



FIRSTwestern TRUST

Online Banking Service Agreement

Table of Contents:

1. General Description of Online Banking Service Agreement
2. Online Banking Services
3. Description of Online Banking Services
4. Other Terms and Conditions
5. Additional Provisions

1. General Description of Online Banking Service Agreement

A. What This Agreement Covers

This Online Banking Service Agreement (this “**Agreement**”) between you (“**you**”) and First Western Trust Bank (“**Bank**”) governs the use of online banking (“**Online Banking**”) services. These services permit Bank consumer customers to perform a number of banking functions through the use of a personal computer or, for some functions, a mobile device (as discussed in [Section 2.C](#)), on accounts linked to the service. Unless indicated otherwise by the context, “linked Bank accounts” or “linked accounts” refers to all of your eligible accounts with Bank or its affiliates that you have linked to Online Banking services. Bank reserves the right to determine, in its sole discretion, those Bank accounts that are eligible to be linked by you to Online Banking services. Bank may provide you with online banking help pages, quick reference guides, or other operating procedures (the “**User Guides**”) in connection with certain services. You agree to: (1) comply with the User Guides that Bank provides or makes available to you; and (2) take reasonable steps to protect the confidentiality and security of any proprietary property or information that Bank provides to you in connection with the Online Banking services. Except as otherwise specifically provided, as used in this Agreement, (i) “**Applicable Law**” means all federal, state or local laws or regulations, or any other requirements, official commentaries or guidance of any agency or division of the federal government or any state or local government; (ii) “**Business Day**” has the meaning set forth in [Section 4.D](#); (iii) “**Consumer account**” means an account established primarily for personal, family, or household purposes; (iv) “**Bank**,” “**we**” and “**us**” refers to First Western Trust Bank; and (v) “**you**” and “**your**” refer to a user of Bank’s Online Banking services who has enrolled in Bank’s Online Banking services.

B. Accepting the Agreement

When you use any of the Online Banking services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of this entire Agreement.

Relation to Other Agreements

Your use of Online Banking services may also be affected by the agreements between you and us for your linked Bank accounts. When you link an account to Online Banking services, you do not change the agreements you already have with us for that account. For example, when you use Online Banking services to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Online Banking. Except as otherwise provided in this Agreement, where any terms and conditions contained in any other agreements between us for your linked Bank accounts conflict with the terms of this Agreement, the terms of this Agreement control unless the other agreement to which Bank is a party provides that its terms shall prevail.

2. Online Banking Services

If you access Online Banking through Bank's "Mobile Banking" (as defined in [Section 2.C](#)) services or applications, or through an indirect service, all of the features of Online Banking may not be available. To access all of the features and services offered by Online Banking, sign in directly through our web site at <https://myfw.com> from a personal computer. Within Online Banking, you can also access optional services such as the *Online Bill Pay* service and the External Transfer service. Refer to this Agreement, your deposit account agreement ("**Account Agreement**") and fee schedule for information on fees for Online Banking services.

A. Online Banking

You may use Online Banking to:

- View current balance information for your linked Bank checking, savings, money market and/or certificate accounts.
- Review available transactions for your linked accounts.
- Transfer funds between your linked accounts on either a one- time or recurring basis.
- Make payments from your linked Bank checking or savings accounts to a linked Bank loan account.
- Perform self-service account maintenance such as re-ordering checks, viewing copies of paid checks, viewing copies of monthly checking or saving statements, stopping payment on checks, requesting changes to address, phone number and email address, changing your Online ID and Online password.

- Send us secure online mail messages and questions regarding your Online Banking services.

Some of the above services may not be available for certain accounts, or if you access Online Banking through Mobile Banking Apps, Mobile Web, or Mobile Banking – SMS.

B. Online Bill Pay Service

In addition to the Online Banking features listed in [Section 2.A](#) above, Bank customers with eligible linked accounts may also enroll to use the optional *Online Bill Pay* service described in Section 3.B of this Agreement provided by Bank.

If you are a Bank customer with an eligible linked account, you may use the *Online Bill Pay* service to make one-time or recurring payments online from your linked checking account(s) to companies or individuals (“**Payees**”) you select. For customers with an eligible account, you may use the E-Bill presentment and delivery feature to:

- Receive bills from participating Payees
- View Payee bill summary and bill detail information

C. Mobile Banking Services

In addition to the Online Banking features listed in [Section 2.A](#) above, Bank customers who have eligible linked accounts and approved “Mobile Devices” (as defined in [Section 3.H](#) below), may enroll to use certain optional mobile banking services (collectively, “**Mobile Banking**”), which allow you to conduct certain banking functions through the use of your approved Mobile Device.

D. MyFW Alerts Service

In addition to the Online Banking features listed in [Section 2.A](#) above, Bank customers with eligible linked accounts may also enroll to use the optional MyFW Alerts service described in Section 3.I of this Agreement provided by Bank, which will allow you to request and receive messages about your linked accounts through email, SMS service or Online Banking.

E. External Transfer Service

In addition to the Online Banking features listed in [Section 2.A](#) above, Bank consumer customers with eligible linked accounts may use the External Transfer service described in [Section 3.G](#) to transfer funds to or from your eligible linked account at Bank and any other Consumer account held by you at another U.S. financial institution.

F. Person-to-Person (P2P) Payment Service

In addition to the Online Banking features listed in [Section 2.A](#) above, Bank consumer customers with eligible linked accounts may use the Bank’s person-to-person (P2P) payment

service to send funds to another individual's account at a U.S. financial institution. The terms of the P2P service are described in a separate agreement. Contact your Private Banker for more information about our current P2P service and agreement.

Description of Online Banking Services

G. Transfers (does not apply to External Transfers, except as otherwise provided)

- **Processing of Transfer Requests**
 - Transfers can be made in two ways, on a one-time or recurring basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals.
 - One-time immediate transfers can be made from a linked Bank checking or savings account to most linked Bank accounts.
 - Scheduled and recurring transfers can be made from a linked Bank checking or savings account to a linked Bank checking or savings account.
 - Transfers from a deposit account are immediately reflected in the account's available balance.
- **Scheduled and Recurring Transfers**
 - Transfers scheduled for a weekend, or a non-Business Day will be processed on the following Business Day. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the Business Day requested.
- **Transfers to Loan Accounts**
 - Funds transferred as a payment to a loan account before 8:00 p.m. Mountain Time will be credited with the date the payment is submitted. Transfer payments submitted after 8:00 p.m. Mountain Time will be credited with the next business day's date. Updates to account balances, funds availability, and transaction posting may take up to two Business Days.
 - Not all loans are eligible for online payments.
- **Transfers to Deposit Accounts**
 - Funds transferred to a deposit account (excluding transfers from a loan account) prior to 8:00 p.m. Mountain Time on a Business Day will appear with the same day's date in the deposit account transaction history.
 - Transfers to any deposit account on a Saturday, Sunday or Bank holiday, will appear with our next Business Day's date in the deposit account transaction history.
 - All transfers submitted to a deposit account (such as checking or savings) are

immediately reflected in the account's available balance.

H. Online Bill Pay Service

- **Description of Online Bill Pay Service**

If you have requested and been approved to use the Online Bill Pay Service, you will have the ability to make one-time or recurring payments from designated linked checking Account(s) (the "**Bill Pay Account(s)**") to Payees that you select via the Online Bill Pay System. (Payments made via the Online Bill Pay Service are hereinafter referred to as "**Bill Payments**"). You will also have the ability to receive bills electronically from participating Payees. You understand and agree that Bank may use a third-party vendor to process Bill Payments.

- **Eligible Accounts and Payees**

The Online Bill Pay Service is restricted to linked checking Accounts. Customer understands that savings or money market accounts may not be used to make payments via the Online Bill Pay Service. Customer also understands and acknowledges that the Bank reserves the right to restrict Payees or categories of Payees to whom payments may be made using the Online Bill Pay Service. International payments and payments to state or Federal governmental units or entities are not permitted to be made via the Online Bill Pay Service. Payees must have a valid U.S. mailing address.

- **Limitation on Payment Transactions**

The dollar limits for consumer bill payment transactions are as follows:

The default limit for bill pay service is:

- \$9,999.99 per payment maximum
- \$9,999.99 total payments per day maximum
- A higher bill pay limit may be available.

For Security reasons, Bank may change Bill Payment limits from time to time. To avoid an overdraft or a missed payment, funds available in your Bill Pay Account on the "Payment Date" (as defined hereinafter) must be sufficient to cover the amount of all Bill Payments. If you do not have sufficient funds in your Bill Pay Account, Bank may, at its sole option, make Payments. This could cause your Bill Pay Account to be overdrawn and an insufficient fee to be charged.

- **Scheduling and Processing of Payments**

You acknowledge that, even though many Bill Payments will be sent electronically to the Payee, some Bill Payments will be sent by paper check via the U.S. Mail. You authorize Bank or its third-party vendor to choose the method of transmission of any Bill Payment initiated by you. You must provide a Payment Date for each payment, whether recurring or non-recurring (single). The "**Payment Date**" is the date that you

want the Payee to receive its payment. The Payment Date must be on or before the date that payment is due as required by Payee. When scheduling the Payment Date, you should not include any grace period that the Payee may allow.

YOU UNDERSTAND AND AGREE THAT, TO ALLOW FOR PROCESSING AND MAILING, IF APPLICABLE, YOU MUST SCHEDULE OR TRANSMIT PAYMENT INSTRUCTIONS AT LEAST FIVE BUSINESS DAYS PRIOR TO THE PAYMENT DATE FOR ELECTRONIC PAYMENTS AND 10 BUSINESS DAYS PRIOR TO THE PAYMENT DATE FOR CHECK PAYMENTS. BANK IS NOT RESPONSIBLE FOR DELAYS IN MAIL.

You may enter a Bill Payment request as a one-time transaction or a recurring transaction. Bill Payments may be scheduled up to one year in advance of the Payment Date. Any recurring Bill Payment must have a fixed frequency and amount. Once you have requested a recurring Bill Payment, the Bill Payment will be made regularly by Bank without further request from you.

You are responsible for taking any necessary corrective action if a Bill Payment is rejected for any reason and making sure that Bill Payments have not been rejected. You agree to notify Bank if you receive notice from a Payee that any payment through the Online Bill Pay Service has not been completed or remains unpaid.

If the Online Bill Pay Service is unavailable for any reason, or the Internet Service that you have chosen is unavailable, you are responsible for paying your bills by other means.

- **Liability**

By using the Online Bill Pay Service, you authorize Bank and/or its third-party vendor to follow the payment instructions that you provide to Bank via the Online Bill Pay Service and to make payment to the Payees that you designate. However, Bank shall not be obligated to make any payments unless your Bill Pay Account has sufficient available funds on the Payment Date.

If Bank does not complete a Bill Payment on time or in the correct amount (provided you have given Bank the correct necessary information, selected a timely Payment Date, and scheduled or transmitted payment instructions at least five Business Days before the Payment Date for electronic payments and 10 Business Days before the Payment Date for check payments), Bank will pay any late fee as long as your account is in good standing with the merchant or other Payee. Bank will not be liable for any loss, injury, or damage, whether direct, indirect, special, consequential, exemplary, economic, or otherwise, caused by the Online Bill Pay Service or the use of the Online Bill Pay Service except as otherwise expressly provided for in this Agreement or by Applicable Law. Without limiting the foregoing, Bank shall not be liable if you have not provided Bank with complete and correct payment information, including, without limitation, the name, address, account number and payment amount for the Payee on any Bill Payment instruction. Bank is not responsible for what happens to a payment

once it is received by the Payee, including any applicable finance charges and late fees, or any other action taken by a Payee resulting from a payment that arrives late because payment instructions were not scheduled or transmitted timely, the Payment Date selected by you was not timely, or if you give any incorrect or incomplete Bill Payment Instruction(s) or addresses.

- **Cut-Off Times**

Payments entered on the Online Bill Pay System before 8:00 p.m. Mountain Time on each Business Day will be scheduled and begin processing on the same Business Day. Payments entered after 8:00 p.m. on a Business Day or on a day that is not a Business Day will be scheduled and processed the next Business Day. Scheduled recurring Bill Payments that fall on a weekend, or a non-Business Day will be processed on the following Business Day.

- **Canceling or Changing Payments**

Bill Payments may be cancelled or changed prior to 8:00 p.m. Mountain Time on the date the Bill Payment is scheduled to be processed in accordance with any User Guide or online instructions. Bill Payments that are scheduled for the current day, and Bill Payments that have otherwise been completed, cannot be changed, or cancelled.

- **E-Bills**

E-Bills is a feature of the Online Bill Pay Service that enables you to receive bills electronically from participating Payees. You understand and acknowledge that Payees establish their own criteria for reviewing a request to receive e-bills and have sole discretion to accept or decline your request. Bank takes no responsibility if a Payee does not provide the necessary data to forward an e-bill in a timely manner. If you do not receive a bill, it is your responsibility to contact the Payee directly. Bank is not responsible for any late charges or other adverse consequences if a bill is not received timely. Any questions regarding bill details should be directed to the Payee.

I. Limitations and Dollar Amounts for Transfers (does not apply to External Transfers)

- Transfers made using Online Banking are subject to the available balance in the account.
- One-time immediate transfers between linked Bank accounts can be for any amount.
- Scheduled and recurring transfers between linked Bank accounts can be for any amount.
- All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the transfer system.

J. Transfer/Payment Authorization and Sufficient Available Funds

- You authorize Bank to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers and payments.
- You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal.
- The completion of a transfer or payment is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. Refer to the applicable Account Agreement and fee schedule for details. If you schedule a payment from an account maintained at another financial institution and there are insufficient funds in that account, you may be charged a fee by that financial institution.
- At our option, we may make a further attempt to issue the payment or process the transfer request.
- Bank is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer within Online Banking.

K. Canceling/Deleting Transfers (does not apply to External Transfers)

- Future-dated and recurring transfers can be canceled/deleted within Online Banking so long as the transfer is listed under the “Pending Transfers” tab. If the transfer’s status is no longer a “Pending Transfer,” you can no longer cancel/delete it. Canceling/deleting any reoccurring transfer will cancel/delete all future transfers in the series. After you cancel/delete a future-dated transfer, the status changes to “Canceled.” Canceled transfers remain under Review Transfers.

L. Our Liability for Failure to Cancel or Stop the Transfer

If you attempt to cancel a transfer in accordance with the above instructions and we do not do so, we will be liable for your losses or damages.

M. Accounts Linked to your Online Banking Services

When you first set up your Online ID, we will link all of your eligible Bank accounts. If you open an additional eligible Consumer account at a later date such account will automatically be linked to the Online Banking Services. If you want to limit the accounts linked or the

activity level assigned to an account, contact your Private Banker to discuss the available options with you.

N. Mobile Banking Services

- **Defined Terms**

When used in this Agreement, the term “**Mobile Banking**” means a suite of services that we make available, enabling you to conduct banking transactions with us by using your Mobile Device. “**Mobile Device**” means a cellular telephone or similar wireless communications device (1) that is installed with Mobile Banking applications permitted by us (“**Mobile Banking Apps**”) that you have downloaded in order to conduct Mobile Banking transactions, or (2) that is capable of conducting Mobile Banking transactions by using other protocols we may choose to permit, such as the Wireless Application Protocol through the use of the web site <https://myfw.com> (“**Mobile Web**”) or text (SMS) messaging (“**Mobile Banking – SMS**”). We reserve the right to change the Mobile Banking Apps, Mobile Web, Mobile Banking – SMS and other protocols that we allow for Mobile Banking at any time without prior notice.

- **Mobile Banking Part of Online Banking Service**

Mobile Banking is part of our Online Banking service and is available only to customers that are already enrolled in our Online Banking service.

- **Mobile Banking Functions**

To access Mobile Banking services and functions, your Mobile Device must be Internet-enabled and connected to the Internet through your mobile communications service provider; must be enabled to receive and transmit data; and must include mobile browser and texting functionality. To receive any Mobile Banking service, you must also be enrolled in the Online Banking service and in Mobile Banking. Enrollment requires identification of your banking relationship with Bank to Bank’s third-party Mobile Banking service provider(s). By enrolling in Mobile Banking, you agree to the terms and conditions contained in this Agreement with respect to Mobile Banking and you authorize Bank and/or its third-party service providers to provide Mobile Banking to you on the terms and conditions set forth in this Agreement. You must also register the particular Mobile Device(s) that you wish to use with Mobile Banking. You must also un-register any Mobile Device(s) that you may no longer wish to be capable of using with Mobile Banking.

When you access Mobile Banking with your Mobile Device, you will see a menu of available Mobile Banking functions (e.g., access to account information; view balances; view or search for transactions; locate branches; execute specific types of internal or external funds transfers; etc.). From time to time we will add, and may modify or delete, particular Mobile Banking functions or geographic areas served by Mobile Banking. We may make such changes in functions or geographic service with or without prior notice.

We reserve the right to refuse to make any transaction that you may request through Mobile Banking.

Not all functions that are described in this Agreement or available at the Online Banking service website are available with Mobile Banking. All terms and conditions in this Agreement or on the Online Banking service's website that limit or govern your use of Online Banking functions will also limit and govern your use of those functions through Mobile Banking. You accept full responsibility for ensuring that you understand how to use the Mobile Banking service before you do so and that you always use the Mobile Banking service in accordance with the instructions that we post on the Bank website. You also accept full responsibility for understanding how to properly use your Mobile Device and the Mobile Apps. We may change or upgrade components of Mobile Banking from time to time. You are responsible for making sure that you understand how to use Mobile Banking as modified. Bank is not liable to you for your failure to properly use Mobile Banking or your Mobile Devices or for any losses or damaged caused by such failure.

- **Mobile Banking Service Availability**

We will use reasonable efforts to make Mobile Banking available for your use on a continuous basis. We do not guarantee functionality of Mobile Banking (or any Mobile Banking Apps) on all Mobile Devices, on all communications networks, in all geographic regions, or at all times. You understand and agree that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming. Mobile Banking is not certified to operate for end users trying access it while outside the United States. Mobile Banking may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to Mobile Banking may be interrupted because of conditions beyond our control, including because of outages in Internet availability. We will use commercially reasonable efforts to re-establish Mobile Banking in those instances, but we do not promise Mobile Banking will always be available for your use. We may elect to discontinue Mobile Banking (or any of the services that we provide, from time to time, through Mobile Banking) at any time. If we choose to discontinue Mobile Banking, we will endeavor to provide you with reasonable notice but will not be required to do so. In the case of a disaster, your Mobile Banking may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall we be liable to you for unavailability of Mobile Banking, or your inability to access Mobile Banking or to execute Mobile Banking functions.

- **Fees Charged by Bank**

Currently, we charge no fees to enroll in or use any Mobile Banking service. However, we may assess fees (a) set forth in the other agreements, disclosures or fee schedules for particular banking products or accounts (such as overdraft or funds transfer fees), or

(b) for products and services that you may purchase through Mobile Banking.

We reserve the right to institute or change fees for all or any individual Mobile Banking service after sending you prior notice.

- **Mobile Device and Mobile Communications**

You are responsible for providing your own Mobile Device that supports at a minimum 128-bit encryption. Mobile Banking users may be required to download, install and use certain applications, software systems and programs developed by us, our licensors or other third parties. We are not responsible for any damage to your Mobile Device resulting from those activities, and you will be engaging in those activities at your own risk. To download Mobile Banking Apps, follow the instructions found in the Mobile Banking section of your Online Banking site. Depending on its make and model, your Mobile Device may need to be capable of receiving an SMS text message to initiate the download.

You are responsible for obtaining your own mobile communications service provider. Your mobile communications service provider may charge you for Internet-related use, including, without limitation, while downloading Mobile Banking Apps and for sending or receiving text (SMS) messages, so see your mobile carrier for further details about its charges. You are responsible for all fees and charges that you may incur to any mobile communications service provider or any other third parties while using Mobile Banking.

- **We are not a party to, and we have no duty, liability, or responsibility with respect to or in connection with (i) your mobile communications service provider agreement, or (ii) any Mobile Device, hardware, software or other any product or service you may purchase from others relating to your use of Mobile Banking. This Agreement does not amend or supersede any agreements that you have with third parties (such as your Mobile Device supplier and your mobile communications service provider), and you remain subject to all terms, fees, costs, other charges, limitations, and restrictions in those agreements with third parties. Your Mobile Device supplier and your mobile communications service provider are responsible for their products and services. You agree that any problems you may have concerning those companies' products, services or agreements shall be resolved by you directly with them, and without involving us.**

- **Export Controls**

Software programs, materials, tools, and technical data may be subject to U.S. export controls or the trade laws of other countries. You agree to comply with all export control regulations. You also acknowledge that you, not Bank, have the responsibility to obtain such licenses to export, re-export or import as may be required. You agree not to export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws.

- **Mobile Banking Apps License**

In connection with your use of Mobile Banking Apps, we and our licensors (or other

third- parties who have directly or indirectly granted rights in those software systems and programs with respect to Mobile Banking) require your agreement to certain license rights arrangements and/or end-user agreements set forth in this Agreement. By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking Apps, you will evidence your acceptance of the terms and conditions of such license. We may also condition your use of Mobile Banking Apps upon you affirming such license by the use of “I Accept” dialogue box acknowledgements, or by other affirmative or use-based acknowledgement and agreement systems.

You are hereby granted a personal, limited, non-transferrable, non-exclusive, non-sublicensable, revocable and non-assignable license (“**License**”) to download, install and use the Mobile Apps on your Mobile Device within the United States and its territories. In the event that you obtain a new Mobile Device, you will be required to download the Mobile Apps software and the act of downloading will constitute your entering into of a new License agreement for that Mobile Device. This License is at all times subject to your compliance with the terms and conditions of this Agreement and the other agreements between you and Bank.

You may cancel the Mobile Apps service by either deleting the Mobile Apps from your Mobile Devices or un-enrolling from within Online Banking. To re-enroll, you will have to start the enrollment process from the beginning of the process.

We shall revoke this License immediately upon (i) your termination of the Mobile Banking services in accordance with this [Section 3.H](#); (ii) your deletion of the Mobile App from your Mobile Device; (iii) your noncompliance with this Agreement or relevant terms of any of the other agreements between you and Bank; or (iv) at any time, with or without notice, with or without cause. Upon revocation or other termination of this License, you agree to immediately delete the Mobile Apps from your Mobile Devices if you have not already done so. Bank and/or its licensors, as applicable, reserve and retain all right, title, and interest in the Mobile Apps not granted to you in this Agreement, including, without limitation, all patent rights, copyrights, trademarks and trade secrets. This License entitles you to use the Mobile Apps solely in conjunction with Mobile Banking services and your Mobile Device and for no other reason. You may not sublicense the Mobile Apps to anyone. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Mobile Apps or any part of the Mobile Banking services; (ii) copy or reproduce all or any part of the Mobile Apps or the Mobile Banking services; or (iii) interfere or attempt to interfere with the operation of the Mobile Banking services or the Mobile Apps. The Mobile Apps do not include all operating systems or other software or applications that may be required to operate the Mobile Apps. You are solely responsible for licensing such third-party software, at your own cost and expense. You understand and agree that the Mobile Apps contain trade secrets and other proprietary and confidential information and that you will make commercially

reasonable efforts to protect and maintain the confidentiality of such information. You agree that you will not (i) print, copy or duplicate any portion of the Mobile Apps; (ii) alter, remove or conceal any copyright notices on the Mobile Apps; or (iii) make the Mobile Apps available to anyone except your agents for purposes specifically related to your authorized use (and in that case, subject to such agents' agreement to comply with the restrictions herein). You may not use the Mobile Apps for any purpose other than your personal use. You agree to comply with all procedures and requirements of Bank in connection with your use of the Mobile Apps.

We and our service providers (including without limitation third-party providers of Mobile Banking Apps) reserve all rights in and to the Mobile Apps not expressly granted to you in this Agreement. If you obtain a different Mobile Device, you will be required to download and install Mobile Banking Apps to that different Mobile Device under the same terms set forth in this Agreement. You agree to delete all such software from your Mobile Device promptly if the License or this Agreement terminates for any reason. We reserve the right to change, add to or terminate services with our third-party Mobile Banking Apps providers, to substitute different Mobile Banking Apps providers, and to enter into or arrange for the provision Mobile Banking Apps by other licensors and third-parties.

- **Mobile Banking –SMS Service**

Mobile Banking – SMS service offers you mobile access to your account information (e.g., for checking balances and recent transactions) over SMS, as well as the option to set up alerts for your accounts. In order to receive the Mobile Banking – SMS Service you must agree to the separate terms and conditions governing such service.

- **Mobile Deposit Service**

The Mobile Deposit Service is a Mobile Banking service that enables you to use Bank's Mobile Apps and a Mobile Device that meets technical specifications approved by Bank to create electronic images of the front and back of certain "paper items" and transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition (MICR) line, to us for review and processing in accordance with this Agreement and your other agreements with Bank. As used in this section, "paper item" means an "item" that is in paper form and "item" includes a check, a substitute check, purported substitute check, draft, demand draft, preauthorized draft, image replacement document, money order, cashier's check or traveler's check.

In order to access the Mobile Deposit Service, you must (i) be an authorized signer or owner of an eligible linked account that is in good standing; (ii) be enrolled in Bank's Online Banking service and Mobile Banking service, (iii) select the Mobile Deposit Service in accordance with procedures specified by Bank from time-to-time, (iv) download the most current version of Bank's Mobile Apps to a camera-equipped

Mobile Device that meets technical specifications approved by Bank; (v) enter into and comply with Bank's required form of Mobile Deposit User Service Agreement, and (vi) comply with such restrictions on the Mobile Deposit Service as Bank may impose from time-to-time.

Endorse your check with "For mobile deposit only to First Western Trust Bank." When taking the picture of the check for deposit, be sure that the image is clear.

Only checks payable to you can be deposited.

You agree that after the check has been scanned and submitted for deposit, you will not transfer or negotiate the original item. You agree that you are responsible for the original items, including storage and destruction after five (5) calendar days.

Funds from deposits will generally be available for withdrawal by the first business day after the day of the deposit. In some cases, the Bank will not make all of the funds that you deposit by check available to you based on any factors as determined by the Bank at its discretion.

- **Disclaimer of Warranties and Limitation of Liabilities**

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR ANY OTHER AGREEMENT GOVERNING THE TERMS OF ANY LICENSE RIGHT RELATING TO THE USE OR OPERATION OF MOBILE BANKING OR MOBILE BANKING APPS, MOBILE BANKING AND MOBILE BANKING APPS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS. YOUR USE OF THE MOBILE BANKING APPS AND MOBILE BANKING, AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA MOBILE BANKING, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

IN ADDITION TO ALL DISCLAIMERS OF WARRANTIES SET FORTH IN THIS AGREEMENT, NEITHER BANK NOR ANY OF ITS LICENSORS OR SERVICE PROVIDERS MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) THE OPERATION, FUNCTIONALITY, OR AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO MOBILE BANKING AT ANY PARTICULAR TIME OR FROM ANY PARTICULAR LOCATION; (II) ANY LOSS, DESTRUCTION, DAMAGE, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (III) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES, TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR PERSONALIZATION SETTINGS IN CONNECTION WITH YOUR USE OF MOBILE BANKING.

NEITHER BANK NOT ANY OF ITS LICENSORS OR SERVICE PROVIDERS SHALL BEAR ANY LIABILITY FOR (A) COMPATIBILITY OF MOBILE BANKING WITH WIRELESS AND/OR WAP- ENABLED DEVICES; (B) SERVER LATENCY OR RESPONSE TIMES FOR MOBILE BANKING; (C) ADDITIONAL COSTS ASSESSED BY WIRELESS CARRIERS FOR TEXT AND INTERNET ACCESS; OR (IV) ANY DECISIONS MADE OR TRANSACTIONS INITIATED BY YOU BASED ON YOUR USE OF MOBILE BANKING AND/OR THE DATA ACCESSED BY MOBILE BANKING.

O. MyFW Alerts Service.

You must be enrolled as an Online user to use the MyFW Alerts service. Bank's MyFW Alerts service allows you to request and receive messages about your eligible linked account(s). You may receive MyFW Alerts through email, SMS-text messages or at your next sign-in to the Online Banking system. MyFW Alerts you establish will be delivered regardless of if you have opted out of receiving promotional email.

- You understand and agree that MyFW Alerts transmitted via Internet email are not encrypted, may not be secure, and Bank cannot guarantee the security of any information transmitted through an unsecured Internet. By using Online Banking and selecting specific MyFW Alerts, you acknowledge and agree that Bank shall have no liability if any other person accesses, views, uses or discloses your MyFW Alerts notification content due to emails sent via unencrypted means through an unsecured Internet. Delivery of MyFW Alerts is not guaranteed and may be delayed or prevented by factor(s) caused by or affecting your Internet service provider(s), phone operators, or other difficulties that may or may not be out of the control of Bank. We neither guarantee the delivery or the accuracy of the contents of any alert. Bank will not be liable for losses or damages arising from (a) non- delivery, delayed delivery, or wrong delivery of any MyFW Alert; (b) inaccurate content in a MyFW Alert; (c) your use or reliance on the contents of any MyFW Alert for any purposes. We are not responsible for any action not taken by you due to a MyFW Alert or transaction triggering a MyFW Alert. Any fees associated to receipt of MyFW Alerts notifications that are applied by your Internet Service Provider are your sole responsibility.
- Alerts may be canceled by Bank if sent MyFW Alerts are returned as undeliverable. It is your responsibility to re-establish MyFW Alerts after you have updated your email address. We reserve the right to terminate MyFW Alerts notifications at any time or to begin charging a fee as may be determined in our sole discretion. Either you or Bank may terminate your use of the MyFW Alerts service at any time without notice.

P. External Transfer Service

- **External Transfer Service**

The External Transfer service offered by Bank and its service provider allows you to transfer funds to or from your eligible linked Consumer account and any other Consumer account held by you at another U.S. financial institution – referred to in

these terms as “**External Transfer Accounts**” – assuming, of course, that the transfer is permitted by your other financial institution and by Applicable Law. An “inbound transfer” moves funds into an account at Bank. An “outbound transfer” moves funds from an account at Bank to an account outside of Bank. External Transfers can only be completed between accounts that

are owned by the same account holder. In order to use External Transfers, you have to be an Online Banking service customer of Bank and you will need to enroll each of your non- Bank accounts that you wish to use the External Transfer Service in accordance with procedures required by Bank.

- **Acceptance of External Transfer Service Terms**

The terms set forth in this [Section 3.J](#) (the “**Terms**”), as well as the other applicable terms and conditions set forth in this Agreement, apply when you use the External Transfer service. Bank reserves the right to change the Terms under which the External Transfer service is offered in its sole discretion at any time in accordance with [Section 4.G](#) of this Agreement. You agree that if you continue to use the External Transfer service after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the External Transfer service. If you do not agree to the changes, or if at any time you wish to discontinue your use of the External Transfer service, you can un-enroll from this service by contacting your Private Banker. To use the External Transfer service, you must be at least 18 years old and be a resident of the United States. The External Transfer service is also subject to the applicable terms of the Account Agreement. Additionally, all External Transfers are also subject to the rules and regulations governing the relevant External Transfer Accounts. You agree not to effect any External Transfers from or to an FI-to-FI Account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of Office of Foreign Assets Control of the United States Treasury Department (“**OFAC**”) regulations.

- **Information Authorization**

Bank and its service provider reserve the right to obtain such additional information as we or they deem reasonably necessary to insure that you are not using the External Transfer service in violation of Applicable Law, including, but not limited to, laws and regulations designed to prevent “money laundering” or the transfer of funds to accounts that are blocked under OFAC regulations.

Once you are approved for the External Transfer service, we may verify the External Transfer Accounts that you add to the External Transfer service from time to time in accordance with procedures specified by Bank from time to time. Verification instructions are displayed to you during the enrollment process. Verification must be completed within 10 days after enrolling an account in order to use the External Transfer

service. By enrolling an account in the External Transfer service, you authorize Bank to validate the External Transfer Accounts in accordance with the verification instructions.

- **User Content**

Subject to Bank's Privacy Policy, you agree that Bank may use, copy, modify, display and distribute any information (including, without limitation, personal information), data, materials or other content (the "**Content**") you provide to Bank for the purpose of providing the External Transfer service, and you hereby give Bank a license to do so. By submitting Content, you represent that you have the right to license such Content to Bank for the purposes set forth in this Agreement.

- **Accounts**

You understand that in order to complete External Transfers, it is necessary for Bank and its service provider to access the websites and databases of Bank and other financial institutions where you hold External Transfer Accounts, as designated by you and on your behalf, to retrieve information and effect the fund transfers you request. By using the External Transfer service, you represent and warrant to us that you have the right to authorize and permit us to access your External Transfer Accounts to effect such funds transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit Bank and its service provider to use information submitted by you to accomplish these purposes and to configure the External Transfer service to be compatible with the External Transfer Accounts.

You understand and agree that at all times your relationship with each External Transfer Account provider is independent of Bank and your use of the External Transfer service. Bank will not be responsible for any acts or omissions by any other financial institution or other provider of any External Transfer Account, including without limitation any modification, interruption or discontinuance of any External Transfer Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN BANK AND ITS SERVICE PROVIDER IS EFFECTING AN EXTERNAL FUNDS TRANSFER FROM OR TO ANY OF YOUR EXTERNAL TRANSFER ACCOUNTS, BANK AND ITS SERVICE PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT BANK, ITS AFFILIATES, SERVICE PROVIDERS AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE EXTERNAL TRANSFER ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE EXTERNAL TRANSFER ACCOUNTS IN

ACCORDANCE WITH YOUR EXTERNAL TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE EXTERNAL TRANSFER ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF EXTERNAL TRANSFER ACCOUNTS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE OTHER FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE EXTERNAL TRANSFER ACCOUNTS.

Not all types of accounts are eligible for the External Transfer service. For example, business accounts are not eligible to be used with the External Transfer service. Be sure to check with your other financial institutions for restrictions regarding transfers among your retirement (401(k), IRA, etc.), savings, trusts, loans, custodial, and other account types. Bank and its service provider are not responsible for any costs or losses incurred from External Transfers that are not permitted under such restrictions by the provider of your FI- to-FI Account or those imposed by Applicable Law.

- **Joint External Transfer Account Holder**

By using External Transfers, you confirm that, if any of your External Transfer Accounts is a joint account, your joint account holder has consented for you to use your External Transfer Accounts for the External Transfer service. We will end your use of the External Transfer service if any joint account holder notifies us that (i) they never consented to your use of our External Transfer service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

- **Transfer Types and Limitations**

- **Types of External Transfers**

You may use the External Transfer service to transfer funds to or from a Bank linked Consumer account and another Consumer account in your name at another U.S. financial institution. Transactions may be scheduled to occur one time, for a future date, or recurring.

Some of these services may not be available at all times. We may from time to time make available additional or new features to the External Transfer service, including but not limited to, a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. You must ensure that you have sufficient funds to effect any External Transfers from your accounts with Bank or your External Transfer Accounts, as appropriate. We may at any time decline to effect any External Transfer that we believe may violate Applicable Law.

Processing of External Transfers

Funds requested to be transferred will be debited/credited to your Bank account the Business Day **following the Business Day you initiate the transfer**, provided you have met the cutoff time for submitting External Transfers. In the case of a

future dated or recurring transfers, these time limits will be the Business Day following the scheduled date of the transfer. The cutoff time for initiating transfers is 5:00 p.m. Mountain Time. Funds requested to be transferred will be debited/credited to the External Transfer Account according to the receiving financial institution's availability and transaction processing schedule.

- **Cancellation of External Transfers**

Request for immediate External Transfers of funds cannot be cancelled. Future dated and recurring External Transfers can be canceled by 5:00 p.m. Mountain Time the day prior to the scheduled transfer date. **If the External Transfer status is In Process, Pending, or Processed, you cannot cancel the External Transfer.**

- **Limitations on External Transfers**

External Transfers are subject to the following limits unless otherwise agreed upon in writing by you and Bank:

- 20 inbound or outbound transfers per day not to exceed a total of \$50,000 and a monthly aggregate amount of \$150,000.

The above limits apply to the total of all External Transfers of a specific type for all accounts enrolled in the External Transfer service. We may change your dollar limits and transfer limits at any time. Without limiting the foregoing, in the event that your use of the External Transfer service has been suspended and reinstated as provided herein (see "**Suspension and Reinstatement of External Transfers**" below), you understand and agree that your use of the External Transfer service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

- **Rejection of Transfers**

We reserve the right to decline to effect any External Transfer, to submit External Transfer instructions or orders or to carry out change or cancellation requests in our sole discretion.

- **Suspension and Reinstatement of External Transfers**

In the event that we at any time incur a problem with your use of the External Transfer service, including without limitation a failure in attempting to debit any of your Bank accounts or External Transfer Accounts that are enrolled in the External Transfer service or to collect with respect to any of your External Transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the External Transfer service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect itself from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods

provided for under this Agreement (see “**In Case of Errors or Questions About your Electronic Transactions,**” below). We reserve the right in our sole discretion to grant or deny reinstatement of your use of the External Transfer service. In the event we agree to reinstate you, we reserve the right to initially or permanently reinstate your External Transfer service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you.

- **Proprietary Rights**

You acknowledge and agree that Bank and/or its service provider own all rights in and to the External Transfer service. You are permitted to use the External Transfer service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile Bank and/or its service provider’s External Transfers or any of Bank’s and/or its service provider’s services or technology.

- **Service Changes and Discontinuation**

Bank may modify or discontinue the External Transfer service or your use of some or all accounts within the External Transfer service, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to Applicable Law, to terminate all or any of your accounts within the Bank that are used in connection with the External Transfer service and your right to use the External Transfer service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or other terms and conditions of this Agreement or the rights of Bank and/or our service provider, or if you provide us with false or misleading information or interfere with other users or the administration of the External Transfer services.

- **Security Procedures**

You understand that the financial institution at which an External Transfer Account is maintained may contact Bank to verify the content and authority of External Transfer instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such External Transfer Account.

- **Deviating from Security Procedures**

You agree to allow Bank to authorize any financial institution at which you have an External Transfer Account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between Bank, on your behalf, and such

financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by Bank on your behalf. In addition, you agree that Bank may authorize such financial institutions to charge and debit your accounts based solely on these communications.

- **Account Number Policy**

If External Transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that Bank has no responsibility to investigate discrepancies between names and numbers.

- **Means of Transfer**

You authorize Bank to select any means it deems suitable to provide your External Transfer instructions to the applicable financial institution. These choices include banking channels, electronic networks, and funds transfer systems. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as automated clearinghouse (“ACH”) as published by the National Automated Clearinghouse Association (NACHA).

Q. Stop-Payments

You may stop payment on a check by providing us through the Online Banking System with timely, complete and accurate information on: the number of the account in question; the date of the item; the item number; the payee information; and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. From time-to-time, Bank’s Online Banking System may be inoperable. If that occurs, your request can be communicated to us by telephone or in writing in the manner set forth in the Account Agreement for the applicable account. You agree to hold Bank harmless and indemnify Bank from any expenses or costs in connection with Bank’s refusing payment as instructed. Stop payment orders shall be governed by the provisions of the Uniform Commercial Code. Bank must receive stop payment orders before it has accepted, certified, made final payment on or otherwise become accountable for the item or order, and in time for reasonable action by Bank. A stop payment will be effective for six months. Bank will charge a fee for each stop payment order as noted in Bank’s Schedule of Fees. A request for a continuation on a stop payment order is considered a new stop payment order resulting in an additional stop payment fee. Bank may accept a stop payment order from any authorized signer on the account, regardless of who signed the original item or initiated the original order, and Bank will not be liable for such a stop payment request. A release of the stop payment request must be made in writing by the person who requested the stop payment. A stop payment request communicated to Bank in writing must be received before

[6:00] p.m. Mountain Time to be effective that Business Day. A stop payment request through use of Bank's Online Banking System shall be considered a written stop payment request. A stop payment request made on Bank's Online Banking System before 8:00 p.m. Mountain Time will be effective on the Business Day it is made. You may only submit a single stop payment or cancel request through Bank's Online Banking System. Bank's Online Banking System allows check stop payments only, not stop payments on drafts or ACH transactions.

3. Other Terms and Conditions

A. Monthly Service Charge

Except as otherwise provided in this Agreement or your applicable Account Agreement and schedule of fees, there is no monthly service charge for accessing your linked accounts with the Online Banking service.

B. Other Charges

In addition to the fees already described in this Agreement, and depending on how you access Online Banking, you might incur charges for:

- Normal account fees and service charges.
- Any Internet service provider fees.
- Any wireless carrier fees.
- Purchase of computer programs such as personal financial management software.
- Fees may be assessed for added self-service features available through Online Banking customer service, such as stop payment requests, check copy orders and account statement copy orders. For additional information, see the applicable Account Agreement.
- An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled or, in the case of a personal check, on the date when the check is presented to us for payment.
- We may charge you a research fee for an inquiry about a transaction under certain circumstances. Refer to our schedule of fees.

C. Service Hours

Bank will attempt to make Online Banking services available 365 days a year and 24 hours a day, except during system maintenance and upgrades and for a short time each day for data processing. When this occurs, a message will be displayed on-line when you sign on to Online Banking. Our customer service for Online Banking services is available Monday through Friday during business hours, excluding bank holidays. You may also write us at:

First Western Trust Bank
Attention: Deposit Support
1900 16th Street, Suite 1200
Denver, CO 80202

D. Business Days

For Online Banking services, our business days (“**Business Days**”) are Monday through Friday, excluding bank holidays.

E. Canceling your Online Banking

Your Online Banking services remain in effect until they are terminated by you or Bank. You may cancel your service at any time by contacting your Private Banker or by notifying us of your intent to cancel in writing at:

First Western Trust Bank
Attention Deposit Support
1900 16th Street, Suite
1200Denver, CO 80202

This cancellation applies to your Online Banking services and does not terminate your Bank accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service.

We may terminate your participation in all or any Online Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so. Without limiting the generality of the foregoing, (i) if you do not log into Online Banking at least once every 12 months, your registration will expire and you will have to register again; and (ii) we may terminate or your right to use any of the Online Banking services immediately upon becoming aware that you are violating the terms of this Agreement, or violating any law, or are otherwise engaging in activity that is not permitted under this Agreement and that may be detrimental to us or to any third party. If your registration expires or your participation in Online Banking is otherwise terminated, you will not have access to Online Banking and Online statements (if elected) will revert to paper statements.

If you choose to cancel your Online Banking services, any unprocessed payments will be canceled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. Bank will cancel any scheduled payments within 10 Business Days from the date we receive your request to discontinue the service if the payments have not been processed. If you close your primary checking account, or if it is no longer linked to your service, your Online Banking service will end, and any unprocessed payments will be canceled.

F. Joint Accounts

When your Online Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer. Joint accounts using the same Online ID will be identified as one service.

G. Changes to Agreement

We may change this Agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or electronic message. If you use any of the Online Banking services after the effective date of a change, you indicate your agreement to the change. If you do not accept and agree to the changes to this Agreement, you will not be entitled to use the Online Banking service or services affected by the change.

H. Use of External Email Address

With Online Banking services, we may send messages to your external email address and notify you that responses to your payment inquiries or customer service inquiries are available, or as otherwise described within the Online Banking services. If you subscribe to the electronic bill presentment service, we may also use external email to notify you that you have new bills. We cannot act on instructions sent by you from an external email address. You should use Online Banking secure mail to send instructions to Bank. If, for any reason your external email address changes or becomes disabled, contact the Bank immediately so that we can continue to provide you with automated messages. Because we may also use external email to send important notices about service and privacy changes, we require that every Online Banking customer provide us with a valid and current external email address. You are responsible for providing us with a valid email address and you may notify us of any changes to your external email address through the Options tab within your Online Banking service.

I. Transfers From Money Market Deposit Accounts & Savings Accounts

Each transfer or payment through the Online Banking services from your savings or money market deposit account is counted as one of the six transfers you are permitted each statement period without charge. An Excessive Money Market and Savings Activity Fee may be assessed on each transfer or withdrawal in excess of six during the statement period. We recommend that you not use a savings or money market deposit account as your Bill Payment Account because of this limit. Review the deposit agreement for your account for more information.

J. Contact by Bank or Affiliated Parties

No Bank or Payee employee, nor any company affiliated with Bank Online Banking, will contact you via email or phone requesting your Online ID or Online password. If you are contacted by anyone requesting this information, contact us immediately.

K. Reporting Unauthorized Transactions

For reporting unauthorized transactions, contact your Private Banker or contact us at 303-531-8100 Monday-Friday, 8:00 a.m. – 5:30 p.m. Mountain Time. You may also write us at:

First Western Trust Bank
Attn: Department Support – Disputes
Department 1900 16th Street, Suite 1200
Denver, CO 80202

L. Disclosure of Account Information

We may disclose information to third parties about you or your transactions in the following instances:

- When it is necessary for completing transfers or Bill Payments, or to investigate or resolve a problem related to a transfer, including, without limitation, an External Transfer, or payment;
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- To comply with a government agency or court orders, or in connection with fraud prevention or an investigation;
- If you give us your permission; and
- On a closed account, if we reasonably believe you have mishandled it.

For more information about our privacy and security practices and a link to our Privacy Policy for Consumer accounts go to our Web site at: <https://myfw.com>.

M. Account Statements

Unless you elect to receive your statement electronically you will continue to receive your statement and all other written correspondence via the US Postal Service. To enroll in Electronic Statements, you must enroll for this service under the Statements tab. We report your Online Banking transactions on the monthly statements for your linked accounts. A description of each transaction, including whom you paid, and the date and amount of the transaction will appear on your statement. In Online Banking, the monthly statement for your checking account is shown on the Statements tab (not the Account Activity tab) of the home page. Online statements are not available for viewing using Mobile Banking.

N. Exclusion of Warranties.

BANK ONLINE BANKING AND ALL OF THE OPTIONS AND FEATURES MADE AVAILABLE THROUGH BANK ONLINE BANKING ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BANK DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE ONLINE BANKING SERVICES (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR ARE ERROR FREE).

O. Limitation of Liabilities and Indemnification.

- EXCEPT AS STATED IN THIS AGREEMENT OR TO THE EXTENT APPLICABLE LAW MAY REQUIRE OTHERWISE, YOU AGREE THAT NEITHER WE NOR OUR THIRD-PARTY LICENSORS, SUPPLIERS, OR SERVICE PROVIDERS WILL HAVE ANY LIABILITY WHATSOEVER TO YOU OR ANY THIRD PARTY BECAUSE OF DELAYS, ACTS, OMISSIONS, OR POLICIES OF ANY GOVERNMENTAL AGENCY, FINANCIAL INSTITUTION, ACH OPERATOR, RECEIVING DEPOSITORY FINANCIAL INSTITUTION OR OTHER PARTY THROUGH WHICH A FUNDS TRANSFER SUBJECT TO THE AGREEMENT IS EFFECTED (WHETHER OR NOT SELECTED BY US), INCLUDING, WITHOUT LIMITATION, THE FAILURE OF ANY SUCH INSTITUTION, OPERATOR, AGENCY OR PARTY TO PROCESS, CREDIT, DEBIT, ACCOUNT FOR OR PAY OVER THE FUNDS TRANSFERRED OR ANY DELAY BY SUCH INSTITUTION, OPERATOR, AGENCY OR PARTY IN PROCESSING ANY CREDIT OR DEBIT ENTRY YOU ORIGINATE.
- NEITHER WE NOR OUR THIRD-PARTY LICENSORS, SUPPLIERS, OR SERVICE PROVIDERS WILL BE LIABLE TO YOU AND YOU AGREE TO INDEMNIFY AND HOLD US AND SUCH THIRD PARTIES HARMLESS FROM ANY LIABILITY FOR OUR FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT BECAUSE OF LEGAL CONSTRAINT, INTERRUPTION OR FAILURE OF TRANSMISSION AND/OR COMMUNICATIONS FACILITIES, WAR (DECLARED OR NOT), EMERGENCIES, LABOR DISPUTES, FIRE, ACTS OF GOD, NATURAL DISASTERS OR ANY OTHER CIRCUMSTANCES BEYOND OUR OR THEIR CONTROL.
- IN NO EVENT WILL WE OUR THIRD-PARTY LICENSORS, SUPPLIERS, OR SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY LOST PROFITS, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR LOSSES, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT REQUIRED BY PPLICABLE LAW.
- TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ALSO AGREE TO INDEMNIFY AND HOLD US AND OUR THIRD-PARTY LICENSORS, SUPPLIERS, AND SERVICE PROVIDERS HARMLESS (INCLUDING THE PAYMENTS OF REASONABLE ATTORNEY'S AND PARALEGAL FEES AND OTHER COSTS) AGAINST ALL LIABILITY TO YOU OR TO THIRD PARTIES ARISING OUT OF OR IN CONNECTION WITH THE TERMS, CONDITIONS OR SERVICES PROVIDED UNDER THE AGREEMENT OR OTHERWISE PURSUANT TO YOUR INSTRUCTIONS UNLESS

SUCH CLAIM RESULTS FROM AN ACT OR OMISSION MADE BY US OR BY ANY LICENSOR, SUPPLIER, OR SERVICE PROVIDER IN BAD FAITH.

P. Third Parties.

Bank may contract with third-party service providers or other parties with respect to one or more of the Online Banking Services or the provision of an Online Banking Service or parts thereof. To the extent applicable to you and made known to you, you agree to comply with the requirements of the contracts between Bank and such third parties relative to the Online Banking Services. Bank may, from time to time, refer you to third parties for the provision of products or services not offered by Bank. You acknowledge and agree that such third parties are not affiliated with or endorsed by Bank. You further agree that Bank does not guarantee such products or services and is not liable for the actions or inactions of any such third parties.

Q. Equipment.

Bank may recommend or require specific hardware and/or software to be used in connection with one or more Online Banking Services. Such recommendations or requirements may change from time to time. Unless Bank agrees otherwise in writing, Bank makes no representations or warranties in regard to, nor will it provide technical support for such hardware or software. You shall be responsible for providing, maintaining, and bearing all costs of all equipment located on your premises that is necessary for using the Online Banking Services, including without limitation, telephones, terminals, modems, computers and computer software. Bank assumes no responsibility for defects or incompatibility of any computers or software that you use in connection with the Online Banking Services.

R. Miscellaneous.

- You may not assign this Agreement to any other party. We may assign this Agreement to any future, directly or indirectly, affiliated company. We also may assign or delegate certain of our rights and responsibilities under this Agreement to our service providers and any rights or responsibilities so assigned may be exercised or performed by either Bank or its service provider.
- We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
- The captions of sections and subsections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

- This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflicts of law's provisions. To the extent that the terms of this Agreement conflict with Applicable Law, such state or federal law shall replace such conflicting terms only to the extent required by law. Subject to any section of this Agreement that requires the arbitration of a dispute, you consent to the personal jurisdiction of the courts of the State of Colorado or the United States District Court for the District of Colorado, which shall have subject matter jurisdiction of any proceeding related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- When you use the Online Banking services, the transaction and other information you enter may be recorded. By using the Online Banking services, you consent to such recording.
- If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be deleted and the remainder of the Agreement shall be enforced as if such invalid, illegal, or unenforceable provision had never been contained herein.

S. Waiver of Jury Trial. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates or any intended third-party beneficiary arising under or relating to this Agreement.

T. Use of System and Services.

- By accessing the Online Banking system or using any Online Banking services, you hereby acknowledge that you will be entering a protected web site owned by Bank, which may be used only for authorized purposes. Bank may monitor and audit usage of the Online Banking system and services and you agree that use of any of the Online Banking services constitutes your consent, on behalf of yourself and all other users by or through you, to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.
- The Online Banking services constitute Proprietary and Confidential Information (as such term is defined below) of Bank or Bank's licensors, vendors, or third-party service providers. You will not acquire any rights in the Online Banking services by virtue of using such services or otherwise. You shall not (i) make use of the Proprietary and Confidential Information, or that of Bank's licensors, vendors, or third party service providers, other than as may be necessary to use an Online Banking service and then such use shall be limited to that purpose for only so long as you uses such service; or (ii) disclose, divulge, distribute, publish, reproduce or transfer Bank's Proprietary and Confidential Information, or that of its licensors, vendors, or third party service providers except to persons who require access for your use of the Online Banking

services, or as required by Applicable Law.

- For purposes of this Agreement, “**Proprietary and Confidential Information**” means any and all agreements, documents, data, records and other information with respect to the Online Banking services, including the terms of this Agreement, fees charged for the Online Banking services, User Guides, software and software licenses relating to the Online Banking services, user identification, passwords, codes, keys, security devices, policies and procedures, embedded algorithms, and other similar devices and information relating to the Online Banking services. Confidential and Proprietary Information does not include information relating to the Online Banking services which is generally available and known to the public and its availability was not the result of wrongful or improper disclosure by you.

U. General Security Procedures. Each individual who has access to Bank’s Online Banking system, including each individual named on joint accounts, must designate an online password and an Online ID. Your password must be a minimum of eight characters, which must consist of at least one numeric characters, plus alpha characters. For example, your password may be: 123signup. You may be required to change your password periodically to enhance security. All accounts you maintain with Bank will be displayed through online with account numbers, except for the last four digits, masked (your account numbers will still appear in your online statements). This provides additional level of security by ensuring that your actual account numbers will never be displayed.

V. Communications Between Bank and you. Unless this Agreement (including, without limitation, the Online Banking E-Notification Agreement) provides otherwise, notices to Bank concerning this Agreement or the Online Banking services must be sent to your Private Banker or by postal mail to:

First Western Trust Bank
Attention: Deposit Support
1900 16th Street, Suite 1200
Denver, CO 80202.

We may also be reached for questions and other purposes concerning the Online Banking service by e-mail or telephone as provided below, **but such e-mail messages or telephone calls will not constitute legal notices under this Agreement.**

You can communicate with us in any one of the following ways during business hours:

- Telephone: you can contact your Private Banker.
- E-mail: you can contact your Private Banker by e-mail.

W. Account Statements and Documents

- **Account Statements and Transaction Details.** For deposit accounts, we report your Online Banking transactions on the monthly or periodic statements for your linked accounts. A description of each transaction, including whom you paid, and the date and amount of the transaction will appear on your statement.

In Online Banking, the account statements and documents (including notices) for your eligible checking, savings, money market accounts are shown within the statements and documents area of your account details page. Online statements and documents are not available for viewing using Mobile Banking.

- **Enrollment in Statements and Documents.** As part of Online Banking enrollment, all Online Banking customers must consent to the Online Banking E-Notification Agreement, <https://myfw.com>. (“**E-Notification Agreement**”). The E-Notification Agreement allows us to provide this Agreement and certain Online Banking communications electronically. In addition, the E-Notification Agreement provides important information about paperless delivery if you choose to replace certain mailed account statements and documents with paperless (online-only) statements and documents (“**Statements**”). For more details, review the E-Notification Agreement by visiting the paperless settings page in Online Banking.

On the Statements settings page in Online Banking, you can choose paperless delivery for all statements and documents at the account level, or for some eligible accounts, at the document group level. As new document types are added to Online Banking for your chosen paperless account or document group, you will automatically receive those new document types online instead of by mail without needing to make an additional paperless choice. At times, we may, in our sole discretion, mail you a paper copy of certain statements and documents even if you have chosen paperless delivery.

When a statement or document is delivered online, we send an email to alert you that it is available for viewing in Online Banking. You must have a valid email address to receive these alerts. Statements are generally provided in PDF or HTML format. In order to view, print or save copies of your Statements, you will need to ensure that the computer or device you are using meets the hardware and software requirements specified by the E- Notification Agreement.

- **Managing your Statements Settings.** You can switch your Statements back to mail delivery at any time by visiting the Statements settings page in Online Banking. It may take up to two months for your revised delivery settings to take effect. Setting your Statements delivery preferences may not be available for all accounts, products or services. See the Statements settings page for more details on the eligible accounts with paperless options, the documents that are currently available to view online, and how to manage your document delivery preferences. We may, in our sole discretion, add to, modify or delete any of the features we provide within our Statements service.

4. Additional Provisions

THE TERMS OF THIS SECTION APPLY ONLY TO LINKED CONSUMER ACCOUNTS AND ONLY TO THE EXTENT THAT YOUR USE OF THE ONLINE BANKING SERVICES AND/OR YOUR APPLICABLE LINKED ACCOUNTS ARE PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD USE. THE TERMS OF THIS SECTION DO NOT APPLY TO YOU TO THE EXTENT YOUR USE OF THE ONLINE BANKING SERVICES IS FOR NON-CONSUMER PURPOSES.

A. In Case of Errors or Questions About your Electronic Transactions

In case of errors or questions about your Bill Payment transactions, contact us by one the means provided in [Section 3.B](#) above. In the case of errors or questions about any of your electronic transactions, (i) contact your Private Banker between 8:00 a.m. to 5:00 p.m. Mountain Time Monday through Friday, (ii) write us at First Western Trust Bank, Attention: Deposit Support, 1900 16th Street Suite 1200, Denver, CO 80202 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. You will need to:

- tell us your name and Account number (if any);
- describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- tell us the dollar amount of the suspected error.

If you tell us verbally, we may require you to send us your complaint or question in writing within 10 Business Days following the date you notified us. We will determine whether an error occurred within 10 Business Days (20 Business Days if the notice of error involves an electronic fund transfer to or from the account within 30 days after the first deposit to the account was made) 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 credit your account within 10 Business Days (20 Business Days if the notice of error involves an electronic fund transfer to or from the account within 30 days after the first deposit to the account was made) for the amount you think is in error, so that you will have 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 may not credit your account.

If we determine there was no error, we will reverse the previously credited amount, if any, and we will send you a written explanation within three Business Days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

B. Limitation of Liability for Online Banking Transactions

Security of your transactions is important to us. Use of the Online Banking services may

therefore require an Online ID and/or password. If you lose or forget your Online ID or password, call your Private Banker during business hours listed above. We may accept as authentic any instructions given to us through the use of your password and Online ID. You agree to keep your Online ID and password secret and to notify us immediately if your Online ID or password is lost or stolen or if you believe someone else has discovered your Online ID or password. **You agree that if you give your Online ID or password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Online Banking services.** Online Banking services enables you to change your password; we require that you do so regularly. We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. We reserve the right to (1) monitor and/or record all communications and activity related to the Online Banking services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your Online ID or password was used in connection with a particular transaction. If any unauthorized use of your Online ID or password occurs you agree to (a) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (b) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds.

Unauthorized Transfers

CONSUMER LIABILITY. Tell us **AT ONCE** if you believe your Debit Card or PIN or internet banking access code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. **Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable).** If you tell us within 2 business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code, you can lose no more than fifty dollars (\$50) if someone used your Debit Card, PIN, or internet banking code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Debit Card, PIN or internet banking code and we can prove we could have stopped someone from using your Debit Card, PIN or internet banking access code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

CONTACT IN EVENT OF UNAUTHORIZED TRANSFER. If you believe your Debit Card or Pin or internet access code has been lost or stolen,

call us at 303-531-8100 (Monday-Friday, 8:00 a.m. – 5:30 p.m.)

800-236-2442 (If afterhours or a weekend or holiday)

or write to: First Western Trust Bank
Attn: Deposit Support
1900 16th Street, Suite 1200
Denver, CO 80202

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN ONLINE IDS OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL OR VOICEMAIL. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

For your protection, sign off after every Online Banking session and close your browser to ensure confidentiality.

C. Our Liability for Failure to Complete Transactions

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we might be liable for some of your losses or damages. However, there are some exceptions. We will not be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If the money in your account is subject to legal process or other encumbrances restricting transfer;
- If the transfer would go over the credit limit on your overdraft line (if any);
- If the automated teller machine or the merchant where you are making the transfer does not have enough cash;
- If Online Banking services are not working properly when you started the transfer;
- If circumstances beyond our control (such as fire, flood, or systems failure) prevent the transfer, despite reasonable precautions we have taken; or
- If the Payee mishandles or delays handling payments sent by us.

There may be other exceptions not specifically mentioned above.