

Online Banking Agreement

This Online Banking Agreement ("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.

Definitions: As used in this Agreement, the words:

- "We", "our", and "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.
- "Business days" means Monday through Friday. Holidays are not included.

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 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 constitutes the entire agreement between you and Park State Bank & Trust with respect to Online Banking, and there are no other understandings or agreements regarding Online Banking outside of this Agreement.

Access: To use Online Banking, you must have at least one account at Park State Bank & Trust, access to the Internet, 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, and change your address. You may also 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 may 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.bank.

- Customer Service Support for Online Banking is available from 8:00 a.m. to 5:00 p.m. Mountain Time, (MT) Monday – Friday by calling (719) 687-9234.
- Chat Support for Online Banking is available from 9:00 a.m. to 5:00 p.m. Eastern Time (ET) through the Bill Pay platform.
- Online Bill Pay Support is available from 8:00 a.m. Eastern (ET) to 8:00 p.m. Eastern Time (ET) by calling 1-855-874-7605.
- After-Hours Support is available beginning at 8:00 p.m. Eastern Time (ET), weekends, and Federal Holidays 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 carry out instructions received from you with regards to your online banking profile. 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.
- You are required to 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, date of birth, or sports teams. Your password should be memorized rather than written down, or randomized and saved through your device/browser.

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 to your accounts. Data transferred via Online Banking is encrypted to provide security during transmission 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 e-mail, occur openly on the Internet, which can potentially be intercepted 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. 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, will be posted on the next business day. Saturday, Sunday, and banking holidays are not business days.

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 Transfers 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, and
- (2) Electronic fund transfers initiated through Online Banking that would result in an overdraft of your account may, at our discretion, be cancelled, and
- (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.

Funds Availability: 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. Please see our Funds Availability Disclosure for additional information. **Mobile deposits are subject to the current Funds Availability Disclosure.**

Stop Payment Requests: The ability to process a stop payment request will depend on the payment method and whether the item has already 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. ²

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. 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 a 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. 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 Online Banking Services indicates your acceptance of the change in terms.

Fee Waivers: 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.

Errors, Disputes, 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.

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in writing within 10 business days.

Dispute Resolution: 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 writing within 10 business days, we may not provisionally credit your account or we may revoke provisional credit if already issued. We will tell you the results within three business days after completing our investigation.

If we determine 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 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) if we are not informed in a timely manner.

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 that money had you told us in time.

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. This includes 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) With 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 info@psbtrust.bank (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.
- **Secure Online Banking Message:** You may message us securely within our OLB platform.
- **Facsimile:** You can contact us by fax at (719) 399-0469.
- **Postal Mail:** Park State Bank & Trust ATTN: Personal Banking PO Box 9 Woodland Park, CO 80866

Electronic Delivery of Bank Statements Agreements & Disclosures: There is no fee for this service. Before enrolling in Park State Bank & Trust's E-Delivery service to access your statements online, we must obtain your consent and acceptance of the terms outlined below. If you elect to receive your bank

statements from us through electronic delivery, you will no longer receive paper statements through the US Postal Service.

You will be able to view your account 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, by enrolling your account for e-Delivery on the Online Banking platform, authorizes Park State Bank & Trust 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.

If at any time you wish to receive a paper copy of a bank statement, you may request it by contacting us. Our regular research fees apply.

If your e-mail address changes: 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 Bank using a method specified in the **Communications between Park State Bank & Trust and You** section above. We may take further steps to verify your identity upon receiving your request. 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 your E-Statement service. You will then begin to receive monthly paper statements and must re-enroll in the E-Statement 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 if these upgrades make additional requirements necessary to continue to receive statements and disclosures electronically.

Termination of E-Statement Service: This agreement will remain in effect until terminated by you or by the Bank. You may cancel your E-Statement service at any time by providing a written notice to the Bank using a method specified in the **Communications between Park State Bank & Trust and You** section above. We may take further steps to verify your identity upon receiving your request. The E-Statement service will be terminated immediately upon our receipt of proper notification.