

# Online Access Agreement

**(Version Effective August 1, 2017)**

This Online Access Agreement ("Agreement") governs your use of:

- *Fowler State Bank Internet Banking*
- *FSB Mobile*
- *Fowler State Bank uOpen*

In this Agreement, "Service" refers to any online or mobile services available through Fowler State Bank Internet Banking, FSB Mobile, Fowler State Bank uOpen, or any other online services associated with Fowler State Bank.

**Please read this Agreement carefully. By clicking "I Agree" below, or by using the Service, you are agreeing to the terms of this Agreement.**

**This Agreement covers, among other things:**

- **Our obligations to you.**
- **Your obligations as a user of the Service.**
- **Waiver of "two or more signature" requirements on accounts.**
- **How we send you notices and disclosures.**
- **Your agreement with us to use binding arbitration for most disputes arising under this Agreement or about the Service and to waive the right to a trial by jury.**
- **Your waiver of class-action rights.**
- **Limitations on our liability to you.**

If you have any questions regarding this Agreement, please call **1-719-263-4276**.

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## Definitions

### **We, Us, Our, and Fowler State Bank**

Fowler State Bank, and any of its affiliates or direct or indirect subsidiaries, when any of them have established an Eligible Account or provided an Online Financial Service.

### **You or Your**

Each Owner of an Eligible Account, a person applying for an Eligible Account, Eligible Beneficiary entitled to online access, or a Delegate.

### **Authorized Representative**

A person with authority to take action or make decisions on behalf of another person with respect to an Eligible Account or an Online Financial Service. This definition includes any person who may (i) manage or administer an Eligible Account or an Online Financial Service, or (ii) authorize another person to access an Eligible Account or Online Financial Service.

### **Authorized Signer**

A person who has your actual or apparent authority to transact business on your Business Eligible Account(s), whether or not that person has signed the signature card or other documentation for your account(s). We may continue to recognize an Authorized Signer's authority until we receive and have a reasonable time to act upon your written modification or revocation of it.

### **Business**

Any person or entity other than a Consumer with an Eligible Account where an Online Financial Service is requested.

### **Business Day**

Every day is a Business Day except Saturdays, Sundays, and federal banking holidays.

### **Business Eligible Account**

An account owned by a Business that is an Eligible Account.

### **Consumer**

A person (not a business or other entity) with an Eligible Account for which an Online Financial Service is requested primarily for personal, family or household purposes. A participant in an employer-sponsored retirement plan or deferred compensation plan is not considered to be a consumer.

### **Consumer Eligible Account**

An account owned by a Consumer that is an Eligible Account.

### **Delegate**

Authorized Representatives appointed using the Delegate Tools.

## **Delegate Tools**

Access management tools we provide that help you manage the authority and access for some of your Authorized Representatives. Delegate Tools let you limit or control the access that certain Authorized Representatives will have to, and/or tasks they can perform with an Eligible Account or Online Financial Service.

## **Eligible Account**

Each Fowler State Bank product you have or have applied for that is accessible through the Website.

Eligible Accounts include deposit accounts, loans, credit cards, lines of credit, investment products, or any other products or accounts you have with us.

## **Eligible Beneficiary**

A person named in the governing document of a Trust and Investment Management Account as the recipient or potential recipient of funds from the account. An Eligible Beneficiary is entitled to have online access to that account.

## **Financial Management Software**

Quicken®, QuickBooks®, Turbo Tax®, and other software we may identify on the Website.

## **Include/Including**

When used at the beginning of a list of one or more items, indicates that the list contains examples. The list is neither exclusive nor exhaustive, and the items in the list are intended only as illustrations. They aren't the only possible items that could appear in the list.

## **Mobile Banking Service**

Each of the products and services you may access through the Service using a Mobile Device. These products and services may be accessed through browser, apps, and text banking, for example. Not all Eligible Accounts are accessible through the Mobile Banking Service.

## **Mobile Device**

A cell phone, smartphone, tablet, or any other handheld or wearable communication device satisfying the hardware and software requirements we specify.

## **Online Access Process**

The term Online Access Process includes:

- The terms under which you're allowed to access and use the Service via the Website.
- The process used to access the Service (including required security procedures) via the Website.
- Our right to change, suspend or terminate all or part of the Service, this Agreement, or your access to the Service.

### **Online Financial Service**

The term Online Financial Service includes:

- Each product or service you may access or enroll in through the Website, including the Mobile Banking Service. Please note, that not every product or service made available through the Online Financial Service may be available through the Mobile Banking Service, and vice versa.
- Actions you take, and instructions you give us, through the Website about opening or maintaining Eligible Accounts.
- Information we make available to you on the Website about certain insurance policies you bought through us. Display of insurance products within your online account is not evidence of insurance coverage.

The term Online Financial Service does not include an Eligible Account.

### **Owner**

Anyone who owns an Eligible Account as indicated in our records, and any Authorized Representative of that person.

### **Service**

All Fowler State Bank Internet Banking, FSB Mobile, Fowler State Bank uOpen, or other Fowler State Bank online services, plus all the Eligible Accounts and Online Financial Services you can access via the Website after entering into this Agreement.

### **Website**

The term Website includes:

- All Fowler State Bank Internet Banking, FSB Mobile, Fowler State Bank uOpen, or other Fowler State Bank online services and all other web pages maintained by us and accessible

through [www.fowlerstate.com](http://www.fowlerstate.com), or through FSB Mobile downloadable applications for the Mobile Banking Service.

- Any other website or web pages you can access only after you, or a person for whom you're acting as an Authorized Representative, enter into this Agreement.

Website does not include any website with its own separate agreement governing online access.

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## 1. About this Agreement

(a.) Description

(b.) Other Agreements with Us

(c.) Conflicts Between Agreements

### **1(a). Description**

The Service is subject to this Agreement. The following are also considered part of this Agreement:

- General Terms of Use for the Website.
- Terms or instructions that appear on a screen when enrolling for, activating, accessing, or using the Service.
- Fowler State Bank's rules, procedures and policies that apply to the Service, any Eligible Account, or any Online Financial Service.
- The rules and regulations of any funds transfer system or payment system used in connection with an Eligible Account or Online Financial Service.
- State and federal laws and regulations, as applicable.

### **1(b). Other Agreements with Us**

In addition to this Agreement, you may have a separate agreement for each of your Eligible Accounts and Online Financial Services. Those agreements will continue to apply to each of those accounts or services.

### **1(c). Conflicts Between Agreements**

If this Agreement conflicts with another agreement, or another agreement has terms that are not addressed in this Agreement, then the other agreement will control and take precedence, unless this Agreement specifically states otherwise.

The other agreement will only control with respect to the Eligible Account or Online Financial Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency.

Additional provisions regarding online services or features that appear in another agreement covering your Eligible Account or Online Financial Service, but not in this Agreement, will apply. Example: If your Eligible Account or Online Financial Service is covered by another agreement and a dispute arises between you and us under that agreement, then the dispute resolution and governing law provisions in that other agreement will control.

There are two exceptions to the general rule described above: If another agreement you have with us includes terms that address the Online Access Process, this Agreement will control and take precedence in resolving any inconsistencies between this Agreement and the terms in the other agreement that address the Online Access Process. Also, the original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

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## 2. The Service

- (a). Description
- (b). Owners, Authorized Representatives and Delegates
- (c). Signature Requirement Waiver
- (d). Acknowledgements and Agreements

### **2(a). Description**

Under the terms and conditions of this Agreement, you may use the Service to:

- Access your Eligible Accounts.
- Obtain Online Financial Services.
- Perform authorized transactions through the Website.

For your Eligible Accounts, transactions available to you may include obtaining balance information, transaction history and other information. For some Eligible Accounts, the balances and transaction history may only show activity as of the close of the previous Business Day.

We provide insurance policy information for informational purposes only. Please contact your insurance carrier for current, accurate coverage details.

We will update our Website if we eliminate or introduce new features to the Service.

## **2(b). Owners, Authorized Representatives and Delegates**

If an Eligible Account is owned by more than one person, or has more than one Authorized Representative, each person individually may provide us with instructions, make any decision, obtain any information or make any request associated with the Eligible Account and related Online Financial Services, to the extent allowed by agreements covering the Eligible Account.

If you make someone an Authorized Signer on a Business Eligible Account, and he/she is enrolled in the Service, we can treat him/her as an Authorized Representative.

If you tell us that an Authorized Representative is no longer authorized, we'll consider his/her transactions unauthorized only when:

- You tell us that you did not want or intend the transaction(s); and
- The Authorized Representative performs them after you let us know he/she is no longer authorized; and
- We have reasonable opportunity to act on your notification.

For more details, please see the agreements for your Eligible Accounts and Online Financial Services.

## **2(c). Signature Requirement Waiver**

Any requirement to verify two or more signatures on any item (such as a check) does not apply to electronic or telephone transfers. This means that you're allowing any Authorized Signer on your Eligible Account to individually make electronic or telephone transfers, even though his/her authority to transfer or withdraw funds from your account by some other means (such as by check) must be exercised jointly with one or more other persons.

This provision controls and takes precedence over any conflicting provision in any other agreements you have with us.

## **2(d). Acknowledgements and Agreements**

You agree that:

- Each of your Authorized Representatives will be acting as your agent and will be bound by this Agreement and any separate agreement governing the Eligible Account or Online Financial Service.
- We may rely and act on the instructions of any Authorized Representative.
- All transactions that an Authorized Representative performs on an Eligible Account or Online Financial Service, including those you did not want or intend, are transactions authorized by you. You are solely responsible for those transactions.
- You are solely responsible for supervising all of your Authorized Representatives and monitoring the actions they take on your behalf, whether or not we provide any tools for managing their authority.

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### 3. Access

(a). Accessing Eligible Accounts and Online Financial Services

(b). Terminating Access

#### **3(a). Accessing Eligible Accounts and Online Financial Services**

You authorize Fowler State Bank to provide access to your Eligible Accounts and Online Financial Services through the Service. You may access your Eligible Accounts and Online Financial Services through the Website to obtain information and perform transactions authorized on the Website.

To access your Eligible Accounts and Online Financial Services through the Website, you need a username, a password and required hardware and software (see the Website for details). To complete your enrollment in the Service, you will be required to validate your email address. Additionally, you are required to maintain an email address that is continuously operational to receive email communications from us in order to continue to access your Eligible Accounts and Online Financial Services through the Website.

You also have to comply with any other security procedures we may establish. Subject to the terms of this Agreement, you'll generally be able to access your Eligible Accounts and Online Financial Services through the Website 7 days a week, 24 hours a day. Sometimes the Service may be unavailable due to system maintenance or circumstances beyond our control. You must provide all computer, telephone and other equipment, software (other than any software provided by us) and services you need to access the Service.



When using the Mobile Banking Service, you may generally access certain Eligible Accounts through the mobile browser, our mobile apps, or get certain information through text messaging on a Mobile Device.

### **3(b). Terminating Access**

**For Violating the Agreement.** If you violate any terms of this Agreement (including non-payment of fees under any applicable fee schedule) or any other agreement you have with us, you agree that we may suspend or terminate your access to any of your Eligible Accounts and Online Financial Services. We are not required to reinstate or re-activate your access.

**Voluntarily.** If you close all your Eligible Accounts and terminate your Online Financial Services, or withdraw from the Service, we may suspend or terminate your access without prior notification. If you close your Eligible Accounts, you could also lose access to your Online Financial Services, and we may terminate your access to the Service. We are not required to reinstate or re-activate your access. If you have no Eligible Accounts linked to the Service, or don't use the Service for a period of 24 consecutive months, we may at our discretion terminate your access without prior notification.

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## **4. Eligible Accounts and Online Financial Services: Additional Provisions**

- (a). Removing Online Access
- (b). Electronic Funds Transfer Timing
- (c). System Maintenance
- (d). Account Linking and Display
- (e). Emails and Text Messages

### **4(a). Removing Online Access**

If you want to remove online access for an Eligible Account, email us through the Service or call Fowler State Bank Customer Service at **1-719-263-4276**.

### **4(b). Electronic Funds Transfer Timing**

Unless the Website or our other agreements with you say otherwise, electronic funds transfers completed through the Service before the transfer cut-off time on a Business Day will be posted to your Eligible Account the same day.

All transfers completed after the transfer cut-off time on a Business Day, or on a day that is not a Business Day, will be posted on the next Business Day.

Please note that electronic funds transfers:

- **Between financial institutions** will be processed, completed and posted by the other institution following its own rules.
- Initiated through the Service for **person-to-person payments** may have different transfer cut-off or posting times.

#### **4(c). System Maintenance**

Sometimes you may not be able to access one or more of your Eligible Accounts or Online Financial Services due to system maintenance or circumstances beyond our control. During these times, you may be able to call Fowler State Bank at **1-719-263-4276**, use a Fowler State Bank ATM, or visit a Fowler State Bank branch to obtain information about your Eligible Accounts.

#### **4(d). Account Linking and Display**

Once you enroll for the Service, you can link and display certain Eligible Accounts. Eligible Accounts that are linked and displayed through the Mobile Banking Service may be subject to certain limitations and restrictions.

Eligible Accounts will appear on your Account Summary page on the Website without regard to who else may have an ownership interest in each Eligible Account.

#### **4(e). Emails and Text Messages**

You authorize us to send emails and text messages to others on your behalf, if needed to carry out your instructions regarding an Eligible Account or Online Financial Service. These communications may identify you by name and may state that we're sending them on your behalf and according to your instructions.

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### 5. Business Eligible Accounts: Additional Provisions

If you have a Business Eligible Account or Business Online Financial Service, we may require (based on terms, conditions, or other agreements) any Authorized Representative to:

- Enter into this Agreement, as amended.
- Access each Business Eligible Account of yours in any manner and for any purpose available through the Service, whether available now or at some time in the future.
- Use any Online Financial Service in any manner and for any purpose available through the Service, whether available now or in the future.

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## 6. Digital Bill Pay (Fowler State Bank Bill Pay)

- (a). Description
- (b). Fees
- (c). Monitoring
- (d). Stop/Change Payment
- (e). Scheduling Payments
- (f). Errors and Liability
- (g). Joint Accounts
- (h). Termination
- (i). Conflicts Between Sections
- (j). Additional Provisions (Business Accounts Only)
- (k). Acknowledgements and Agreements

### **6(a). Description**

Fowler State Bank Bill Pay ("Bill Pay") lets you schedule bill payments through the Service. You must have at least one Eligible Account to use Bill Pay. You have to be enrolled in the Service to use Bill Pay. You authorize us to add Eligible Accounts that are Fowler State Bank credit card or loan accounts as payees in Bill Pay, but depending on your history related to those accounts, we may not automatically establish them as your Bill Pay payees. For certain providers, you may have to provide additional identification information to see the bill detail information from our Website; or you may have to visit your provider's site directly to see bill detail information.

Bill Pay payments made with an eligible credit account cannot be used to make payments on other Fowler State Bank credit products. A Funding Account may not be used to pay any part of the balance you owe on that Funding Account. Eligible Accounts that require two or more signatures or authorizations to withdraw or transfer funds may not be used as a Funding Account. A Funding Account must remain linked to the Service in order to use the Funding Account for current, future and automatic (recurring) Bill Pay payments.

Other than as stated above, there is no limit to the number of payments that may be authorized (except that payments funded with a credit account are limited to the total of the available credit in the account when payments are made).

You may pay any payee approved by us in the continental United States, Alaska and Hawaii, and the following United States Territories: Guam, Puerto Rico and the Virgin Islands. Payments to a person or business with an APO or FPO address will be made via paper check.

Bill Pay is intended for your use only. Trying to use Bill Pay to process payments on behalf of someone other than an Owner is prohibited and will be grounds for termination of Bill Pay and your access to the Service.

We may use non-affiliated third parties acting on our behalf to process Bill Pay payments. These third-party processors must adhere to Fowler State Bank's strict security and privacy-protection standards. Paper checks processed by non-affiliated third parties may show that they were drawn on the third-party processor, rather than on Fowler State Bank

The date a Bill Pay payment starts processing is referred to in this Agreement as the "Payment Send On Date." Specific details about the Payment Send On Date will be provided on the Service Web pages when you schedule a Bill Pay payment. We may, at our option, pay or refuse to make bill payments funded by Eligible Accounts if it would create an overdraft on those accounts. We will make this decision regardless of whether we've previously established a pattern of honoring or dishonoring overdrafts.

If we receive a bill payment drawn against your Eligible Account and there are insufficient available funds in your Funding Account to cover the payment, we may at our sole discretion:

- Cover the payment by transferring available credit or funds from an account you have linked for Overdraft Protection, or
- Pay the bill payment and create an overdraft on your account, or
- Decline the bill payment, or
- Re-attempt the bill payment the following business day (until this second attempt is completed, the payment is pending and cannot be cancelled).

Any negative balance on your Funding Account will be governed by your agreements with us. If a Funding Account is an eligible business credit card or line of credit account, we don't have

to make a payment unless that account has sufficient available credit to pay the bill on the Payment Send On Date.

Your account's terms and conditions describe "over limit fees" that may apply to you if any bill payments, associated fees or finance charges cause your credit account balance to exceed the credit limit. The dollar amount of bill payments through your credit account (whether we make these payments electronically or by check) will be charged to that credit account on the Payment Send On Date.

Finance charges (such as interest and transaction fees) may apply to bill payments funded by a credit account; these charges will be shown to you during the payment scheduling process. Please see your credit account agreement and any written disclosure statements for more information.

If your Funding Account closes or is restricted for any reason, we'll cancel all pending payments associated with the account. It will be your sole responsibility to make all pending and future payments.

#### **6(b). Fees**

For fees associated with the Bill Pay service, please reference our current fee schedule.

#### **6(c). Monitoring**

We don't have any duty to monitor payments made through Bill Pay. If you're a business, and an Authorized Representative of yours uses your Funding Account to pay bills that aren't yours, you assume the entire risk of loss. You also agree to indemnify and hold us and our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments, and expenses (including attorney fees) arising from such use.

#### **6(d). Stop/Change Payment**

You have the right to stop or change any scheduled bill payment, but you must do so within the secure online session by 4 pm Mountain Time, on the Payment Send On Date, either by using Bill Pay or by calling Fowler State Bank at **1-719-263-4276**.

After 4 pm Mountain Time, electronic bill payments that are already in process can't be cancelled or stopped.

You can stop payment on a bill payment sent by paper check by using the Bill Pay secure online session or by calling **1-719-263-4276**. Stop payment requests aren't guaranteed:

Payees can present paper check payments to their bank before the stop payment has been properly processed, and once a paper check has been cashed by the payee it cannot be stopped. If we successfully stop the payment of a paper check, it may take up to seven Business Days for the funds to be credited back to your account.

### **6(e). Scheduling Payments**

When making payments through Bill Pay, please allow enough time for your payee to receive your payment and credit your account properly. To avoid incurring a finance or other charge imposed by your payee, you must schedule a payment sufficiently in advance of the payment due date. There will be a delay between the Payment Send On Date (the date your payment starts processing) and the date the payee receives that payment, so you should schedule the payment in accordance with the payment rules displayed on the Make Payment screens. The Payment Send On Date must be at least five full Business Days before the date the payment is due at the payee for check payments and up to three full Business Days (or as shown on the Make Payment screens) for electronic payments. Bill Pay payments sent by check will show the payer of the check as the "Name on Bill" you have provided for that payee record. For scheduling purposes, you should count the first Business Day after your scheduled Payment Send On Date as Business Day one.

Time your payment using the due date of the payment, not the last day of any grace period established by the payee. Payments must be scheduled before 4 pm Mountain Time to be processed on that day. We will withdraw funds from your Funding Account on the Business Day following your Payment Send On Date. Your Available Balance may be reduced by the amount of your payment on the calendar day following your Payment Send On Date, if that day is not a Business Day.

If a paper check is sent and the check is not presented for payment within 90 days, we'll stop payment on the check and credit the check amount back to your Funding Account.

To avoid sending duplicate payments, if you schedule more than one payment to the same payee for the same amount on the same date, only one payment will be sent.

### **6(f). Errors and Liability**

If we don't properly complete a bill payment on time, or in the correct amount, we'll pay any related late fees or finance charges that you reasonably incur as a result, if your account was in good standing with the payee before the incident.

We will also be liable to you if we don't stop a payment according to your order if the order described the payment with reasonable certainty, and the order was received at a time and in a manner that would let us act on it before the payment was sent or in process.

Except as stated in this Agreement, any stop payment provisions of the agreement governing your Eligible Account that apply to checks will also apply to Bill Pay. We aren't responsible for any charges or fees imposed (including finance charges and late fees), or any other action, taken by a payee resulting from a payment that you didn't schedule properly.

Also, we won't be liable if:

- Any other party that is meant to make a payment fails to properly transmit the payment to the intended payee.
- Your Funding Account and/or overdraft protection plan lacks sufficient funds or credit.
- A legal order directs us to prohibit withdrawals from the Funding Account.
- The Funding Account is closed or frozen.
- Any part of the electronic funds transfer system network is not working properly.

We won't be liable for indirect, special, or consequential damages from using Bill Pay. We don't recognize "grace periods", "late after", or "postmarked by" dates when deciding whether to reimburse late fees or finance charges.

### **6(g). Joint Accounts**

Joint account holders may use the same account as their Funding Account for their individual use of Bill Pay. Each Owner of an Eligible Account and each Delegate with access to that account has the same right of access to account activity. notifying Online Customer Service of suspected loss, fraud or canceling Bill Pay, etc.

Owners and Delegates (provided they are Authorized Signers) may enroll in Bill Pay individually. If they do, they will need a unique password and will have a separate payee list and payment history.

### **6(h). Termination**

Fowler State Bank may terminate your access to Bill Pay without prior notice if you:

- Have Bill Pay and don't schedule or process a payment through Bill Pay for any 24-month period.

- Use Bill Pay for other, unauthorized purposes.
- Establish more than 999 payees.
- Close your Eligible Account and don't designate a new account as a Funding Account within 30 days.

If Fowler State Bank terminates your use of Bill Pay, your online bill payment information will be lost and all pending payments will be cancelled and are your sole responsibility.

If you decide to terminate Bill Pay, we strongly suggest that you cancel all future bill payments at the same time that you cancel Bill Pay, either by deleting those payments yourself using Bill Pay or by calling Fowler State Bank at **1-719-263-4276**. Once we have been notified that you have terminated Bill Pay, we'll automatically delete all outstanding payment orders (all individual payments and all recurring payments).

#### **6(i). Conflicts Between Sections**

If this Section 6 conflicts with any other provisions of this Agreement, this Section governs with respect to Bill Pay.

#### **6(j). Additional Provisions (Business Accounts Only)**

The provisions in this Section 6(j) apply only to bill payments from Business accounts. For payment requests from Business accounts, which are subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), we're liable only for damages required to be paid under UCC 4A. We'll never be liable for any exemplary, special, indirect, or consequential loss, damage, costs or expense of any nature, including, without limitation, lost profits, even if we have been informed of the possibility of such damages, except as may be required by law.

#### **6(k). Acknowledgements and Agreements**

You agree:

- To pay our fees associated with multiple transaction attempts. Fees may vary depending on the action we take.
- That you will only use Bill Pay to pay bills and invoices, and not for any other purpose.
- That the password security described in Section 15 of this Agreement sets forth security procedures for electronic funds transfers that are commercially reasonable.
- If you don't access your Eligible Accounts through the Service for any 24-month period, we may terminate all or any part of the Service.



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## 7. Account-to-Account Transfer Service

- (a). Description
- (b). Information Authorization for non-Fowler State Bank Accounts
- (c). Accounts
- (d). Transfer Types and Limitations
- (e). Authorization
- (f). Transfer Service Changes and Discontinuation
- (g). Suspension, Reinstatement and Termination
- (h). No Unlawful or Prohibited Use
- (i). Account Number Policy
- (j). Joint Account Holder (For Consumer Accounts Only)
- (k). Your Responsibility for Errors
- (l). Our Liability
- (m). Security

### **7(a). Description**

Account-to-Account Transfer Service ("Transfer Service") lets you transfer funds:

- From your Fowler State Bank checking and/or savings accounts to your accounts at other United States financial institutions ("Financial Institutions");
- From your accounts at other Financial Institutions to your Fowler State Bank checking and/or savings accounts;

In this section "Account(s)" refers to each of the accounts referenced above.

In addition to the terms of the Agreement, your use of the Transfer Service is subject to:

- Terms or instructions appearing on the screen when using the Transfer Service; and

- Our rules, procedures and policies and the account agreements applicable to the Accounts used in the Transfer Service.

To use the Transfer Service you must:

- Be of legal age and a resident of the United States;
- Have at least one Account with us; and
- Agree to the E-Sign Consent and this Agreement; and
- Be enrolled in a Service.

If your Accounts and/or Service are terminated for any reason, you will have no further right or access to use the Transfer Service.

### **7(b). Information Authorization for non-Fowler State Bank Accounts**

We may verify the Accounts that you add to the Transfer Service. You authorize us to validate the Accounts in a manner selected by us, including through the use of a test transfer, in which one or more low value payments credited to and debited from your non-Fowler State Bank Account. Once the test transfer is complete we may ask you to access this Account to tell us the amount of the test credit or debit or any additional information reported by your Financial Institution with this test transfer. We may also verify Accounts by requiring you to submit proof of ownership of the Account(s).

### **7(c). Accounts**

By using the Transfer Service, you represent and warrant to us that:

- You own or are an authorized signer on the Account held with us and at the non-Fowler State Bank Financial Institution;
- Your Account at the non-Fowler State Bank Financial Institution is a United States account;
- Your Account and applicable law permit transfers;
- You have the right to authorize and permit us to access your Accounts to complete such funds transfers or for any other purpose authorized by this section;
- By disclosing to us and authorizing us to use Account information and complete the transfer you are not violating any third party rights; and
- Information you provide to us is true, current, accurate and complete.

You hereby authorize and permit us to use information you submit to make transfers and to configure the Transfer Service to be compatible with the Accounts.

At all times your relationship with each non-Fowler State Bank Financial Institution is independent of Fowler State Bank and your use of the Transfer Service. We will not be responsible for any acts or omissions by the non-Fowler State Bank Financial Institution, including without limitation, any modification, interruption or discontinuance of any Account by such Financial Institution, or by any other third party.

Not all types of accounts are eligible for funds transfer. We may decline the use of any Account that we believe may present a risk to you and/or us. Be sure to check with your Financial Institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. Excess activity fees may apply if you exceed federally-mandated transaction limits for savings accounts. For more information, please refer to your account agreement with the Financial Institution that maintains your Account.

#### **7(d). Transfer Types and Limitations**

**Type of Transfers.** We may add new features to the Transfer Service, including 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. We may at any time decline a funds transfer that we believe may violate applicable law.

**Frequency of Transfers.** We do not limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules and regulations governing the applicable Accounts. For security and risk management reasons we may modify the limit, the frequency and the dollar amount of transfers you can make using our Transfer Service. The limits on the frequency and dollar amount of transfers are solely for the protection of Fowler State Bank.

**Dollar Amount of Transfers.** You may not make funds transfers in excess of dollar limits for the Transfer Service. We reserve the right to change the dollar amount of funds transfers you are permitted to make using our Transfer Service. In the event that your use of the Transfer Service has been suspended and reinstated as provided below (see Section 7(g) Suspension and Reinstatement of Transfer Service), you understand and agree that your use of the Transfer Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

**Transfers subject to the Rules of the Accounts.** All funds transfers are subject to the rules and regulations governing the relevant Accounts. You may not initiate any funds transfers from or to an Account that are not allowed under the rules or regulations applicable to such Account including rules or regulations designed to prevent the transfer of funds in violation of the Office of Foreign Asset Control (OFAC) regulations.

**Failure or Rejection of Transfers.** Upon learning that the funds transfer could not be completed, we may, but are not required to, make a reasonable effort to complete the transfer again. If the funds transfer fails, we will notify you to contact your non-Fowler State Bank Financial Institution to learn more about the failure.

We reserve the right to decline (i) any funds transfer or (ii) to submit funds transfer instructions or orders or (iii) to carry out change or cancellation requests.

You represent and warrant to us that you have enough money in the non-Fowler State Bank Accounts to make any funds transfer you request that we make on your behalf through the Transfer Service. If we receive a transfer request against your Account and there are not enough available funds in your Account to cover the transfer, we may at our sole discretion:

- Cover the transfer in accordance with the terms of any written overdraft protection plan that you and we have established;
- Cover the transfer and create an overdraft to your Account; or
- Decline the transfer.

We may make the decision regardless of whether we may have previously established a pattern of honoring or dishonoring overdrafts. Fees may vary depending on the action we take. Any negative balance on your Account is immediately due and payable, unless we agree otherwise in writing, and you agree to reimburse us for the costs and expenses (including attorney fees and expenses) we incur in recovering the negative balance (including overdraft and associated fees).

**Your Right to Cancel a Transfer.** Payments that are in process cannot be cancelled or stopped. When the Transfer Service offers recurring and/or future one time transfers, you may cancel any transfer as long as we receive the request before the process date of the one-time transfer or the next scheduled recurring transfer. For recurring transfers, you may cancel only the next scheduled transfer or the entire recurring transfer schedule. After the entire recurring

transfer schedule is cancelled, all future transfers will be cancelled and you must reschedule it if you want transfers to be made in the future.

You may cancel a transfer by logging on to the Transfer Service or by contacting us at Fowler State Bank at **1-719-263-4276**.

### **7(e). Authorization**

You agree that your transfer instructions are the authorization for us to complete the funds transfer. You authorize us to select any means to execute your funds transfer instructions, such as the Automated Clearing House (ACH), wire transfer or check. You will be bound by the rules and regulations that govern the applicable funds transfer systems, such as CHIPS or ACH rules as published by the National Automated Clearinghouse Association (NACHA).

We will make all reasonable efforts to process your transfer requests in a timely manner; however, we reserve the right to hold funds pending settlement or for such period of time as we deem necessary, in our sole discretion, to cover items which may be returned unpaid. For Fowler State Bank Accounts, any interest earned on such funds during the hold period will remain the property of Fowler State Bank.

To complete your funds transfer we may utilize ACH transfers, which will result in a debit to one of your Accounts and a credit to another of your Accounts. All Fowler State Bank ACH transfers go through a Fowler State Bank transfer account. For ACH debit entries (which debit your other Account and credit your Fowler State Bank Account), Fowler State Bank typically holds funds for 3-4 business days to make sure that the item will not be returned unpaid before we will credit your Account. If the ACH transaction is returned for any reason and the payment has been credited to your Account, you authorize us to debit your Account, in whole or in part, for the amount of the returned item and for any returned item fee.

We will notify you of such charge in advance of the transaction. If you choose to proceed with the transaction, you authorize us to debit your Account in the amount indicated.

### **7(f). Transfer Service Changes and Discontinuation**

Depending on the type of transfer or the type of your Fowler State Bank Account we may charge fees, for the use of the Transfer Service, and for any additional services or features that we may introduce. We will notify you of such charge in advance of the transaction. If you choose to proceed with the transaction, you authorize us to debit your Account in the amount indicated. You agree to pay all fees associated with the use of the Transfer Service.

We may modify or discontinue the Transfer Service or your Account(s) with us, with or without notice, without being liable to you, any other user or any third party.

### **7(g). Suspension, Reinstatement and Termination**

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 Transfer Service, immediately and without prior notice to you, if we incur a problem with your use of the Transfer Service. For example, if there is a failure in attempting to debit any of your Accounts or to collect any of your funds transfers as described above. You understand and agree that such action is reasonable for us to take in order to protect Fowler State Bank from loss. In the event of such suspension, you may request reinstatement of your service by contacting us at **1-719-263-4276**.

In our sole discretion, we may grant or deny reinstatement of your use of the Transfer Service. If we agree to reinstate you, we may initially reinstate your Transfer Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions. Based upon your subsequent usage of the Transfer Service, we may restore your ability to complete transfers subject to such higher limits as may then be in effect.

Subject to applicable law, we may terminate your right to use the Transfer Service at any time and for any reason, including if in our sole judgment we believe you:

- Engaged in conduct or activities that violate any of the terms of this Agreement or our rights; or
- Provided us with false or misleading information; or
- Interfered with other users or the administration of the Transfer Services.

### **7(h). No Unlawful or Prohibited Use**

As a condition of using the Transfer Service, you warrant to us that you will not use the Transfer Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Transfer Service or by any applicable law or regulation. You further warrant and represent that you will not use the Transfer Service in any manner that could damage, disable, overburden, or impair the Transfer Service or interfere with any other party's use of the Transfer Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Transfer

Service. These warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

### **7(i). Account Number Policy**

If the instructions for a transfer under the Transfer Service identify a bank or beneficiary by name and account number, we or 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 agree that neither we nor the relevant Financial Institution will have responsibility to investigate discrepancies between names and numbers.

### **7(j). Joint Account Holder (For Consumer Accounts Only)**

By using the Transfer Service, you confirm that, if your Accounts are held jointly, your joint account holder has consented for you to use your Accounts for the Transfer Service. Each joint account holder on Accounts at Fowler State Bank has the right of access to account activity and to view transfers scheduled to be debited from the Fowler State Bank Account.

For your Fowler State Bank checking and savings Accounts, a joint account holder may cancel, but not edit, any pending or scheduled transfer where funds are being transferred from a Fowler State Bank Account if the cancellation occurs before the transaction is sent for processing. We may end your use of the Transfer Service if any joint account holder notifies us that (i) the joint account holder never consented to your use of our Transfer Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) the joint account holder is withdrawing consent for you to use the joint account for the Transfer Service.

### **7(k). Your Responsibility for Errors**

We must rely on the information you provided, and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. Financial Institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. If you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we may recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of Financial Institutions holding the non-Fowler State Bank Account.

Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant Financial Institution. Any rights you may have against a Financial Institution for such errors, delays or other problems are subject to the terms of the agreements you have with such Financial Institution, including any time limits during which complaints must be made.

Please see EFT Provisions (Consumers) in Section 8 in this Agreement for terms and conditions that apply to electronic funds transfers that debit or credit a consumer checking, savings or other asset account and are subject to Regulation E.

### **7(I). Our Liability**

If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account.

We are not liable for any costs, fees, losses or indirect, special or consequential damages of any kind incurred as a result of:

- Our debit and/or credit or inability to debit and/or credit the accounts in accordance with your funds transfer instructions; or
- Inaccuracy, incompleteness or misinformation contained in the information retrieved on the accounts; or
- Charges imposed by any non-Fowler State Bank Financial Institution or by applicable law; or
- Funds transfer limitations set by the non-Fowler State Bank Financial Institutions or applicable law; or
- Not enough money in your Account to make the funds transfer; or
- Transfers exceeding the credit limit on any applicable overdraft line; or
- System failures at a non-Fowler State Bank Financial Institution and we are unable to complete the transfer; or



- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or
- Third party caused, including your non-Fowler State Bank Financial Institution; or
- Any further limitations on liability as otherwise stated in the agreement(s) governing your Account(s) with us.

There may be additional exceptions to our liability stated in this Agreement.

Except as otherwise required by law, we will in no event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty from this Agreement.

### **7(m). Security**

Fowler State Bank protects your personal information and privacy as disclosed in the Privacy and Use of Information (Section 16) of this Agreement and under the Privacy, Cookies, Security and Legal link on [fowlerstate.com](http://fowlerstate.com).

**Security Procedures.** The Financial Institution at which your account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. In connection with the Transfer Service we may provide to that Financial Institution such information as may be required to verify the instructions and the verification may constitute a valid security procedure under the rules governing that Account.

**Deviating from Security Procedures.** You permit us to authorize your non-Fowler State Bank Financial Institution to accept funds and transfer instructions in accordance with any authorization procedures you and such Financial Institution have agreed upon, or that we, on your behalf, and such Financial Institution have agreed upon, without verifying the instructions under the established security procedures, regardless of whether you agreed to the security procedures or we agreed on your behalf. In addition, we may authorize such Financial Institutions to charge and debit your Accounts based solely on these communications.

**Additional Provisions for Business Accounts.** The provisions in this Section 7 apply only to transfers to and/or from business accounts. You agree that the password security described in the OAA and in this Section 7 sets forth security procedures for funds transfers that are commercially reasonable. For transfer requests to and/or from business accounts, which are subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), you agree that we are liable only for damages required to be paid under UCC 4A except to the extent such

damages are covered by the Online Security Guarantee. In no event will we be liable for any special, indirect or consequential loss, damage, costs or expense of any nature, including, without limitation, lost profits, even if we have been informed of the possibility of such damages, except as may be required by law.

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## 8. Electronic Funds Transfer Provisions (Consumers)

- (a). Applicability
- (b). Your Liability
- (c). Errors/Unauthorized Electronic Funds Transfers/Questions
- (d). Documentation
- (e). Changes to Debit Amounts
- (f). Stop Payment Orders for Pre-Authorized Electronic Funds Transfers
- (g). Acknowledgements and Agreements

### **8(a). Applicability**

The provisions in this Section 8 apply only to EFTs that debit or credit a Consumer's checking, savings or other asset account and are subject to Regulation E.

When applicable, we may rely on any exceptions to the provisions in this Section that are covered in Regulation E. All terms in this Section not defined in this Agreement but defined in Regulation E will have the meaning given in Regulation E.

### **8(b). Your Liability**

Your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

<b>If you notify us...</b>	<b>Your liability won't exceed...</b>
Within two Business Days after learning of the loss or theft of your password	\$50; or the amount of unauthorized EFTs that occur before notice to us, whichever is less.
More than two Business Days after learning of the loss or theft of your password	\$500; or \$50, plus the amount of unauthorized EFTs that occurred within the two Business Days, plus the amount of unauthorized EFTs that occur after the close of two Business Days and before notice to us.

To avoid liability for subsequent transfers, you must report unauthorized EFTs that appear on a periodic statement within 60 days of our transmittal of the statement. If you don't, your liability won't exceed the amount of the unauthorized EFTs that occur after the close of the 60 days and before notice to us, and that we establish would not have occurred had you notified us within the 60-day period. You may also be liable for the amounts described in the table above.

If your delay in notifying us was due to extenuating circumstances, we'll extend the times specified in the immediately preceding paragraphs to a reasonable period.

### **8(c). Errors/Unauthorized Electronic Funds Transfers/Questions**

Here's how to notify us when you believe that an error, unauthorized EFT, or unauthorized transfer has been or may have been made:

- **Phone. 1-719-263-4276.**
- **Paper Mail.** Fowler State Bank, PO Box 68, Fowler, CO 81039.
- **Email.** Sign on to the Service with your password and use the appropriate form. For questions or errors about online funds transfers, use the Transfers and Deposits Questions form. For questions or errors about bill payment transactions, use the inquiry forms accessible through Bill Pay.

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

When contacting us about an error or with questions, please tell us:

- Your name and account number (if any).
- About the error or the transfer you question, and clearly explain why you believe it is an error or why you need more information.
- The dollar amount and date of the suspected error.

If you report a problem by phone, we may need you to submit your complaint or question in writing within 10 Business Days. We'll determine whether an error occurred within 10 Business Days after we hear from you, and will promptly correct any error. If we need more time to conduct our investigation, we'll notify you of our need for an extension of up to 45 days. If we decide to do this, we'll credit your account within 10 Business Days for the amount you think is in error, so you can use 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 don't receive it within 10 Business Days, we may not credit your account.

We may permit you to initiate or monitor the status of certain kinds of complaints or questions electronically on the Website. Complaints or questions you initiate via the process we provide on the Website will be considered as written.

For errors involving new accounts, point-of-sale or foreign-initiated transactions, our investigation may take up to 90 calendar days. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. We'll tell you the results within three Business Days after completing our investigation. If we decide that no error occurred, we'll send you an explanation. You can ask for copies of the documents that we used in the investigation.

#### **8(d). Documentation**

The cardholder will receive a receipt each time an ATM or in-branch kiosk is used to make an electronic transfer to or from your Eligible Account, unless the cardholder is notified otherwise before completing the transaction. The receipt is evidence of the transaction as recorded by the ATM or the Service; all transactions are subject to posting, final payment or verification. You can use the receipt to reconcile the statement for the Eligible Account.

You have the right to find out whether an EFT was credited to your Eligible Account. To do so, contact us at the number listed on your statement for your Eligible Account.

We'll send you a monthly statement if there are EFTs in a particular month. Otherwise, we'll send you a statement at least quarterly.

#### **8(e). Changes to Debit Amounts**

If you authorize a person to regularly debit your Eligible Account, and the amount varies from the previous amount debited, he/she must tell you, at least 10 days before each debit, when the debit will be made and how much it will be.

#### **8(f). Stop Payment Orders for Pre-Authorized Electronic Funds Transfers**

To place a stop payment order on preauthorized EFTs, call us at the number listed on the statement for your Eligible Account at least three Business Days before the scheduled transfer date. We'll need:

- Your name and the account number associated with the transfer;

- The exact name of the payee;
- The exact payment amount; and
- The scheduled transfer date.

If you don't provide correct and complete information, we may not be able to stop payment of the preauthorized EFT. If we pay a preauthorized EFT despite a valid stop payment order, we may require you to provide us with an affidavit describing in detail the dispute.

### **8(g). Acknowledgements and Agreements**

You agree to indemnify and hold us harmless from and against any loss incurred by us if we don't pay a preauthorized EFT because:

- Any of the information relied upon in the stop payment order is incorrect or incomplete; or
- A valid stop payment order is in effect.

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## 9. Alerts

(a). Description

(b). Using Alerts

(c). Alert Delivery Timing

(d). Terminating Alerts

(e). Acknowledgements and Agreements

### **9(a). Description**

You may enroll in an alerts service for your Eligible Account(s) where you will receive messages about your account activity, balances, and other information, such as payment reminders or suspicious activity. When you enroll in this Service, you may choose to receive alerts through email message(s), text message(s), push notification(s), and/or by other means.

### **9(b). Using Alerts**

During the enrollment process for this Service, you may choose the types of alerts you would like to receive and where to receive them. We may automatically enroll you in the Service for your Eligible Account(s) to receive certain alerts unless you request otherwise.

### **9(c). Alert Delivery Timing**

Receipt of alerts may be delayed or prevented by factor(s) affecting your internet/phone provider or other relevant entities.

Fowler State Bank isn't liable for losses or damages arising from:

- Non-delivery, delayed delivery, or the erroneous delivery of any alert.
- Inaccurate alert content.
- Your use or reliance on the contents of any alert for any purposes.

The information in any alert may be subject to certain delays.

### **9(d). Terminating Alerts**

Fowler State Bank may terminate your use of the Service at any time without notice. You may also modify your alerts preferences or choose to discontinue receiving alerts by updating your alerts subscriptions within online banking.

### **9(e). Acknowledgements and Agreements**

You agree that:

- Each alert may not be encrypted, and may include your name and information pertaining to your account(s).

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## **10. Online Statements and Documents**

(a). Description

(b). Eligible Accounts

(c). Enrollment

(d). Check Images

(e). Access

(f). Terminating Online Statements and Documents

### **10(a). Description**

Many account documents - including statements, tax documents, and legal notices - can be delivered online for certain Eligible Accounts and Online Financial Services. You have the

option to view, save, or print PDF versions of your account documents from the Website via desktop, tablet or mobile device.

Any legal notices or disclosures about your Eligible Account or Online Financial Service that would normally accompany your paper account statement, or that we would mail to you, may be delivered to you electronically. In some cases, we must continue to mail paper statements, legal notices and disclosures even if you elect to receive them electronically.

We may offer you additional options/preferences for delivery of various communications related to your Eligible Accounts or Online Financial Services. The following is a brief description of the various features of and requirements for using online statements and documents. We may add to, modify, or delete any feature of online statements and documents at our sole discretion.

### **10(b). Eligible Accounts**

Most Eligible Account statements and documents can be delivered online. You can determine online statement eligibility by signing on to the Website.

### **10(c). Enrollment**

Online statements and documents are available for certain Eligible Accounts or Online Financial Services if you have completed enrollment in the Service and provided us with a valid email address. Once enrolled, we will send you an email notice notifying you when your statement or document is available on the Website. To ensure that you continue to receive such email notifications, you must notify us of any changes or updates to your email address. We may revoke your online-only statement and document option and change your delivery preference to U.S. Mail if you don't maintain a valid email address.

Depending on the Eligible Account or Online Financial Service, one or more of the following may be true:

- Many Eligible Accounts and Online Financial Services automatically come with online-only delivery for statements and documents. This means you will no longer get paper statements and documents, unless required by law. You can change your delivery preference back to U.S. Mail at any time.
- For Eligible Accounts or Online Financial Services that don't automatically come with online-only delivery, you must choose online-only delivery for that Eligible Account or Service.

### **10(d). Check Images**

For deposit accounts, you may view online images of the individual checks posted to your account. If you currently receive an account statement with check images in paper format, once you choose online-only statements and documents, you will no longer receive the check images as part of the statement. You can ask us to mail a photocopy of a cancelled check to you (additional fees may apply).

### **10(e). Access**

You can access your online statements and documents (including legal notices and disclosures) on the Website.

Statements are available online for up to a maximum of twelve months, depending on the type of account enrolled. Statements for some types of Eligible Accounts or Online Financial Services are available for shorter time frames. If you didn't choose online-only delivery when the account was first opened, there may be a gap in the historical statements available online for some types of Eligible Accounts.

For some types of Eligible Accounts or Online Financial Services, there may be a delay of up to several weeks after enrollment before you can start viewing statements and documents online. You can still request historical account statements (fees may apply); please refer to the applicable account agreement and disclosures for details.

### **10(f). Terminating Online Statements and Documents**

We may terminate delivery of online statements and documents to you for one or more Eligible Accounts or Online Financial Services, without notice. As provided in Section 26(b) of this Agreement, if you don't access your Eligible Accounts through the Service for any 24-month period, we may terminate your access to all or any part of the Service. As provided in Section 10(c) of this Agreement, we may revoke your online-only statement and document option and change your delivery preference to U.S. Mail if you don't maintain a valid email address.

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## 11. Using Financial Management Software

- (a). Description
- (b). Online Banking and Bill Pay Access
- (c). Fees for Online Banking
- (d). Transfers
- (e). Bill Pay with Financial Management Software



- (f). Bill Pay Fees
- (g). Disclaimers
- (h). Additional Limitations of Liability
- (i). Acknowledgements and Agreements

### **11(a). Description**

Financial Management Software includes: Quicken®, QuickBooks®, Turbo Tax®, and other software we may identify on the Website. You are responsible for obtaining a valid and separate license agreement with the provider of your Financial Management Software. Your license agreement with the provider of your Financial Management Software may restrict the duration of your online access; we aren't liable for any such limitations or restrictions.

### **11(b). Online Banking and Bill Pay Access**

We may choose to let you download information into your Financial Management Software from certain Eligible Accounts. We may also let you initiate Bill Pay instructions through your Financial Management Software. The Eligible Accounts for which these options are available will be identified on the Website. We may also add to, modify, or delete any feature of your ability to access the Service through your Financial Management Software.

### **11(c). Fees for Online Banking**

Service fees may apply to your use of your Financial Management Software to connect to the Service. Your Internet, telephone, and/or mobile device service provider may assess other fees and bill them separately.

We'll designate a Fowler State Bank billing account (your "Billing Account") from which the fees will be paid. When you start using your Financial Management Software, you're authorizing us to charge your Billing Account for the fees. If you close your current Billing Account, we reserve the right to designate a Billing Account. If you would like to update your new Billing Account, please contact us at **1-719-263-4276**.

If you close all your Eligible Accounts, we'll suspend and/or terminate your access through your Financial Management Software. For information on which accounts are eligible, please contact us at **1-719-263-4276**.

### **11(d). Transfers**

You may transfer funds from Eligible Accounts. The number of transfers from an eligible savings account is limited, as detailed in the applicable account agreement.

Each Business Day has a cut-off time for funds transfers; transfers made after the cut-off time or on a Saturday, Sunday, or federal holiday will be made the next Business Day.

### **11(e). Bill Pay with Financial Management Software**

If you're enrolled in and use the Bill Pay service through your Financial Management Software, you may use the service to pay any merchant or individual in the U.S, and may also use it to make payments for any bank mortgage, installment loan, credit card or line of credit account.

You must designate through your software an Eligible Account from which bill payments may be made (your "Funding Account"). You may designate more than one Funding Account.

Each Business Day has a cut-off time for bill payments; payments made after the cut-off time or on Saturdays, Sundays, or federal holidays will be made the next Business Day.

All payments made using the Bill Pay service should be made at least four Business Days in advance of the due date, so the payee/merchant can credit your account in time to avoid any late-payment charges or penalties.

### **11(f). Bill Pay Fees**

Service fees may apply to accessing Bill Pay through your Financial Management Software and are detailed on the Website. Your Internet, telephone, and/or mobile device service provider may assess other fees and bill them separately.

We'll designate a Billing Account at Fowler State Bank from which fees for Bill Pay through your Financial Management Software will be paid. When you start using Bill Pay through your Financial Management Software, you're authorizing us to charge your Billing Account for the fees. If you close your current Billing Account, we reserve the right to designate a new deposit account as your Billing Account. If you would like to update your new Billing Account, please contact us at **1-719-263-4276**.

If you close all your Eligible Accounts, we'll suspend and/or terminate your access through your Financial Management Software. For more information on which accounts are eligible, please contact us at **1-719-263-4276**.

### **11(g). Disclaimers**

- 1. You agree that the Eligible Account information you download through your Financial Management Software is provided to you "as is" and "as available."**

2. **You agree that we make no warranties and have no liability as to:**
  - a. **Your access and use of your Financial Management Software according to the terms and conditions of any and all applicable license agreements with the providers of such Software;**
  - b. **The accuracy, completeness, availability or timeliness of the Eligible Account information, text, graphics, or other items in the Eligible Account information that you can download through your Financial Management Software;**
  - c. **The errors or omissions in the delivery or transmission of the Eligible Account information from us to you (and "you" includes delivery to your Financial Management Software and/or your computer); and**
  - d. **The download option's fitness for a particular purpose and non-infringement of any third-party rights.**
3. **Although payments to the following types of Payees may be scheduled through the Service, such payments are discouraged and are scheduled by you entirely at your own risk; IN NO EVENT WILL WE BE LIABLE FOR ANY CLAIMS OR DAMAGES THAT MAY RESULT IF YOU SCHEDULE PAYMENTS TO THE FOLLOWING PAYEES:**
  - . **Payees outside of the United States, including Canada;**
  - a. **Payees to U.S. Territories;**
  - b. **Tax payments;**
  - c. **Government agencies, or**
  - d. **Court-ordered payments (such as child support payments or traffic tickets). We have no obligation to research or resolve any claim that may result from these types of payments, nor are we responsible for any late payment-related charges when these types of payments are scheduled and/or processed through the Service. All research and resolution for any misapplied, misposted, or misdirected payments will be your sole responsibility.**
4. **We have no duty to monitor the online transfers or payments that you make. You assume the entire risk of using the Service properly to ensure that funds are transferred and bills are paid properly and timely. We won't be responsible for any charges imposed or any other action taken by a payee/merchant resulting from a bill payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we won't be liable if any third party through**

whom any bill payment is made fails to transmit the payment or the payment instruction properly to the intended payee/merchant, or if the merchant/payee or its bank fails to transmit a payment instruction or record a bill payment properly.

5. In using the Service, you understand that payees and/or the U.S. Postal Service may return payments for various reasons such as, but not limited to, payee's forwarding address expired; payee's account number is not valid; payee is not available to locate account; or payee's account is paid in full. We will use reasonable efforts to research and correct the returned payment and return it to your payee, or void the payment and credit your account.
6. Your Financial Management Software may provide the option of disabling selected features of the Service. To disable any feature of the Service, you MUST contact us by calling 719-263-4276 with your notification.
7. You understand that some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

#### **11(h). Additional Limitations of Liability**

You agree that we won't be liable to you for:

- Your inability to use the download, transfer and/or bill pay option;
- The accuracy, timeliness, loss or corruption, or misdelivery of any Eligible Account information, transfer, bill payment, or any other information;
- Unauthorized access to your Eligible Accounts or to your account information and any misappropriation, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions;
- Your inability to access your Eligible Account (including but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or Internet service providers ("ISPs"), natural disasters, strikes, or other labor problems); or
- Any other matter relating to the download, transfer or bill pay option.

#### **11(i). Acknowledgements and Agreements**

You understand and agree that:

- **Not all the information in your Eligible Accounts can be downloaded into your Financial Management Software.**
- **Information you can download may not include all of your account activity.**
- **Statements we generate are the official record of account transactions, positions and balances; the information you download is for tracking purposes only and should not be considered an official record.**
- **Account information won't necessarily reflect banking, financial, or investment activities and transactions that have not yet been completed or settled, and will only reflect the account information in your Eligible Accounts at the exact point in time that you download the information (for example, trades that have not yet been settled may not be reflected).**
- **Account information in your Eligible Accounts may reflect transactions as of a prior time period and may not be current when you download the information.**
- **We won't automatically update account information that you download to your Financial Management Software. You will have to update the Eligible Account information by downloading more current information from your accounts.**
- **Eligible Account information may include information you provided to us; you're solely responsible for the accuracy of this information.**
- **We aren't liable for any loss, damages or expenses of any kind as a result of your reliance upon the Eligible Account information in your Financial Management Software.**
- **You assume all risk that unauthorized third parties may access any Eligible Account information you download and store in your Financial Management Software.**
- **If you send information in an unsecure manner or take the Eligible Account information out of our secure systems by downloading it, we're no longer responsible for the security and confidentiality of that information, and the responsibility is now yours (or may be shared with others, such as your Financial Management Software provider).**
- **We aren't responsible for the security and confidentiality of the Eligible Account information if you:**

- **Use wireless connections to download your account information, in which case you acknowledge other persons may be able to access the information being downloaded; or**
- **Let others access or use your Financial Management Software.**
- **Downloads of Eligible Account information are at your own risk. You are solely responsible for any resulting damage to the computer (or other electronic device) to which you download any information.**

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## 12. Third-Party Software and Content

(a). Description

(b). Disclaimers

(c). Additional Limitations of Liability

(d). Acknowledgements and Agreements

### **12(a). Description**

**Third-Party Software.** We may offer third-party software tools and products ("Third-Party Software") that you can install on your computer. You are responsible for obtaining a valid and separate license agreement with the provider of the Third-Party Software.

**Third-Party Content.** We may offer information, commentary, and tools supplied by companies not affiliated with us ("Third Party Content"). All of the Third-Party Content on the Website is labeled as such, and may be available either in a frame, via a hyperlink, or simply posted to the Website. We don't own any interest in, edit, review or endorse any Third-Party Content.

### **12(b). Disclaimers**

1. You agree that:
  - a. Any Third-Party Software you download through your Financial Management Software is provided to you "as is" and "as available."
  - b. Any Third-Party Content you review or use is provided to you "as is."
2. You agree that we make no warranties and have no liability as to:

- . The accuracy, completeness, availability or timeliness of the information, text, graphics, or other items provided, stored, evaluated or processed through the Third-Party Software or Third-Party Content;
- a. Any errors or omissions in the delivery or transmission of the Third-Party Software or Third-Party Content from us to you (and "you" includes delivery to your Financial Management Software and/or your computer); and
- b. The Third-Party Software's or Third-Party Content's fitness for a particular purpose and non-infringement of any third-party rights.
- 3. You understand that some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

### **12(c). Additional Limitations of Liability**

You agree that we won't be liable to you for:

- Your inability to access or use the Third-Party Software.
- The accuracy, timeliness, loss or corruption, or misdelivery of any Eligible Account information or any other information processed by the Third-Party Software.
- Unauthorized access to your Eligible Accounts or to your account information and any misappropriation, or alteration, of your account information or data as a result of your installation or use of the Third-Party Software.

### **12(d). Acknowledgements and Agreements**

You agree and understand that:

- You assume all risk that unauthorized third parties may access any Third-Party Software you download and install, or any information you enter into the Third-Party Software.
- If you use the Third-Party Software to transmit information, you and the Third-Party Software provider are responsible for the security and confidentiality of that information.
- Any Third-Party Software downloads are your own risk and you alone are responsible for any resulting damage to the computer or other electronic device, as well as for any loss or corruption of data that might occur as a result.
- You are solely responsible for acquiring and maintaining a computer or other electronic device that can handle and access the Third-Party Software, including any necessary

equipment such as a modem, and that you're responsible for all costs associated with accessing the Third-Party Software.

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## 13. Communicating with Us

(a). Description

(b). Complaints and Feedback

### **13(a). Description**

The Service provides a platform for securely messaging Fowler State Bank. To ensure the security of your Eligible Account information, we recommend that use only the secure messaging feature when sharing sensitive or confidential account information about your Fowler State Bank accounts.

You cannot use email to initiate transactions on your Eligible Accounts. For transactions, please use the appropriate functions within the Service, call **1-719-263-4276**, or call the number listed on your account statement.

### **13(b). Complaints and Feedback**

Your feedback matters. Share your feedback and complaints so we can better serve you.

- Call us at **1-719-263-4276**
- Send us an email at [fowlerstate@fowlerstate.com](mailto:fowlerstate@fowlerstate.com)
- Write to us at PO Box 68, Fowler, CO 81039
- Talk with a friendly banker at any Fowler State Bank location

For other online servicing needs, contact us by email through your secure online session, or call Fowler State Bank at 1-719-263-4276.

Please contact us if you have any additional questions.

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## 14. Fees

(a). Fees for Eligible Accounts and Online Financial Services

(b). Payment

### **14(a). Fees for Eligible Accounts and Online Financial Services**



Fees (separately disclosed) in connection with an Eligible Account or Online Financial Service apply when using the Service. Additional fees may apply to specific services and are disclosed on the Website. Your internet, telephone, and/or mobile device service provider may assess other fees and bill them separately.

#### **14(b). Payment**

Unless otherwise agreed, you must designate an account at Fowler State Bank to pay fees for Eligible Accounts and Online Financial Services (your "Payment Account"). You authorize us to charge your Payment Account for the fees.

If you close your current Payment Account, you must notify us to designate a new deposit account that will be your Payment Account. In addition, you must cancel your Online Financial Services by notifying us at **1-719-263-4276** or the phone number located on your statement.

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### 15. Security

- (a). Description
- (b). Usernames and Passwords
- (c). Protecting Your Security
- (d). Acknowledgements and Agreements

#### **15(a). Description**

You need a username and password, or other Fowler State Bank approved security and authentication controls, to access your Eligible Accounts and Online Financial Services through the Service. We may set standards for your username and password. We recommend that you change your password regularly, and select a unique username and password combination for use only with the Service.

We may also require additional security procedures for certain transactions. These additional security procedures may require special hardware, software or third-party services. To enhance the security of your Eligible Accounts and Online Financial Services, we may also offer you additional, optional security procedures. These could include personal reference questions and answers, random number generators or one-time passwords.

We may also require the use or activation of specific applications, Internet browser software features, plug-ins and add-ons, to use the Service. These could include JavaScript support and "cookies."

To enable and enhance secure access to the Service, we may also access detailed information about the computers and Mobile Devices you use to access the Service. This could include, but are not limited to, telephone numbers and unique internal and network identifiers for your computers and Mobile Devices.

### **15(b). Usernames and Passwords**

You can change your username and/or password within the Service or by calling **1-719-263-4276**.

Usernames and passwords must meet the standards we establish. These standards will be available for your reference whenever you create or change a username and/or password. We may require you to change or update your username and/or password at any time. If we change these standards, you may have to change your password to meet the new standards. We aren't required to give you advance notice that we have changed the standards, or that we're requiring you to change or update your password. You are responsible for keeping your password confidential: We recommend you select a unique username and password combination for use only with the Service, and memorize it rather than writing it down.

### **15(c). Protecting Your Security**

Even though information exchanged through the Service is protected by advanced encryption techniques while being transmitted, you still need to protect your username and password for the Service.

You must notify us immediately if you suspect fraudulent activity on your Eligible Account or if you believe that:

- Your password may have been lost or stolen.
- A Mobile Device you use to access the Service has been lost, stolen or compromised.
- Someone viewed, downloaded or deleted electronic records from your Eligible Account or Online Financial Service without your permission.

To notify us:

- **Call 1-719-263-4276;**
- **Sign** on at the Website and send us an email through your secure online session; or
- **Write** to Fowler State Bank, PO Box 68, Fowler, CO 81039.

In the event of unauthorized use of your username and password, or any other security or authentication technique we use, you may be liable for resulting losses, to the extent permitted by law, unless you fulfill your responsibilities as detailed in this and other agreements with Fowler State Bank.

#### **15(d). Acknowledgements and Agreements**

You agree that:

We may place cookies and other identifiers on the computers and Mobile Devices you use to access the Service.

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#### **16. Privacy and Use of Information**

(a). Description

(b). Acknowledgements and Agreements

#### **16(a). Description**

We are committed to protecting your privacy. The provisions of the privacy policies provided or made available to you in connection with an Online Financial Service or Eligible Account will govern all information we gather from you in connection with using the Service, as applicable.

The type of information we may collect, retain and use could include your name, address, phone number, email address, and the IP address and other identifiers related to the computers and Mobile Device(s) you use to access the Service. Information that we gather may be stored in the United States or other countries, and is protected in accordance with Fowler State Bank information security standards.

You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to Fowler State Bank with your wireless operator account profile information for the duration of the business relationship.

#### **16(b). Acknowledgements and Agreements**

You agree that:

- We may collect and retain certain information and use that information to market our products and services to you. If your relationship with us is only as a participant in an employer-sponsored retirement or deferred compensation plan, or as an owner of a Shareowner Services Account, we won't treat this paragraph as authorizing us to market our products and services to you.
- If you access the Service, or use an Online Financial Service, we may track and record your geographic location. We may use automated processes to detect any use of the Service that violates the terms of this Agreement or any applicable law.

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## 17. Additional Responsibilities

(a). Your Responsibilities

(b). Acknowledgements and Agreements\_

### **17(a). Your Responsibilities**

You are responsible for:

- Actions taken by anyone using the Service after signing in with your username and password, or any other Fowler State Bank approved authentication control. We are entitled to rely and act upon instructions received under your username and password.
- Keeping your username and password confidential.
- For ensuring that you have signed off from the Service when your session is complete to prevent unauthorized persons from using the Service.
- Ensuring your computer operating system, software, browser version, plug-ins and anti-virus software are all current and up-to-date.
- Ensuring you have a valid email address.

### **17(b). Acknowledgements and Agreements**

You agree that you will:

- Be the only user of your username and password, that you won't transfer or disclose any of this information to any other person.
- Be responsible for all usage of the Service and any fees associated with use of other services accessed through the Service on your Eligible Account, whether or not authorized by you.

- Immediately notify us at **1-719-263-4276** or the phone number located on your statement to report any actual or suspected unauthorized use of your username or password.
- Provide true, accurate, current and complete information about yourself as requested.
- Not misrepresent your identity.
- Not use the Service for illegal purposes.
- Comply with all regulations, policies and procedures of networks through which you access and use the Service.
- Not use the Service in a way that disrupts the Service or the networks through which you access or use the Service.
- Not access or attempt to access any Service account for which you have no access authorization, or duplicate, modify, distribute or display any of the data or files from any such account.
- Be responsible for and provide all computer, telephone, and other equipment, software (other than any software provided by us) and services necessary to access the Service.

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## 18. Disclaimers

(a). Disclaimer of Warranties

(b). Limits on Liability and Obligations

(c). Indemnification

### **18(a). Disclaimer of Warranties**

To the fullest extent permitted by law, we make no warranties of any kind for the Service, either express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose.

We do not warrant that the Service will be uninterrupted or error free, that defects will be corrected, or that our Website that makes the Service available is free of viruses or other harmful components.

### **18(b). Limits on Liability and Obligation**

Fowler State Bank and its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers are not liable for any:

- Consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service) damages.
- Indirect damages.
- Incidental damages.
- Special damages.
- Punitive damages.

This is true whether these damages occur in an action under contract, or from negligence or any other theory, arising out of, or in connection with, this Agreement, the Service, or the inability to use the Service.

In addition to reasons such as scheduled system maintenance, damages could arise from circumstances beyond our control, even if we advise you of the possibility of such damages. These circumstances could include (but are not limited to):

- Power outages.
- System failures.
- Fires.
- Floods.
- Natural disasters.
- Extreme weather.
- Cyber-attacks, including Denial of Service (DoS).

In states that prohibit the limitation of liability for consequential or incidental damages, the above limitations may not apply.

Except as specifically provided in this Agreement or otherwise required by applicable law, we, our service providers or other agents, also won't be liable for:

- Any loss or liability you may incur resulting wholly or partly from failure or misuse of your equipment or software provided by an external company (such as an Internet browser provider, an Internet access provider, an online service provider or an agent or subcontractor of any of them).
- Any direct, indirect, special or consequential, economic or other damages arising in any way from your access/use/failure to obtain access to the Service. Fowler State Bank does not

make any representation that any content or use of the Service is appropriate or available for use in locations outside of the continental United States, Alaska or Hawaii.

We won't be obligated to honor, in whole or in part, any transaction or instruction that:

- Is not in accordance with any term or condition of this Agreement or any other agreement that applies to the relevant Online Financial Service or Eligible Account.
- We have reason to believe may not be authorized by you or any other person whose authorization we believe necessary.
- We have reason to believe involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction.
- Would violate any applicable provision of any risk control program of the Federal Reserve, the Office of the Comptroller of the Currency, or any applicable rule or regulation of any other federal or state regulatory authority.
- Is not in accordance with any other requirement of our policies, procedures or practices.
- We have other reasonable cause not to honor for our or your protection.

Fowler State Bank won't be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

### **18(c). Indemnification**

Except where we're liable under the terms of this Agreement or another agreement governing the applicable Eligible Account or Online Financial Service, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other content or materials you submit to us.
- Any fraud, manipulation, or other breach of this Agreement or the Service.
- Your violation of any other applicable laws or rights of a third party, including but not limited to rights of privacy, publicity or other property rights.
- The provision of the Service or use of the Service by you or any third party.

We reserve the right to defend/control (at our own expense) any matter otherwise subject to indemnification by you. In such a case, you will cooperate with us in asserting any available defenses. You won't settle any action or claims on our behalf without our prior written consent.

You are providing this indemnification without regard to whether our claim for indemnification is due to the use of the Service by you, your Authorized Representative or your Delegate.

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### 19. Dispute Resolution Program: Waiver of Class Action Rights and Arbitration Provisions

- (a). Description
- (b). Non-judicial Dispute Resolution
- (c). Definition of Disputes
- (d). Binding Arbitration and Waiver of Class Action Rights
- (e). Rights Preserved
- (f). Miscellaneous
- (g). Fees and Expenses
- (h). Small Claims Court

#### **19(a). Description**

This Section 19 constitutes the arbitration agreement between you and us, and includes a mutual waiver of class action rights. It governs disputes about the following, which are known as "Covered Disputes":

- Interpretation of this Agreement (which includes this arbitration agreement and whether a disagreement is a "dispute" subject to binding arbitration as provided for in this arbitration agreement).
- The Service.
- The Online Access Process.
- Online Financial Services ("Covered Disputes").

This section does not cover the following disputes:



- Disputes arising under any separate agreement governing your other Eligible Accounts. These are governed by the dispute resolution and governing law provisions of that agreement, which also take precedence over this section.

### **19(b). Non-judicial Dispute Resolution**

You and we agree that any Covered Disputes between or among you and us, regardless of when it arose, will, upon demand by either you or us, be resolved by the arbitration process described in Section (d) below. **You understand and agree that you and we are each waiving the right to a jury trial or a trial before a judge in a public court.**

As an exception to this Arbitration Provision, we both retain the right to pursue disputes in small claims court in the state where you reside if the dispute lies within that court's jurisdiction.

### **19(c). Definition of Disputes**

A dispute is any unresolved disagreement between or among you and us. Disputes include:

- Claims based on broken promises or contracts.
- Torts (injuries caused by negligent or intentional conduct) or other wrongful actions.
- Statutory, common law, and equitable claims.
- Any disagreement about the meaning of this Arbitration Provision.
- Whether a disagreement is a "dispute" subject to binding arbitration as provided for in this Arbitration Provision.

### **19(d). Binding Arbitration and Waiver of Class Action Rights**

Binding arbitration lets an independent third party resolve a Covered Dispute without using the court system, judges or juries. Either you or we may require the submission of a Covered Dispute to binding arbitration at any reasonable time, even if a lawsuit or other proceeding has begun. If either you or we don't submit to binding arbitration following a lawful demand, the one who fails to so submit bears all costs and expenses (including attorney's fees and expenses) incurred by the other in compelling arbitration.

**Neither you nor we will be entitled to:**

- **Join, consolidate or combine Covered Disputes by or against others in any arbitration; or**

- **To include in any arbitration any Covered Dispute as a representative or member of a class; or**
- **To act in any arbitration in the interest of the general public or in a private attorney-general capacity.**

Each arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA") or such other administrator as you and we may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to here as the "Arbitration Administrator"), according to the Commercial Arbitration Rules and the Consumer Arbitration Rules ("AAA Rules").

To the extent that there is any variance between the AAA Rules and this Arbitration Provision, this Arbitration Provision will control. Arbitrator(s) must be a member of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Covered Dispute.

You and we each agree that in this relationship:

- You and we are participating in transactions involving interstate commerce.
- The Arbitrator will decide any dispute regarding the enforceability of this Arbitration Provision.
- Each arbitration is governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code) and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws governing the relationship between you and us about which the Covered Dispute arose.

To find out how to initiate arbitration, please call any office of the AAA or visit the AAA Website at [www.adr.org](http://www.adr.org). If any of the provisions of this arbitration agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be unlawful or unenforceable, that invalid provision shall not be severable and this entire arbitration agreement shall be unenforceable.

### **19(e). Rights Preserved**

This Arbitration Provision and the exercise of any of the rights you and we have under this Arbitration Provision do not stop either of us from exercising any lawful rights to use other remedies available to:

- Preserve, foreclose, or obtain possession of real or personal property.
- Exercise self-help remedies, including setoff and repossession rights.
- Obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or court appointment of a receiver by a court having jurisdiction.
- Enforce your rights under section 502 of the Employee Retirement Income Security Act of 1976.

#### **19(f). Miscellaneous**

You and we each agree to take all steps and execute all documents necessary for the implementation of arbitration proceedings. The arbitrator may hear and rule on appropriate dispositive motions as part of the arbitration proceeding, such as motions for judgments on the pleadings, summary judgment, or partial summary judgment.

All parties (the AAA, the arbitrators, you and we) must, to the extent feasible, take any action necessary to ensure that an arbitration proceeding, as described in this Arbitration Provision, is completed within 180 days of filing the Covered Dispute with the AAA. The parties must not disclose the existence, content, or results of the arbitration, except for disclosures of information required in the ordinary course of business or permitted by applicable law or regulation. This provision will be liberally construed to ensure the enforcement of this Arbitration Provision.

Arbitration proceedings are conducted in the state where you reside or at a location determined by the AAA. All statutes of limitations that apply to any Covered Dispute apply to any arbitration between you and us.

The provisions of this Arbitration Provision will survive termination, amendment, or expiration of your Account relationship, the governing Agreement or any other relationship between you and us.

This Arbitration Provision constitutes the entire agreement between you and us and supersedes all prior arrangements and other communications about dispute resolution. If more than one arbitration agreement mutually entered into by you and us potentially applies to a Covered Dispute, the one most directly related to the Eligible Account or transaction that is the subject of the dispute will control.

#### **19(g). Fees and Expenses**

Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees that apply to any arbitration you may file. If the law that applies to this Agreement limits the amount of fees and expenses you have to pay, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of which of us prevails in the arbitration.

### **19(h). Small Claims Court**

Notwithstanding anything in the Agreement to the contrary, each party retains the right to pursue in Small Claims Court any dispute in which the remedy sought is entirely within that court's jurisdiction.

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## **20. Notices and Communication**

- (a). Description
- (b). Electronic Delivery
- (c). Phone Calls and Text Messages
- (d). Returned and Unclaimed Information
- (e). Contact Information Changes
- (f). Implementation of Notices
- (g). Acknowledgements and Agreements

### **20(a). Description**

Except as expressly provided otherwise in this Agreement, we'll provide notices and other information regarding your Eligible Account, Online Financial Service, or the Service (collectively "Account-Related Information") electronically, through the mail or by other means. We'll send this information to the postal or electronic address ("E-Address") of the Owner of the applicable Eligible Account or Online Financial Service as reflected in our records, unless you specify a different postal or E-address.

E-Addresses include email addresses, other Internet addresses, text messaging numbers or other electronic access addresses provided to us in accordance with this Agreement. Any Account-Related Information will be considered "sent" on the first Business Day following the date on the communication.

Account-Related Information held for pickup or posted on our Website will be deemed to be delivered to/received by you when we make it available for pick-up, display it to you or send notice in accordance with this Agreement that it is posted on our Website. The person receiving the notice has to provide copies of all Account-Related Information to all joint Owners, Delegates, or other persons with access to the applicable Eligible Account or Online Financial Service.

We can communicate all Account-Related Information to you through the U.S. Postal Service or overnight courier, at our sole option.

### **20(b). Electronic Delivery**

Unless applicable law states otherwise or pursuant to the ESIGN Consent to Use Electronic Records and Signatures, when we need to provide you with information in writing, we can send it electronically, either:

- To your E-Address (if applicable and you have provided us with a valid email address); or
- By posting the information to our Website; or
- To your online banking secure mailbox, or other electronic means.

### **20(c). Phone Calls and Text Messages**

We may phone you or send you text messages. You consent to our leaving prerecorded/artificial voice messages and using an automatic telephone dialing system to call or text your mobile/cellular telephone number. Our calls and text messages to your mobile/cellular telephone numbers could result in charges to you.

We won't use an automatic telephone dialing system to make telemarketing calls or send marketing text messages to your mobile/cellular telephone numbers, and won't use an artificial or prerecorded voice to deliver telemarketing messages to your mobile/cellular telephone or wired residential telephone based on the agreements you make in this Section 20.

### **20(d). Returned and Unclaimed Information**

Unless otherwise prohibited by the laws governing your Eligible Account or Online Financial Service, this Sub-section (d) applies if Account-Related Information documents are returned or electronic notifications are returned as undeliverable.

This means we can stop sending Account-Related Information or electronic notifications to you until you provide a valid postal or valid email to us.

We may also:

- Destroy Account-Related Information sent to you and returned to us as undeliverable.
- Hold the Account-Related Information for your Account for you to pick up.
- Stop sending the Account-Related Information through current delivery method and use an alternative delivery method. For example, if we're sending Account-Related Information to you via the U.S. Postal Service, and the information is returned to us as undeliverable on two or more occasions, we may attempt to deliver the information to your E-Address instead.
- Suspend access to your Eligible Accounts or Online Financial Services.

If we hold Account-Related Information for you to pick up and it remains unclaimed for 60 days, we may send the Account-Related Information to the address reflected in our records for your Eligible Account or destroy it.

### **20(e). Contact Information Changes**

You must notify us immediately in the event of a change to your address, E-Address or phone number. Address changes may be initiated:

- At your request - you can instruct us to change the address or E-Address to which we send notices or Account-Related Information about your Account at any time.
- If we get an address change notice from the U.S. Postal Service.
- If another party in the business of providing correct address information notifies us that the address in our records no longer corresponds to your address.

We may act on instructions purportedly made on your behalf within a reasonable time after we receive them.

Unless you instruct us otherwise, we may change the U.S. Postal Service address or E-Address only for the account(s) you specify, or for all or some of your other account(s) with us.

Please note that:

- To change the address associated with an employer-sponsored retirement or deferred compensation plan, follow the address-change procedures established by your employer or plan administrator.
- Contact your insurance carriers directly to change any insurance policy record. Address changes made with us won't be reported to any of your insurance carriers.

### **20(f). Implementation of Notices**

Any notice you send us won't be effective until we actually receive it and have a reasonable opportunity to act on it. If your Eligible Account has multiple Owners, we may send Account-Related Information to any one of them.

You assume the risk of loss in the mail or other transit. Any notice or Account-Related Information we send you will be effective when mailed, sent electronically, or otherwise made available to you.

### **20(g). Acknowledgements and Agreements**

You agree that:

- We may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on our Website.
- We may call you and text you to service your accounts, collect any amount you may owe or discuss our relationship, products and services with you. If your only relationship with us is as a participant in an employer-sponsored retirement or deferred compensation plan, or as an owner of a Shareowner Services Account, this paragraph won't authorize us to make telephone calls or send text messages to discuss other products or services we offer.
- Information is deemed delivered to you if it is sent electronically as described in this Section.

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## 21. Export Control and International Use

(a). Description

(b). Acknowledgements and Agreements

### **21(a). Description**

The U.S. government controls the export (including downloads) of products and information containing encryption ("Controlled Technology") under the Export Administration Regulations ("EAR"). This Service may contain Controlled Technology subject to the EAR.

## **21(b). Acknowledgements and Agreements**

In your use of the Service, you agree:

- To access and/or download Controlled Technology related to the Service.
- Not to access or download Controlled Technology from any country where such access or download is prohibited by U.S. export control laws (which may include, without limitation, Cuba, Iran, North Korea, Sudan, or Syria).
- That you're not a person or entity to whom such access or download is prohibited.
- Anyone accessing the Service from locations outside the United States does so at his/her own risk and is responsible for compliance with local laws.

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## 22. General Provisions

(a). Amendments

(b). Termination

(c). Governing Law

(d). Assignment

(e). Intellectual Property and Other Proprietary Rights

(f). Entire Agreement

(g). Waiver

(h). Failure to Act

(i). Headings

### **22(a). Amendments**

**Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement at any time. This may include adding new or different terms to, or removing terms from, this Agreement.**

We'll update this Agreement on the Website on or before the effective date that changes are made, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires it be updated earlier. If we can't disclose a change



without jeopardizing the security of the system, this Agreement will be updated within 30 days after the change.

We'll notify you as soon as possible when any changes are made that materially affect your rights, such as changes regarding how your information is maintained or used, or significant changes to the terms of this Agreement. By continuing to use the Service after we send you notice of any change, you agree to the change.

Changes to fees or terms that apply to Eligible Accounts are governed by the agreement otherwise governing the specific account. Except as otherwise required by law, any change to this Agreement applies only to transactions that occur, or claims that arise, after the amendment becomes effective.

## **22(b). Termination**

This Agreement will be in effect from the date we accept your enrollment in the Service and at all times while you're using the Service or any Online Financial Service. Unless otherwise required by applicable law, either of us can terminate this Agreement and/or your access to any Eligible Account or Online Financial Service through the Service, in whole or in part, at any time, without notice.

The termination of this Agreement won't end your obligations or our rights under this Agreement before the termination.

We can suspend and/or reinstate access to an Eligible Account or Online Financial Service through the Service, in whole or in part, at our discretion, at any time. To request reinstatement of an Eligible Account or Online Financial Service, call **1-719-263-4276**. If reinstated, the then-current terms of this Agreement will control.

If you don't access your Eligible Accounts through the Service for a period of 24 consecutive months, we may terminate your Service, including Online Financial Services accessed through the Service, without prior notice to you.

To cancel any of your Online Financial Services, call **1-719-263-4276** or write to Fowler State Bank, PO Box 68, Fowler, CO 81039.

All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation:

- Provisions related to intellectual property.
- Warranty disclaimers.
- Limitations of liability.
- Indemnification.

### **22(c). Governing Law**

Each of your Eligible Accounts and Online Financial Services will continue to be read and interpreted according to the laws described in the agreements you have with us regarding those Eligible Accounts or Online Financial Services (for example, your deposit account agreement or your credit card agreement with us).

This Online Access Agreement will be read and interpreted according to the laws of the State of Colorado, without regard to conflict-of-law rules.

In any legal action or claim regarding this Online Access Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

### **22(d). Assignment**

We may assign our interest in this Agreement to Fowler State Bank, its successors, or to any now-existing or future direct or indirect subsidiary of Fowler State Bank. However, you may not assign or transfer this Agreement.

We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

### **22(e). Intellectual Property and Other Proprietary Rights**

Other than your personal account information, all content included or available on the Service, such as advertisements, text graphics, button icons, images, audio clips and software, including the collection, arrangement and assembly thereof, is the property of Fowler State Bank and/or third parties, and is protected by the Copyright Act and international treaties in addition to other state and federal intellectual property laws (collectively, the "Site Materials").

The trademarks, logos, and service marks displayed on the Service (collectively, the "Trademarks") are the registered and unregistered trademarks of Fowler State Bank, or third parties. You may not use, copy, alter, modify, or change these Trademarks or copy, display, distribute, transfer, link to, reproduce, license, frame, alter, create derivative works of, or republish all or any portion of the Site Materials for any commercial or public purpose. The

Service does not grant (by implication or otherwise) any license or right to use any Trademarks or Site Materials without the express written permission of Fowler State Bank, or the third party that has rights to such Trademarks or Site Materials.

### **22(f). Entire Agreement**

In combination with other applicable Fowler State Bank agreements as described in Section 1(b) of this Agreement, this Agreement represents the agreement between you and Fowler State Bank regarding the Service. It merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online access.

Each of the rules, terms, and conditions set forth in this Agreement stands alone. Any term or condition contained in this Agreement that is inconsistent with the laws governing the Service will be deemed to have been modified by us and applied in a manner consistent with such laws.

Unless stated otherwise, if any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect, and will in no way be invalidated or otherwise affected.

### **22(g). Waiver**

We may agree in writing (or otherwise) to waive a provision of this Agreement, including a fee (a "Waiver"). We may revoke any Waiver.

### **22(h). Failure to Act**

Our failure to act with respect to a breach of the Agreement by you or others doesn't waive our right to act with respect to subsequent or similar breaches.

### **22(i). Headings**

Headings are for reference only and don't define, limit, construe, or describe the scope or extent of a section.

If you have any questions regarding this Agreement, please contact Fowler State Bank at **1-719-263-4276**.