

Online Banking Agreement

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This agreement may be changed from time to time by posting the new Terms of Use on the website. All users agree to be subject to this agreement as it changes from time to time.

This agreement and the use of this website are governed by the laws of the State of Colorado.

Terms and Conditions

This is your bill paying agreement with **Park State Bank & Trust**.

You may use **Park State Bank & Trust** bill paying service, **BillPay**, to direct **Park State Bank & Trust** to make payments from your designated checking account to the Payees 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.

DEFINITIONS

"**Park State Bank & Trust**" means your Financial Institution

"**You**" or "**Your**" means each person your customer authorizes to use the service

"**Payee**" means anyone, including the Financial Institution, that your customer designates and the Financial Institution accepts as a **Payee**.

SERVICE FEES

See the **Park State Bank & Trust** fee schedule for current Service Fees.

HOW TO SET UP PAYEES/PAYMENTS

If you want to add a new PAYEE, select the Payee tab located in the service or speak to a service representative.

You may add a new fixed payment to a Payee by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.

The Financial Institution reserves the right to refuse the designation of a Payee for any reason.

You may pay any Payee with-in the United States (including U.S. territories and APOs / AEOs).

The Financial Institution is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

THE BILL PAYING PROCESS

Single Payments a single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payments processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Financial Institution, is currently 2:00 PM MT.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payments processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments - When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

If the recurring payments Pay Before option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.

If the recurring payments Pay After option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

SINGLE AND RECURRING PAYMENTS

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payees.

CANCELLING A PAYMENT

A bill payment can be changed or cancelled anytime prior to the cutoff time on the scheduled processing date.

AVAILABLE FUNDS

This section can be used to discuss the Financial Institutions right to make decisions regarding the bill payment. The cut-off time is established by the Financial Institution.

LIABILITY

You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number (PIN).

If you want to terminate another person's authority to use the Bill Pay service, you must notify the Financial Institution and arrange to change your PIN.

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 Payee 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.

AMENDMENT

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.

TERMINATION

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.

Online Banking Agreement This Agreement is a contract which establishes the rules that cover your electronic access to your accounts at Park State Bank & Trust through Online Banking. By using Online Banking, you accept all the terms and conditions of this Agreement. Please read it carefully. The terms and conditions of the deposit agreements and disclosures for each of your accounts as well as your other agreements with Park State Bank & Trust, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal laws and the laws of the State of Colorado. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Park State Bank & Trust successors and assignees. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement and Fee Schedule, constitutes the entire agreement between you and Park State Bank & Trust with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Definitions: As used in this Agreement, the words "we", "our", "us" mean Park State Bank & Trust. "You" and "your" refer to the accountholder authorized by Park State Bank & Trust to use Online Banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through Online Banking. "Account" or "accounts" means your accounts at Park State Bank & Trust. "Electronic funds transfers" means ATM withdrawals, pre-authorized transactions, point of sale transactions, transfers to and from your Park State Bank & Trust accounts using Online Banking, including bill payments. "Online Banking Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. The term "Business days" means Monday through Friday. Holidays are not included. Access: To use Online Banking, you must have at least one account at Park State Bank & Trust, access to Internet service, and an e-mail address. Online Banking can be used to access only the Park State Bank & Trust accounts which you have been designated as an account owner. Online Banking Services: You can use Online Banking to check the balance of your Park State Bank & Trust accounts, view account histories, transfer funds between your Park State Bank & Trust accounts, view

statements, change your address, and pay bills from your Park State Bank & Trust accounts in the amounts and on the dates you request, if you have Bill Pay. Hours of Access: You can use Online Banking twenty-four hours a day, seven days a week. Some or all Online Banking services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the Online Banking website located at: www.psbtrust.com. Customer Service Support for Online Banking: Is available from 8:30 a.m. to 5:00 p.m. Mountain Standard Time, (MST) Monday - Friday. Please call (719) 687-9234. Online Bill Pay Support: Is available by calling 1-855-874-7605. Your Password: For security purposes, you are required to change your password upon your initial login to Online Banking. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to Online Banking will be suspended. To re-establish your authorization to use Online Banking, you must contact us to have your password reset or to obtain a new temporary password. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, and date of birth, names of children, and should be memorized rather than written down. Security: You understand the importance of your role in preventing misuse of your accounts through Online Banking and you agree to promptly examine your paper/electronic statement for each of your Park State Bank & Trust accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Online Banking is encrypted to provide transmission security and Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the Online Banking system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Online Banking, or e-mail transmitted to and from us, will not be monitored or read by others. Fees and Charges: There is no charge for Online Banking, Bill Pay has a per item fee, after the 6th transaction. You agree to pay any additional reasonable charges for services you request

which are not covered by this Agreement. You are also responsible for telephone and/or Internet service fees you may incur in connection with your use of Online Banking. Posting of Transfers: Transfers initiated through Online Banking before 6:00 p.m., Mountain Standard Time, on a business day are posted to your account the same day. Transfers completed after 6:00 p.m., Mountain Standard Time, on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. Online Banking identifies transfers based upon the login ID of the user who made the electronic transfer.

Accordingly, you understand and acknowledge that the View Postings screens in both the Transfer and Bill Payer menu options of Online Banking will not reflect transfers made by multiple users from the same account if different login IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts. Overdrafts (Order of Payments, Transfers, and other Withdrawals): If your account has insufficient funds to perform electronic fund transfers you have requested for a given business day, then: (1) Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority, (2) Electronic fund transfers initiated through Online Banking that would result in an overdraft of your account may, at our discretion, be cancelled, (3) In the event the electronic fund transfers initiated through Online Banking which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account. Limits on Amounts and Frequency of Online Banking Transactions: The number of transfers from Park State Bank & Trust accounts and the amounts that may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. Stop Payment Requests: The ability to process a stop payment request will depend on the payment method and whether a check has cleared. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule. If you make your stop payment request, we may also require you to put your request in writing and provide it to us within 14 days after your call. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account. Disclosure of Account Information and Transfers: You understand that information about your accounts or the transfers that you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use

the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant call to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintenance of your account or in connection with approving your access to Online Banking. You agree and hereby authorize all these transfers of information.

Periodic Statements: You will not receive a separate Online Banking statement. Transfers to and from your accounts using Online Banking will appear on the respective periodic paper and/or electronic statements for your Park State Bank & Trust accounts.

Change in Terms: We may change any term of this Agreement at any time. If the change would result in increased fees for any Online Banking service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the website or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any subject Online Banking Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments: Contact us as soon as you can, if you think your paper/electronic statement is wrong, or if you need more information about a transfer listed on your paper/electronic statement. Call us at (719) 687-9234. We must hear from you no later than 60 days after we sent or made available to you the FIRST statement upon which the problem or error appeared. When you contact us: (1) Tell us your name and account number. (2) Describe the error or 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. (3) Tell us the dollar amount of the suspected error. (4) If the suspected error relates to a bill payment made via the Online Bill Payment Service, please note the bill payment reference number and contact the Bill Payment Support Line at 1-855-874-7605. To find this, go to the "View Bill History" from the main screen; each payment has a "View Detail" link. When you click on the link, it shows the payment detail and provides the link to send a secure "payment inquiry". If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in writing by postal mail or fax within 10 business days.

We will communicate to you the results of our investigation within 10 business days after you contact us 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 in the form of a paper writing within 10 business days, we may not provisionally credit your account. We will tell you about the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

Our Liability for Failure to Make a Transfer: If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance: (1) If, through no fault of ours, you do not have enough money in your account to make a transfer. (2) If a legal order directs us to prohibit withdrawals from the account. (3) If your account is closed, or if it has been frozen. (4) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts. (5) If you, or anyone authorized by you, commits any fraud or violates any law or regulation. (6) If any electronic terminal, telecommunication device, or any part of the Online Banking electronic fund transfer system is not working properly, and you knew about the problem when you started the transfer. (7) If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee assigned account number, payment date, and payment amount for the payee on a bill payment. (8) If you have not properly followed the on-screen instructions for using Online Banking. (9) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

Your Liability for Unauthorized Transfers: CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). Also, if your paper/electronic statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper/electronic statement was mailed or made available to you, you may not get back any money you lost through transactions made after the 60-day time period 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 contacting us, we will extend the time period. Disclaimer of Warranty and Limitation of Liability: We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Banking Services provided to you under this Agreement. We do not and cannot warrant that Online Banking will operate without errors, or that any or all Online Banking Services will always be available and operational. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking; including, loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Park State Bank & Trust and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking. Your Right to Terminate: You may cancel your Online Banking service at any time by providing us with written notice. Your access to Online Banking will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation. Our Right to Terminate: You agree that we can terminate or limit your access to Online Banking Services for any of the following reasons: (1) Without prior notice, if you have insufficient funds in any one of your Park State Bank & Trust accounts. Online Banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits. (2) Upon reasonable notice, for any other reason at our sole discretion. Communications between Park State Bank & Trust and You: Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways: E-mail: You can contact us by e-mail at frontdesk@mypsb.com (Please note that banking transactions through Online Banking are not made via e-mail.) Telephone: You can contact us by telephone at (719) 687-9234. Facsimile: You can contact us by fax at (719) 687-8704. Postal Mail: You can write to us at: Park State Bank & Trust ATTN: Personal Banking PO Box 9 Woodland Park, CO 80866

Electronic Delivery of Bank Statements Agreement & Disclosure Before enrolling in Park State Bank & Trust E-Statement service to access your statement online, we must obtain your consent and acceptance of the terms outlined below. E-Statement Services If you elect to receive your Bank statements through electronic delivery, you will no longer receive paper statements through the US Postal Service. There is no fee for this service. If at any time you wish to receive a copy of a bank statement in paper copy, you may request it by

contacting your local branch. Our regular research fees apply. You will be able to view your E-Statement from your screen, print it for permanent storage, or save it as a file on your personal computer. Your consent to this electronic delivery, evidenced by your clicking “submit application for E-Statements” at the end of this agreement, authorizes the Bank to forward to you electronically your periodic bank statements and any other disclosures that the bank might send to you, such as Annual Privacy Notices or other required disclosures relating to your accounts. Savings account statements will be available by electronic delivery on a quarterly basis. If your e-mail address should change, it is your responsibility to notify the bank immediately of your new e-mail address. All e-mail address change requests must be made in writing to the following: Park State Bank & Trust ATTN: Personal Banking PO Box 9 Woodland Park, CO 80863 If we are made aware, through electronic notification, that the e-mail address we have on file for you is not accurate, we will attempt to mail a paper copy of your statement to the last known postal address we have on file for the related account(s). Receiving this electronic notification two consecutive months will result in automatic termination of the service. You will then begin to receive monthly paper statements and must re-enroll in the service upon providing updated contact information to the bank.

Statement Notification When your account statement is generated, it immediately becomes available. You can retrieve or view your statement anytime thereafter; however, we recommend that you promptly review, print and/or download the statement to verify that all information related to your account is accurate. Your responsibility to report e-statement errors to us is the same as if you had received a paper statement.

System Requirements to Receive E-Statements Opting for the E-Statement service requires that you have access to a personal computer with a web browser, an Internet Service provider and Adobe Acrobat Reader for viewing your statements. You will need a printer if you want to create a paper copy of your statements. By completing an E-Statement application, you confirm that you have the equipment that provides the ability to receive and retain electronic statements and disclosures. From time to time, we may make upgrades to our hardware and software systems. You will be notified of these upgrades and any additional requirements necessary to continue to receive statements and disclosures electronically.

Termination of Service This agreement will remain in effect until terminated by you or the Bank. You may cancel your E-Statement service at any time by providing a written notice by US Mail to: Park State Bank & Trust ATTN: Personal Banking PO Box 9 Woodland Park, CO 80863 The E-Statement service will be terminated immediately upon receipt of proper notification

Download File – Biometric Enroll

Terms and Conditions for Enabling Biometric Authentication with the Park State Bank & Trust's Mobile Banking.

To enable biometric authentication (using Touch ID, Fingerprint, or Face ID), you are required to save your Bank Online ID on this device. Park State Bank & Trust does not control the functionality of Touch ID, Fingerprint, or Face ID and does not have access to your fingerprint(s) or facial recognition information. If any other individual has registered a biometric characteristic (such as a fingerprint) on this device or is able to access this device due to a biometric characteristic similar to yours (as may be possible via facial recognition applications), that individual will also be able to access this application without entering a username or password. You are solely responsible for all activities that occur using the Bank Mobile app. We expressly disclaim any liability with respect to unauthorized use of the Bank Mobile app via biometric authentication. Notify us immediately if you think that any unauthorized access has occurred.

For more information on how biometric functionality works for your device, please refer to your device manufacturer's support resources. There may be circumstances where biometric authentication will not function as expected and you may be required to provide your username and password to sign in.

By choosing Accept, you agree to these Terms and Conditions. Choose Decline to cancel set up.

External Transfer Agreement