



First Western Trust Bank Digital Platform Service Agreement

Please read this Agreement carefully. It contains dispute resolution provisions, including an arbitration agreement, jury-trial waiver, and class-action waiver, which impact your legal rights.

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1. General Description of Digital Platform Service Agreement

a) What This Agreement Covers

This Digital Platform Service Agreement (this “**Agreement**”) between you (“**you**”) and First Western Trust Bank (“**Bank**”) governs the use of Digital Platform (“**Digital Platform**”) 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 Digital Platform services. Bank reserves the right to determine, in its sole discretion, those Bank accounts that are eligible to be linked by you to Digital Platform services. Bank may provide you with Digital Platform 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 Digital Platform 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, and any clearinghouse and payment network rules that apply to any service or transaction provided via the Digital Platform services; (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 consumer customer of Bank’s Digital Platform services who has enrolled in Bank’s Digital Platform services.

b) Accepting the Agreement

When you enroll in or use any of the Digital Platform services described in this Agreement, or authorize others to do so on your behalf, you agree to be bound by the terms and conditions of this entire Agreement, the User Guides, and any terms or instructions displayed or provided to you when enrolling in or accessing the Digital Platform.

Relation to Other Agreements

Your use of Digital Platform services may also be affected by the agreements between you and us for your linked Bank accounts. When you link an account to Digital Platform services, you do not change the agreements you already have with us for that account. For example, when you use Digital Platform 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 Digital Platform services. 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. Digital Platform Services

If you access Digital Platform through Bank's "Mobile Banking" (as defined in [Section 2.C](#)) services or applications, or through an indirect service, all of the features of Digital Platform may not be available. To access all of the features and services offered by Digital Platform, sign in directly through our web site at <https://myfw.com> from a personal computer. Within Digital Platform, 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 Digital Platform services.

a) Digital Platform

You may use Digital Platform 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 User ID and Online password.
- Send us secure online mail messages and questions regarding your Digital Platform services.

Some or all of the above services may not be available for certain accounts, if you access Digital Platform through the Mobile Banking App, Mobile Web, or Mobile Banking, SMS Banking, or at all times. Bank may add or remove services in its sole discretion.

b) Online Bill Pay Service

In addition to the Digital Platform 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.E 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 Digital Platform features listed in Section 2.A above, Bank customers who have eligible linked accounts and approved "Mobile Devices" (as defined in Section 3.G, below), may enroll to use certain optional "Mobile Banking" services (also defined in Section 3.G, below), which allow you to conduct certain banking functions through the use of your approved Mobile Devices.

d) Notifications Service

In addition to the Digital Platform features listed in Section 2.A above, Bank customers with eligible linked accounts may also enroll to use the optional Alerts service described in Section 3.J of this Agreement provided by Bank, which will allow you to request and receive messages about your linked accounts through email, SMS service or Digital Platform.

e) External Transfer Service

In addition to the Digital Platform features listed in Section 2.A above, Bank consumer customers with eligible linked accounts may use the External Transfer service described in Section 3.K 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) Zelle® Network Service

In addition to the Digital Platform features listed in Section 2.A above, Bank consumer customers with eligible linked accounts may use the Zelle® Network payment service to send funds to another individual's account at a U.S. financial institution. The terms of Zelle® are described in a separate agreement.

3. Description of Digital Platform Services

a) 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.
- **Limitations and Dollar Amounts for Transfers (does not apply to External Transfers)**
 - Transfers made using Digital Platform 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.
- **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 Digital Platform.
- **Canceling/Deleting Transfers (does not apply to External Transfers)**
 - Future-dated and recurring transfers can be canceled/deleted within Digital Platform so long as the transfer is listed under the “View Scheduled Transfers” tab. If the transfer’s status is no longer a “Scheduled 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.”

b) Accounts Linked to your Digital Platform Services

When you first set up your User 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 Digital Platform Services. If you want to limit the accounts linked or the activity level assigned to an account, you must contact your Private Banker to discuss the available options with you, including whether particular accounts can be unlinked.

c) Card Management

This Service is offered by the bank for use by its debit cardholders to initiate certain debit card related activities used to initiate certain payment card related activities for your enrolled debit card(s). Those activities include:

- **Card On/Off** - Turn the debit or credit card on and off—when the card is off, the bank will decline new charges including but not limited to:
 - Purchases including in-store, online, in app, and by phone.
 - Cash advances.
 - Recurring transactions.
- **Card Controls** - Enable controls to restrict card usage based on spend limit, merchant type, and transaction type.

Any other cards with the same card number will be locked. If you have authorized users, you need to lock their cards individually. Some activity may continue, including returns, credits, dispute adjustments, payments, other account fees, and certain other exempted transactions.

d) Shared Access

You can authorize another person or persons (subusers) to access the Digital Platform and can give certain authorities with respect to your accounts. Shared Access can include the right to view account information, the right to make transfers between designated accounts, and the right to initiate payments from designated accounts. These rights may be granted individually or in combination. You are solely responsible for managing the level of access you provide to a Shared Access User and we are not responsible for any losses you or others may incur if your Shared Access User exceeds his or her authority or if you fail to revoke access granted to a Shared Access User. You authorize us to act on transaction instructions initiated under the credentials of an authenticated subuser, just as if it was initiated under your credentials. When granting Shared Access, you assume all liability for any and all activities of a subuser with respect to your accounts, and you agree to hold us harmless with respect to all actions taken by a subuser pursuant to Shared Access. If you permit another person to use your credentials (such as a username, ID, password, code, or other information of things used to authenticate a user or obtain access to the Digital Platform), then you are responsible for all transactions such person initiates or authorizes and other actions taken by such person using the Digital Platform (even if you did not authorize a specific transaction or the amount of a transaction exceeds your authorization) prior to the time that you notify us that the person is no longer authorized to use your credentials, access the Digital Platform on your behalf, or conduct transactions. Once you notify us that a person is no longer authorized to use your credentials, we will cancel your credentials and issue new credentials.

e) 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 third-party vendors to process Bill Payments.

- **Eligible Accounts and Payees**

- The Online Bill Pay Service is restricted to linked checking Accounts. You understand that savings or money market accounts may not be used to make payments via the Online Bill Pay Service. You also understand and acknowledge 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, and you promise not to use the Online Bill Pay Service to make any such payment. 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. To request a higher limit, please speak to your Private Banker.

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 (whether drawn on our account or your account) via the U.S. Mail. You authorize Bank or its third-party vendors 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). “**Deliver Date**” is the date that you want the Payee to receive its payment. You should select a Deliver Date that is on or before the date that payment is due to the Payee. When scheduling the Deliver 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.

- 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 transmitted or completed, cannot be changed, or cancelled.

- **EBills**

EBills 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.

f) 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 the Mobile Banking applications permitted by us (“Mobile Banking App”) 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 App, Mobile Web, Mobile Banking – SMS and other protocols that we allow for Mobile Banking at any time without prior notice.

- **Mobile Banking Functions**

- Mobile Banking is a part of the Digital Platform service 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. 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 via the Digital Platform website are available with Mobile Banking. All terms and conditions in this Agreement or on the Digital Platform service’s website that limit or govern your use of Digital Platform 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’s website and the Digital Platform website. You also accept full responsibility for understanding how to properly use your Mobile Device and the Mobile banking app. 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 damage 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 App) 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 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 the Mobile Banking App, if you use an Apple device (iPhone or iPad), start by going to the App Store. On an Android device, begin by going to Google Play. Once inside the App Store or Google Play, search MYFW Digital Platform to locate our app. 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 the Mobile Banking App 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. You authorize your wireless carrier to use or disclose information about your account and your wireless device to Bank or its third-party service providers to help prevent fraud.

- **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 the Mobile Banking App, 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 the Mobile Banking App, you will evidence your acceptance of the terms and conditions of such license. We may also condition your use of the Mobile Banking App 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 Banking App 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 Banking App, 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 Banking App service by deleting the Mobiles App from your Mobile Devices. To re-enroll, you will need to download the app again We will revoke your License immediately upon (i) your termination of the Mobile Banking services in accordance with this Section 4.E; (ii) your deletion of the Mobile Banking 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 Banking app 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 Banking App 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 Banking App solely in conjunction with Mobile Banking services and your Mobile Device and for no other reason. You may not sublicense the Mobile Banking App to anyone. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Mobile Banking App or any part of the Mobile Banking services; (ii) copy or reproduce all or any part of the Mobile Banking app or the Mobile Banking services; or (iii) interfere or attempt to interfere with the

operation of the Mobile Banking services or the Mobile Banking app. The Mobile banking app does not include all operating systems or other software or applications that may be required to operate the Mobile Banking app. You are solely responsible for licensing such third-party software, at your own cost and expense. You understand and agree that the Mobile Banking app contains 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 Banking app; (ii) alter, remove or conceal any copyright notices on the Mobile Banking app; or (iii) make the Mobile Banking app 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 Banking app 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 Banking app.

- We and our service providers (including without limitation third-party providers of the Mobile Banking App) reserve all rights in and to the Mobile banking app not expressly granted to you 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 App providers, to substitute different Mobile Banking App providers, and to enter into or arrange for the provision Mobile Banking App by other licensors and third-parties.

g) 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.
- Short Message Service "SMS" Texting: We may send text messages to you based upon the instructions you provide at the time of your SMS request. For instance, you may set an alert for a low balance threshold you have established. Each SMS message is sent to you without being encrypted and will include certain information requested on your account(s). It is your responsibility to determine if your wireless carrier provider supports text messaging and whether your Mobile Device is capable of receiving text messages. Our SMS messages are subject to the terms and conditions of your agreement with your wireless carrier provider and your use of the SMS service may result in additional or changed fees.
- Once you subscribe to receive alerts via SMS, you are responsible for keeping any personal information in your Mobile Device secure. For your protection, you agree to:
 - Login to Digital Banking and cancel your SMS Alert Service if your Mobile Device is lost or stolen and contact us immediately;
 - Login to Digital Banking and cancel or edit your SMS Alert Service if there are changes to your wireless carrier provider or Mobile Device number (cell phone number); and
 - Erase your "Sent Messages" and "Inbox" that may contain your SMS Short Code or other personal information.
 - You acknowledge, agree and understand that your receipt of any SMS messages may be delayed or prevented by factor(s) affecting your wireless carrier provider and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any message(s). We are not liable for any losses, damages or costs that may arise in whole or in part, from:

- Non-delivery, delayed delivery, or the misdirected delivery of any message;
- Inaccurate or incomplete content in any message; and
- Your reliance on or use of the information provided in any SMS service message for any purpose.
- We provide this Service as a convenience to you. An SMS message does not constitute an official record for the account to which it pertains. We reserve the right to terminate this function or begin charging a fee for this function at any time without prior notice to you, except where required by law.
- To cancel text messaging from Digital Banking alerts, send STOP to 454545. For help or information regarding text messaging, send HELP to 454545. You expressly consent to receipt of a text message to confirm your "STOP" request.

h) Mobile Deposit Service

- The Mobile Deposit Service is a Mobile Banking service that enables you to use Bank's Mobile Banking app and a Mobile Device that meets technical specifications approved by Bank to create electronic images of the front and back of certain "paper checks" and transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition (MICR) line of a check, to us for review and processing in accordance with this Agreement and your other agreements with Bank. 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; (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 Banking app 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 paper 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 retaining the original item for at least twenty (20) calendar days after submission and then destroying the item or making it impossible to transmit or present the item within a short time thereafter.

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 APP, 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 APP 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 NOR 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.

i) Alerts Service.

When you enroll in the Digital Platform you will be enrolled in the Bank's Alerts service. Bank's Alerts service allows you to request and receive messages about your eligible linked account(s). You may receive Alerts through email, SMS-text messages or at your next sign-in to the Digital Platform system. Alerts you establish will be delivered even if you have opted out of receiving promotional email.

- You understand and agree that 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 Digital Platform and selecting specific Alerts, you acknowledge and agree that Bank shall have no liability if any other person accesses, views, uses or discloses your Alerts notification content due to emails sent via unencrypted means through an unsecured Internet. Delivery of 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 Alert; (b) inaccurate content in a Alert; (c) your use or reliance on the contents of any Alert for any purposes. We are not responsible for any action not taken by you due to Alert or transaction triggering an Alert. Any fees associated to receipt of Alerts notifications that are applied by your Internet Service Provider or Wireless Carrier are your sole responsibility.
- Alerts may be canceled by Bank if sent Alerts are returned as undeliverable. It is your responsibility to re-establish Alerts after you have updated your email address, phone number, or any other applicable electronic address. We reserve the right to terminate 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 Alerts service at any time without notice.

j) 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 a Digital Platform service customer of Bank and you will need to enroll each of your non-Bank accounts to or from which transfers will be made in accordance with procedures required by Bank.

- **Acceptance of External Transfer Service Terms**

The terms set forth in this Section 3.K (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 Financial Institution to Financial Institution 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 ensure 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).

k) Stop-Payments

You may submit a stop payment on a check via the Digital Platform by providing us 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 Digital Platform 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 Digital Platform System shall be considered a written stop payment request. A stop payment request made on Bank's Digital Platform 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 Digital Platform System. Bank's Digital Platform System allows check stop payments only, not stop payments on drafts or ACH transactions.

4. 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 Digital Platform service.

b) Other Charges

In addition to the fees already described in this Agreement, and depending on how you access Digital Platform, 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 Digital Platform 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. Additional fees may be charged as set forth in the applicable Schedule of Fees.
- We may charge you a research fee for an inquiry about a transaction under certain circumstances. Refer to the applicable Schedule of Fees.

c) Service Hours

Bank will attempt to make Digital Platform 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. Our customer service for

Digital Platform 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 Digital Platform services, our business days ("**Business Days**") are Monday through Friday, excluding bank holidays.

e) Canceling your Digital Platform

Your Digital Platform 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 1200 Denver,
CO 80202

This cancellation applies to your Digital Platform services and does not terminate your Bank accounts or the terms and conditions applicable to those accounts or applicable to other services provided to you by the Bank. 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 Digital Platform 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 Digital Platform 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 Digital Platform 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 Digital Platform is otherwise terminated, you will not have access to Digital Platform and Online statements (if elected) will revert to paper statements.

If you choose to cancel your Digital Platform services, any unprocessed payments will be canceled. 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 Digital Platform service will end, and any unprocessed payments will be canceled.

f) Joint Accounts

When your Digital Platform 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 User ID will be identified as one service.

g) Changes to Agreement

We may change the terms of this Agreement at any time. For example, we may add, delete or amend terms or services. If you use any of the Digital Platform 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 must stop using the Digital Platform service or services affected by the change.

h) Use of External Email Address

With Digital Platform 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 Digital Platform 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 Digital Platform 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 Digital Platform 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 by going into My Settings and editing your email address, within your Digital Platform service.

i) Transfers From Money Market Deposit Accounts & Savings Accounts

Each transfer or payment through the Digital Platform 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

The bank will never initiate a request for sensitive information via email or phone (Social Security number, Username, password, or account numbers). If you receive an email or phone call that requests this type of sensitive information, you should be suspicious of it. 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 Digital Platform 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 Digital Platform, the monthly statement for your checking account is shown on the Statements tab of the home page.

n) Exclusion of Warranties.

BANK DIGITAL PLATFORM AND ALL OF THE OPTIONS AND FEATURES MADE AVAILABLE THROUGH BANK DIGITAL PLATFORM 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 DIGITAL PLATFORM 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 OR 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 APPLICABLE 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 A NEGLIGENT OR INTENTIONAL 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 Digital Platform Services or the provision of an Digital Platform 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 Digital Platform 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 Digital Platform 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 Digital Platform 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 Digital Platform 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 Digital Platform services, the transaction and other information you enter may be recorded. By using the Digital Platform 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) Arbitration Agreement. You and the Bank agree that either of us can elect to resolve any dispute or controversy concerning the Digital Platform Service Agreement, any services provided via the Digital Platform, or any aspect of your digital banking relationship with the Bank by binding arbitration. This election can be made by either party at any time, including after either party has initiated a lawsuit or other proceeding. In an arbitration proceeding, the dispute or controversy is submitted to a neutral decision maker for determination rather than to a trial before a judge and jury: **You and we are waving our right to trial in a public court.** This arbitration agreement is entered into pursuant to the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA"), or, if the FAA does not apply, under the Colorado Uniform Arbitration Act (C.R.C. §§ 13-22-201 to -230) or such other state arbitration act as may apply. **Neither you nor the bank may aggregate or join claims or disputes against any other party in any arbitration, including by acting as a class representative or class member.** Any arbitration will be administered by the American Arbitration Association ("AAA") applying the AAA's Consumer Arbitration Rules. The AAA's rules and instructions for filing a case can be found here: www.adr.org. The AAA can also be reached at 800.778.7879. If the AAA is unable to administer the arbitration, the parties will agree to an alternate administrator and, if the parties cannot agree on an alternate administrator, either party may ask a competent court to appoint an administrator. The arbitrator will be selected according to the procedures for selecting arbitrators of the AAA. Each party will be responsible for its own fees and costs, unless the administrator's rules or other applicable law specify otherwise. Except as otherwise provided by law, the decision of the arbitrator is binding. If any of the provisions of this Arbitration Agreement is found illegal or unenforceable, then this entire Arbitration Agreement shall be unenforceable. Notwithstanding the foregoing, you may bring any qualifying claim in small claims court rather than arbitration.

u) Use of System and Services.

- By accessing the Digital Platform system or using any Digital Platform 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 Digital Platform system and services and you agree that use of any of the Digital Platform services constitutes your consent, on behalf of yourself and all other users by or through you, to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these web sites are strictly prohibited.
- The Digital Platform 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 Digital Platform 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 Digital Platform 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 Digital Platform 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 Digital Platform services, including the terms of this Agreement, fees charged for the Digital Platform services, User Guides, software and software licenses relating to the Digital Platform services, user identification, passwords, codes, keys, security devices, policies and procedures, embedded algorithms, and other similar devices and information relating to the Digital Platform services. Confidential and Proprietary Information does not include information relating to the Digital Platform services which is generally

available and known to the public and its availability was not the result of wrongful or improper disclosure by you.

v) General Security Procedures. Each individual who has access to Bank's Digital Platform system, including each individual named on joint accounts, must create an online password and a User ID and may be required to utilize additional credentials and security and identification measures. Your password, credentials, and security measures must comply with the requirements of the Digital Platform. You may be required to change passwords, credentials, or security measures from time to time as instructed by the Bank or its third-party service providers. All accounts you maintain with Bank will be displayed online with account numbers. You acknowledge that the security procedures applicable to the Digital Platform and the transaction conducted via the Digital Platform are commercially reasonable. You agree that you are bound by all instructions and transactions, whether or not actually authorized by you, that have been executed in compliance with the agreed security procedures, unless you give us notice of actual or suspected unauthorized use of your password, credentials, profile, or account and we have a reasonable opportunity to act on your notice.

w) Communications Between Bank and you. Unless this Agreement (including, without limitation, the Digital Platform E-Sign Disclosure) provides otherwise, notices to Bank concerning this Agreement or the Digital Platform 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 Digital Platform 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: 303-531-8100 or you can contact your Private Banker.
- E-mail: you can contact your Private Banker by e-mail.

x) Account Statements and Documents

- **Account Statements and Transaction Details.** For deposit accounts, we report your Digital Platform 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 the Digital Platform, the account statements and documents (including notices) for your eligible checking, savings, money market accounts, and loans are shown within the statements and documents area of your account details page. **Enrollment in Statements and Documents.** The E-Sign Disclosure allows us to provide this Agreement and certain Digital Platform communications electronically. In addition, the E-Sign Disclosure 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-Sign Disclosure by visiting the Online Statements page in the Digital Platform or visit myfw.com.

On the Online Statements settings page in Digital Platform, you can choose paperless delivery for all statements and documents. As new document types are added to Digital Platform 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 the Digital Platform. 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-Sign Disclosure.

- **Managing your Statements Settings.** You can switch your Statements back to mail delivery at any time by visiting the Online Statements settings page on Digital Platform. 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 Online 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 Online Statements service.

5. Additional Provisions

THE TERMS OF THIS SECTION APPLY ONLY TO LINKED CONSUMER ACCOUNTS AND ONLY TO THE EXTENT THAT YOUR USE OF THE DIGITAL PLATFORM 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 DIGITAL PLATFORM SERVICES IS IN CONNECTION WITH BUSINESS OR OTHER NON-CONSUMER ACCOUNTS AND SERVICES.

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.E 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 notify us of a problem 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 (or 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 (and in some limited instances we may take up to 90 days). If we need the extra time to investigate, we will provisionally 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 Digital Platform Transactions

Security of your transactions is important to us. Use of the Digital Platform services may therefore require an User ID and/or password. If you lose or forget your User 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 User ID. You agree to keep your User ID and password secret and to notify us immediately if your User ID or password is lost or stolen or if you believe someone else has discovered your User ID or password.

You agree that if you give your User 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 Digital Platform services. Digital Platform services enables you to change your password. 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 Digital Platform 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 User ID or password was used in connection with a particular transaction. If any unauthorized use of your User 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 or other credential or authorization device 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 (at the number below) 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, other credential or access device, 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 after hours 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 USER 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 Digital Platform session and close your browser or Mobile Banking App 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 (ATM) or the merchant where you are making the transfer does not have enough cash;
- If Digital Platform 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.

6. ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT

- a)** For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to First Western Trust Bank. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to clients regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

TERMS AND CONDITIONS. The following provisions govern the use of EFT services through accounts held by First Western Trust Bank which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

DEFINITION OF BUSINESS DAY. Business days are Monday through Friday excluding holidays.

ELECTRONIC FUND TRANSFER SERVICES PROVIDED

DEBIT CARD SERVICES. The services available through use of your Debit Card are described below.

DEBIT CARD SERVICES:

- You may withdraw cash from your checking account(s), savings account(s), and money market account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, and savings and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), and money market

- account(s).
- You may use your card at any merchant that accepts Mastercard® Debit Cards for the purchase of goods and services.

ATM SERVICES.

NETWORK. Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

You may access your Debit Card through the following network(s): Cirrus and Pulse.

ATM FEES. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

OTHER ATM SERVICES. In addition, you may perform the following transactions: ATM deposits to checking, savings or money market accounts are accepted only at First Western Trust ATMs located on bank premises. ATM deposits may not be available at all First Western Trust locations.

POINT OF SALE TRANSACTIONS. Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Debit Card: checking account.

Your Debit Card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

CURRENCY CONVERSION - Mastercard®. If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate used by Mastercard International is generally the rate of the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transactions are submitted to Mastercard International for processing are delayed, the currency conversion rate used may be the rate of the applicable currency on the date that the transaction is processed.

IMPORTANT ADDITIONAL FEE NOTICE. Mastercard® charges us a Currency Conversion Fee of 0.000% of the transaction amount for performing currency conversions and a Cross-Border Fee of 0.000% of the transaction on all cross-border transactions (even those with no currency conversion). Therefore, you will be charged 0.000% of the dollar amount on all cross-border transactions - i.e., transactions processed through the "Global Clearing Management System" or the "Mastercard Debit Switch" when the country of the merchant or machine is different than your country as cardholder. Be aware that when making online purchases you may not know that the merchant is located in a different country.

PREAUTHORIZED TRANSFER SERVICES.

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s),

- savings account(s), and money market account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), and money market account(s).

SERVICES PROVIDED THROUGH USE OF FIRST WESTERN DIGITAL PLATFORM. First Western Trust Bank offers its clients use of our FIRST WESTERN DIGITAL PLATFORM service. With this service you can:

- View account balances, activity and statements
- Use of bill payment service
- Place stop payments
- Transfer funds between accounts held at First Western Trust
- Initiate external transfers to owned accounts held at other financial institutions
- Initiate Person to Person payments
- Set up account alerts

ELECTRONIC CHECK CONVERSION. If your account is a checking account, you may authorize a merchant or other payee to make a one-time electronic payment from this account using information from your check to pay for purchases or to pay bills.

LIMITATIONS ON TRANSACTIONS

TRANSACTION LIMITATIONS - DEBIT CARD.

CASH WITHDRAWAL LIMITATIONS. You may withdraw up to \$1,000.00 through use of ATMs in any one day. You may make up to 10 withdrawals of cash through use of ATMs in any one day.

POINT OF SALE LIMITATIONS. You may buy up to \$3,000.00 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 15 transactions in any one day.

OTHER LIMITATIONS.

- Certain limitations apply on the First Western Trust Bank with Zelle® Service:

Your send limits are set at \$2,000 per transaction and \$4,000 daily.

We reserve the right to change from time to time the dollar amount of transfers you are permitted to make using Zelle® without prior notice to you, unless otherwise required by applicable law or regulation.

All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the transfer system.

- We reserve the right to impose limitations for security purposes at any time.
- The first 6 withdrawals and/or transfers from a money market and savings account are free during the account statement cycle. Thereafter each withdrawal and/or transfer beyond the 6 per account allowance will be charged the excessive withdrawal fee.

NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.

TRANSACTION RECEIPTS. Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or

less, the Participating Merchant is not required to provide a receipt.

PERIODIC STATEMENTS. If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

PREAUTHORIZED DEPOSITS. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- you can call us at (303)531-8100 to find out whether or not the deposit has been made.

USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to your account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify First Western Trust Bank immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN by calling 1-866-392-9952.

RIGHTS REGARDING PREAUTHORIZED TRANSFERS.

RIGHT TO STOP PAYMENT AND PROCEDURES AND NOTICE OF TRANSFERS WHICH VARY IN AMOUNT.

STOP PAYMENT RIGHTS AND PROCEDURES. If you have instructed us in advance to make regular payments out of your account, you can stop any of these payments. To stop a payment,

- Call us at: 303-531-8100 (Monday - Friday, 8 a.m. - 5:30 p.m. Mountain Time)
800-236-2442 (If afterhours or holidays) or
- Write to: First Western Trust Bank
Attention Deposit Support
1900 16th Street Suite 1200
Denver, CO 80202

or call the telephone number or write to the address appearing on your periodic statement, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

NOTICE OF VARYING AMOUNTS. If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be.

LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do

so, we will be liable for your losses or damages.

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT. If you believe your Debit Card or PIN or internet banking access code has been lost or stolen,

- Call us at: 303-531-8100 (Monday - Friday, 8 a.m. - 5:30 p.m. Mountain Time)
800-236-2442 (If afterhours or holidays) or
- Write to: First Western Trust Bank
Attention Deposit Support
1900 16th Street Suite 1200
Denver, CO 80202

After regular business hours you may call customer service at 1-800-236-2442.

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.

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, PIN or internet banking access code, you can lose no more than \$50 if someone used your Debit Card, PIN, or internet banking access 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 access 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.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS. In case of errors or questions about your electronic fund transfers,

- Call us at: (303)531-8100 or
- Write to: First Western Trust Bank
Attention Deposit Support
1900 16th Street Suite 1200
Denver, CO 80202

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact First Western Trust Bank no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new

accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTION. 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 will be liable for your losses or damages as provided by law. 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 transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction. There may be other exceptions provided by applicable law.

CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS. We reserve the right to impose a fee and to change fees upon notice to you.

DISCLOSURE OF ACCOUNT INFORMATION. You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release First Western Trust Bank and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

AMENDING OR TERMINATING THE AGREEMENT. We may change or amend any of the terms and conditions of the Agreement and those portions of the applicable Fee Schedule which relate to EFT services, at

any time upon at least 30 days written notice to you prior to the effective date of the change or amendment. Your failure to timely furnish notice as set forth in the written notice shall be deemed to be your acceptance of such change or amendment. If you do not agree to abide by a change or amendment, you must notify First Western Trust Bank of the fact prior to the effective date of the change or amendment and cancel this Agreement. First Western Trust Bank may cancel this Agreement at any time, without giving you prior notice. If you or First Western Trust Bank cancels this Agreement at any time, you shall surrender any card and you may no longer use any of First Western Trust Bank's EFT services other than automated clearing house transfer services.

SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE. Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

ADDITIONAL PROVISIONS

- Your account is also governed by the terms and conditions of other applicable agreements between you and First Western Trust Bank.

Effective Date: 08.29.2025