not a company representative.

Exceeds your authority or that granted by any company representative. Does

not have your authority.

Has had his/her authority changed or revoked.

Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative.

Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Banking service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down. (See the Notify us IMMEDIATELY for Unauthorized Transactions section above.)

You agree to promptly examine all account statements and any confirmations of transfers which we or other financial Institutions may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation.

You may call or write:

Customer Service

(800) 253-0362 or (605) 224-7391

Mailing Address:

BankWest, Inc.
420 S. Pierre St.
Pierre, SD 57501

as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

Limitations on Our Liability in Connection with Business Accounts

We will make every reasonable effort to provide full performance of our Online Banking system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Online Banking system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Other Services

We may provide you other services through our on-line banking platform which are not covered under this agreement. These services will have a separate agreement with specific terms and conditions.

THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO CUSTOMERS UTILIZING THE CLICKSWITCH AND CARDSWAP FUNCTIONS AVAILABLE THROUGH BANKWEST'S ONLINE BANKING PLATFORM:

These Terms of Use (the "Terms") set forth the terms and conditions that govern your access and use of the ClickSwitch automatic transaction switching service (the "ClickSwitch Service") and CardSwap software (the "CardSwap Service") provided by BankWest's vendor Q2 Software, Inc. ("Q2") through BankWest's online banking platform. The ClickSwitch Service and CardSwap service are collectively referred to as the "Q2 Services".

- 1. ClickSwitch Service.** The **ClickSwitch Service** is a personal finance management service that allows you to move your automatic transactions from accounts at existing financial institutions ("Existing Financial Institutions") to your accounts at a new financial institution ("New Financial Institution") or set up new automatic transactions (including online payments, automated payments and direct deposits) at a New Financial Institution.
- 2. CardSwap Service.** The CardSwap Service is a personal finance management service that allows you to update payment information for multiple payees through one simple interface. In addition to these Terms, your use of the CardSwap Service is also subject to the additional terms and conditions displayed for your review at the time you enroll in CardSwap.
- 3. Your Use of the Q2 Services.** You may access and use the Q2 Services solely for the purposes referenced above.
- 4. Account Information from Existing Financial Institutions.** With the ClickSwitch Service, to the extent the Switch Assist feature is enabled, you may direct the ClickSwitch Service to retrieve your information, including without limitation, data, passwords, usernames, PINs, log-in information, materials and other content ("Account Information"), maintained online by Existing Financial Institutions with which you have customer relationships, maintain accounts or engage in financial transactions. The ClickSwitch Service works with one or more online financial service providers ("Third Party Providers") under contract to access this Account Information. By using this feature of the ClickSwitch Service, you expressly authorize Q2 and such Third-Party Providers to access and use this Account Information for purposes of providing the Service. Neither BankWest nor Q2 makes any effort to review the Account Information for any purpose, including but not limited to accuracy, legality or non-infringement.
- 5. Your Responsibilities and Agreements.** You may not access or use the Q2 Services if you are not of

legal age to form a binding contract. If you access or use the Q2 Services, you represent that you have the capacity to be bound by these Terms or, if you are acting on behalf of a company or legal entity, that you have the authority to bind such company or legal entity. You agree (i) you will not use the Service for any purpose that is unlawful or is not permitted; (ii) your use of the Q2 Services is at your sole risk and that you will be solely responsible for any damages. You also agree you will provide true, accurate, current and complete Account Information about your accounts when using the Q2 Services, will keep your registration information, including but not limited to your username and password, updated, and will maintain the security of your registration information. If you become aware of any unauthorized use of your registration information, you will notify Q2 immediately at **866-410-6761, option 2**.

6. Online Alerts. Q2 may from time to time provide automatic alerts and voluntary account-related alerts to inform you of the status of the account and transaction switch service. You agree to receive all such required notices electronically to the email address you have provided as your primary email address for the Q2 Services.

7. Disclaimer of Representations and Warranties. ALL Q2 SERVICES ARE PROVIDED TO YOU ON AN “AS-IS” AND “AS AVAILABLE” BASIS. BANKWEST MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE Q2 SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. BANKWEST MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT OR OF THE SERVICE, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE.

8. Rights and Power of Attorney You Grant to Q2 in Connection with ClickSwitch. By submitting Account Information to Q2 through the Switch Assist feature of the ClickSwitch, you are licensing the Account Information to Q2 solely for the purpose of providing the Clickswitch Service. Q2 may use and store the Account Information, but only to provide the ClickSwitch to you and as otherwise provided in this Agreement. By submitting the Account Information to Q2, you represent that you are entitled to submit it to Q2 for use for this purpose, without any obligation by BankWest or Q2 to pay any fees or other limitations. When you use the Service, you may be directly connected to the website for the Existing Financial Institutions you have identified. Q2 will submit Account Information, including usernames and passwords, that you provide to log you into the site of the Existing Financial Institutions. You hereby authorize and permit Q2 to use and store Account Information submitted by you to the ClickSwitch Service to accomplish the foregoing and to configure the ClickSwitch Service so that it is compatible with the Existing Financial Institutions' sites for which you submit your information.

You hereby grant Q2 a limited power of attorney, and appoint Q2 as your attorney-in-fact and agent, to (i) access Existing Financial Institutions' sites, New Financial Institution's sites, employer sites, benefits provider sites, and payroll provider sites, (ii) retrieve and use your Account Information, and (iii) process the transfer of your automatic transactions from accounts at Existing Financial Institutions to your accounts at the New Financial Institution, in each case with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN Q2 IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM EXISTING FINANCIAL INSTITUTIONS' SITES, Q2 IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE EXISTING FINANCIAL INSTITUTIONS.

9. Intellectual Property Rights, Access and Interference. The contents of the Q2 Services, including its “look and feel” and other material are protected under both United States and other applicable copyright, trademark and other laws. The Q2 Services and their contents belong or are licensed to Q2. No reproduction, distribution, or transmission of the copyrighted materials of the Service is authorized without the prior written permission of Q2. In using the Q2 Services, you agree that you will not: use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, navigate, search, acquire, copy or monitor the Q2 Services or any portion of the Q2 Services, other than the search search agents available through the Q2 Services or generally available third-party web browsers (such as Microsoft Explorer); post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Q2 Services; or attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Q2 Services.

10. Limitations on Liability. BANKWEST AND ITS VENDOR(S) SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM (I) YOUR ACCESS OR USE OF THE Q2 SERVICES ON THESE TERMS, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE Q2 SERVICES, (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE Q2 SERVICES, (IV) ANY LATE PAYMENTS, PENALTIES OR OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF MISSED OR LATE PAYMENTS THAT OCCUR IN CONNECTION WITH YOUR USE OF THE Q2 SERVICES, INCLUDING FAILURE BY A BILLING ENTITY TO SWITCH YOUR ACCOUNTS, OR (V) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA, IN EACH CASE EVEN IF BANKWEST AND/OR ITS VENDOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Your Indemnification of Q2 and its licensor(s). You agree to defend, indemnify and hold harmless BankWest, its parents, subsidiaries, agents, affiliates, customers, vendors, officers and employees, and the New Financial Institution, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorney's fees and cost) arising from: (i) your use of and access to the Q2 Services, or any information that is submitted via your registration information; or (ii) your violation of any term of these Terms.

12. Termination of your account and the Service. BankWest or its vendor(s) may terminate or suspend your access and use of the Q2 Services in whole or in part and/or your account immediately, without prior notice or liability, for any reason or for no reason, including without limitation, if you breach any of the terms or conditions of these Terms. Upon termination of your account, your right to use the Q2 Services will immediately cease.

If you wish to terminate your Q2 account for the Q2 Services, you may discontinue your use of the Service by calling **866-410-6761, option 2** to express your request, or by sending mail to the following postal address: **Q2 Software, Inc., 10355 Pecan Park Blvd., Austin, TX 78729**

All provisions of these Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.