

THE FARMERS STATE BANK

MEMBER FDIC
www.fsbrushakron.com

P O BOX 324
BRUSH, CO 80723
PHONE 970-842-5101
FAX 970-842-5105

P O BOX 300
AKRON, CO 80720
PHONE 970-345-2226
FAX 970-345-2935

Farmers NetTeller Online Banking Application

APPLICANT INFORMATION		
NAME		
MAILING ADDRESS		PHYSICAL ADDRESS
CITY	STATE	ZIP
CELL	HOME	WORK

Online Bill Pay

- 10 **FREE** transactions per statement cycle.
- \$1.00 assessed per transaction after first 10 payments per statement cycle.
- \$5.00 assessed for each P2P (person to person) transfer.
- \$34.95 assessed for each Rush Pay transaction. (Next Business Day)
- \$29.95 assessed for each Second-Day Delivery transaction.
- \$6.95 assessed for each Second Day Electronic Delivery
- \$1.99 assessed for each Charitable Donation transaction.
- \$2.99 assessed for each Gift Check transaction.

E-Statements

- YES, sign me up for **E-STATEMENTS** today and opt-out of receiving a paper statement in the mail. Each month you will receive an e-mail notifying you that your statement is available online.

REQUIRED for signup: Email Address: _____

ACCOUNT INFORMATION	
You must be an owner, co-owner or authorized signer on the account(s) listed below to have online access.	
ACCOUNT OR LOAN NUMBER	FARMERS ONLINE BANKING ALLOWS YOU TO GIVE YOUR ACCOUNT(S) A UNIQUE REFERENCE NAME.
PRIMARY ACCOUNT (FEES WILL BE CHARGED TO)	<ul style="list-style-type: none"> • SIGN ON TO FARMERS ONLINE BANKING USING YOUR ASSIGNED FARMERS NETTELLER ID AND PASSWORD. • CLICK ON THE "OPTIONS" TAB. • CLICK ON THE "ACCOUNT" TAB. • THE "CURRENT" COLUMN LISTS THE ACCOUNT(S) YOU HAVE REQUESTED ONLINE ACCESS FOR. • YOU MAY RENAME THE ACCOUNT(S) FOR YOUR ONLINE BANKING CONVENIENCE – EX: HOUSEHOLD ACCOUNT OR FARM ACCOUNT • FOR SECURITY PURPOSES, ONLY THE LAST FOUR DIGITS OF YOUR ACCOUNT NUMBER WILL APPEAR IN FARMERS ONLINE BANKING.
Your signature below certifies that you have read and understand all terms, conditions, agreements and liabilities set forth in the attached "Farmers NetTeller Online Banking Agreement - Terms and Conditions."	
ACCOUNT OWNER OR ORGANIZATION AUTHORIZED SIGNER	DATE
ADDITIONAL OWNER'S SIGNATURE (Required if above signer is a minor or if 2 signatures are required)	DATE
ADDITIONAL USER INQUIRY ACCESS ONLY PER ACCOUNT OWNER REQUEST	DATE

Please allow 3-5 business days for processing and approval.
Access information will be sent to you by mail.

www.fsbrushakron.com

Farmers State Bank Online Banking and Mobile Service Agreement Terms and Conditions and Electronic Consent

Definitions

In this document we, our, Bank and us refers to The Farmers State Bank of Brush and any agent, independent contractor, designee or assignee that The Farmers State Bank of Brush may involve in the provisions of any Internet banking services. The following terms are defined:

- “You” and “your” refers to the customer using FSB NetTeller.
- “Account” or “Accounts” mean any checking, NOW, savings, money market, certificate of deposit, ODP or loan that you maintain with The Farmers State Bank of Brush.
- “User ID” is the identification necessary to access FSB NetTeller, and will be issued by us.
- “Password” is a string of characters used for user authentication to prove identity and is selected by you.
- “Available Balance” is the Current Balance in an account less any activity that has not yet cleared the Account (such as pending deposits, debit card transactions and withdrawals), less any holds, plus applicable available ODP balance. Your “Available Balance” may fluctuate during the day due to pending deposits and debit transactions.
- “Current Balance” is the total amount of funds on deposit for your Account, before pending transactions or holds.
- “Transfer Instructions” are the instructions you give us to transfer funds between accounts accessible to you via FSB NetTeller.
- “Banking Business Day” is any day Monday through Friday, except for bank holidays.
- “Account Transfer Cutoff Time” means 5:00 p.m. Mountain Time for transfer between your eligible account(s).
- “Bill Payments Cutoff Time” means 1:00 p.m. Mountain Time.
- “Our Website” means The Farmers State Bank of Brush Website located at www.fsbbrushakron.com
- “Our Address” means for The Farmers State Bank of Brush, P.O. Box 324, Brush, CO 80723; 200 Clayton St., Brush, CO 80723; P.O. Box 300, Akron, CO 80720; 101 Main Ave., Akron, CO 80720
- “Our Telephone Number” means for The Farmers State Bank of Brush. 970-842-5101 or 970-345-2226
- “FSB NetTeller” means the online banking service provided by The Farmers State Bank of Brush.
- “PDF” means a Portable Document Format document.
- “Mobile Device” means a supported mobile device including a cellular phone or other mobile device that is web-enabled and/or capable of sending and receiving text messages. “Rooted” or “jailbroken” devices are not supported mobile devices. A rooted or jailbroken device is a device from which the standard protections and limitations have been removed.
- “SMS” means Short Message Service is a text messaging service component of most telephone, World Wide Web, and mobile device systems. It uses standardized communication protocols to enable mobile devices to exchange short text messages.
- “Substitute Check” means an electronic image of the original paper check.

Our Mutual Agreement

This agreement, along with the Regulation E Disclosure, Regulation CC Disclosure, Deposit Account Agreement and any written application for electronic banking services, whether provided electronically or on our Website, serves as our agreement with you governing your use of FSB NetTeller and your accounts accessed through FSB NetTeller. All of these agreements, as amended from time to time, are incorporated into this agreement by reference.

When you or your authorized party use FSB NetTeller, you accept and agree to be legally bound by the conditions and terms of all the agreements herein, to be responsible for all authorized transactions initiated through FSB NetTeller, and to be responsible for any unauthorized transactions to the extent permitted by law.

Your rights, liabilities and responsibilities for FSB NetTeller fund transfers are governed by this agreement and, to the extent applicable, by the provisions of the Federal Electronic Fund Transfer Act, the Federal Reserve Board’s Regulation E, and Colorado law.

General Provisions

Your use of FSB NetTeller is subject to the following general terms and conditions:

Use of FSB NetTeller

Access - You may gain access to FSB NetTeller through a personal computer or, for some functions, a Mobile Device and a communication link for connecting to the Internet or mobile app. You will need to enter your User ID, Password and responses to multifactor authentication questions. You are solely responsible for the purchase, hook-up, installation, loading, operation and maintenance of all hardware, software and all related costs. Your responsibility includes, without limitation, utilizing recent versions of supported web-browsers, and accessing devices and commercially available antivirus, anti-spyware, and Internet security software. You are additionally responsible for obtaining Internet services via the Internet Service Provider or Mobile Device Service Provider of your choice, for any and all fees imposed by such Internet Service Provider, Mobile Device Provider and any associated communications Service Provider charges.

Virus Protection: We are not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

In order to receive Electronic Communications and to optimize your use of FSB NetTeller, you will need to use Microsoft Edge, Apple Safari, Google Chrome or Mozilla Firefox. To receive an Electronic Communication from us by Mobile Device, your Mobile Device must be web-enabled and/or capable of receiving text messages. For best performance we recommend using a recent version of a supported web-browser. In order to keep copies of Electronic Communications, you will need to have access to a printer or have the ability to download information.

You acknowledge there are risks associated with using open networks, such as the Internet, and you hereby expressly assume such risks. You acknowledge that you have requested the Service for your convenience and have made an independent assessment of the adequacy of the Internet, Computer and Mobile Device and are satisfied with that assessment.

Your User ID

All FSB NetTeller transactions or inquiries must be initiated by use of your User ID and personal password. We will assign a FSB NetTeller User ID and temporary password after we have approved your application. You will use this ID and temporary password to sign on to FSB NetTeller for the first time. At that time, you will be required to select a new password of your choice. You may select a new username if you desire also. After that time, your password will not expire but for security purposes, we **recommend** that it be changed every 90 days. As part of the multifactor authentication, you will need to select an image and answer security questions. You agree any FSB NetTeller transaction or request initiated by use of your User ID and password

will be subject to and governed by this agreement.

Your User ID and password are used to access your personal account information and should be treated as you would any other sensitive, personal information. Because your User ID and password serve as the principal security measure to your accounts through FSB NetTeller, you agree that:

- You will not make your User ID or password available to any unauthorized person. If you make your User ID or password available to anyone, either intentionally or negligently, you authorize that person to access your accounts through FSB NetTeller and to give us instructions relating to your accounts. You also authorize us to comply with such instructions.
- Except to the extent prohibited by law or regulations, the following FSB NetTeller transactions using your User ID or password will be deemed to have been expressly authorized by you, and the person(s) initiating the transaction will be deemed an authorized user:
 - Any FSB NetTeller transaction which results in the transfer of funds from one account you may access through FSB NetTeller to any other account you may access through FSB NetTeller, even if a subsequent transfer by a co-owner of the second account results in the transfer of such funds to or for the benefit of the co-owner or third party.

For any FSB NetTeller transaction which you contend is unauthorized, you agree to the following:

- to cooperate fully in the investigation of the unauthorized transaction,
- to assign to us your right of recovery against the wrongdoer if we credit your account, and
- to assist and cooperate fully with us in the recovery of any loss and prosecution of the wrongdoers.

Errors and Questions

In case of errors or questions concerning transactions completed with FSB NetTeller, do one of the following as soon as possible:

- Telephone Farmers State Bank of Brush at 970-842-5101 or Akron 970-345-2226 or
- Write Farmers State Bank of Brush at P O Box 324, Brush, CO 80723
- or Farmers State Bank of Akron at P O Box 300, Akron, CO 80720

We must hear from you within sixty (60) days after you receive the first statement or notification in which the error or problem appeared. Please include the following information:

- Name
- Account Number
- Description of the error including the amount
- Explanation of why you believe it is an error or why you need more information

We will report back to you the results of our investigation within ten (10) business days after we hear from you. If we need more time, we may take up to forty-five (45) business days to investigate. If we choose to take up to forty-five (45) business days, we will give you provisional credit to your account within ten (10) business days. If we decide there was no error, we will furnish you with a written explanation within three (3) business days after the investigation is complete.

Accounts Accessible

Subject to approval, you may designate the accounts you wish to access through FSB NetTeller. You must be owner, co-owner, or authorized signer of each designated account. Business Account owners or corporate officer may authorize other users to inquire the Service with Bank approval. By using FSB NetTeller, you represent that you meet these requirements and you agree to be bound by this Agreement. We reserve the right to refuse FSB NetTeller service to anyone. You must log into FSB NetTeller at least once every 90 days or the service will go dormant. We will notify you of the dormant status. The access will be closed if you do not access FSB NetTeller 30 days after the dormant status notice.

Address Changes

It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. You agree to notify us promptly of any address change. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Changes may be able to be made within the Options tab within FSB NetTeller or by contacting us at Our Address or Our Telephone Number. We are not responsible for any errors, including payment processing errors or fees incurred if you do not provide an accurate eligible account number, payment instructions or contact information.

Customer Service

The Bank and its third party providers are the developers of FSB NetTeller and its services. If you have any questions, complaints or claims with respect to the services, you may contact us by:

- Telephone Farmers State Bank of Brush at 970-842-5101 or Akron 970-345-2226 or
- Write Farmers State Bank of Brush at P O Box 324, Brush, CO 80723
- or Farmers State Bank of Akron at P O Box 300, Akron, CO 80720
- Email us using the secure email through our website at www.fsbrushakron.com

Overdraft

If your use of FSB NetTeller results in an overdrawn account, and the account is not covered by an approved line of credit or authorized transfer arrangement, you agree to make immediate payment to us in the amount of the overdraft, including any related service charges. You also agree that we may charge the overdraft and related service charges against your other accounts with us to the extent permitted by law or your agreement.

Account Transfers

You may transfer funds between the following accounts held at the Bank:

- Checking, NOW, Savings and Money Market accounts to Checking, NOW, Savings and Money Market accounts
- Checking, NOW, Savings and Money Market to Loan accounts to make payments
- Transfers from loan accounts may be permitted with the approval of a Loan Officer.

Transfer Instructions received after 5:00 P.M. Mountain Time will not be processed until the next business day.

You may be limited by federal law or per your agreement with us as to your ability to initiate transfers. Under Federal Regulations, you may not make more than six (6) pre-authorized or automatic transfers from a savings or a money market account during a given monthly statement period. You also cannot stop payment on transfers initiated through FSB NetTeller. To request a transfer, select Transfer tab and complete information needed. Transfer request after the Account Transfer Cutoff Time will be treated as being made on our next Banking Business Day. You must have sufficient funds available in the selected Account at the time of the transfer request is received. Each Transfer from a savings or money market Account using the FSB Mobile Service is counted as one of the six (6) limited transactions permitted each calendar month, as described in the Deposit Account Agreement. You may be subject to fees and even discontinuance of your specified type of Account if you exceed transaction limits of your Account using FSB NetTeller. Please see the

applicable Deposit Agreement for more information. You agree to verify the successful completion of each transfer in your applicable Account balance and transaction history before withdrawing the transferred funds. You may also call Our Telephone Number to verify if a transfer has been completed.

Balance Inquiries

Shown balances of accounts may include deposits subject to verification by us. The balances may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. Your transfer and payment instructions are not processed instantaneously. Every transaction is processed nightly after the close of each business day. Information on FSB NetTeller may not include transactions initiated the previous day. Our banking day ends at 5:00 P.M. Mountain Time.

Our Liability for Incomplete Transactions

It is our responsibility to process all transfers and other transactions initiated through FSB NetTeller in accordance with this agreement. We will be liable for damages caused by delay in process or error in process. We will not be liable if any of the following occurs:

- Funds are not available in your account,
- Funds are subject to legal process,
- You had knowledge of or questions about the possible malfunction of equipment when you initiated the transaction,
- Any natural disasters (fire, flood, tornado, etc.) or other uncontrollable circumstances (power failures, phone outages, etc.) that prevent proper completion of transactions,
- Other applicable laws and/or regulations exempt us from liability.

Limitation of Warranty and Liability: We will incur no liability if we are unable to complete any of your transaction requests because of Internet or communication line interruptions or failures. We make no promises that FSB NetTeller will be uninterrupted or free of error. If such an event may occur, our sole responsibility will be to use reasonable efforts to resume services. The foregoing shall constitute our entire liability and your exclusive remedy. In no event shall Farmers State Bank be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits (even if we are advised of the possibility thereof) arising in any way out of the installation, use or maintenance of any computer equipment or the FSB NetTeller service.

Electronic Consent

This Consent and Disclosure applies to all accounts you currently have or open in the future with us for which you are transacting electronically and wish to receive disclosures, statements and other communications online. You must be an owner/signer on all accounts you wish to authorize electronic delivery. You will receive an email stating your documents are available for viewing online. If you choose to receive any documentation electronically, you understand that you will not automatically receive the documents in paper form. We will not send paper communication on any account you are transacting on electronically until you withdraw this consent.

You have the right (or option) to have any of the documentation made available on paper form. You may obtain the documentation on paper by verbally requesting a paper copy at a Bank branch, or by mailing a signed, written request for a paper copy to a Bank branch. All requests should include the account number and the date of the document you wish to receive as well as your name and address. We may charge you a reasonable service charge for the delivery of paper copies of any communication provided to you electronically pursuant to this authorization (See Bank Fee Schedule). We reserve the right to provide a paper copy instead of electronic copy of any communication you have authorized us to provide electronically.

Consent to receive electronic communications includes:

- Legal and regulatory disclosures and communications associated with your account.
- Disclosures including periodic or monthly billing statements.
- Change in terms notices as to your account.
- Annual or revised privacy notice.

You have the right to withdraw your consent to receive any documentation electronically. You may withdraw your consent by verbally requesting so at a Bank branch, or by mailing a signed, written revocation to a Bank branch. All requests should include the account number, type of account documentation (Checking Notices/Statements, Certificate Notices, Loan Notices, etc.) and the revocation date as well as your name and address. Withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process it. It is your responsibility to provide us with an accurate and complete email address and to update promptly any changes in this address.

To access, download and print the documents, you will need to have a personal computer with Internet service and email access. You will need the current version of an Internet browser and Adobe Acrobat Reader.

All communications in either electronic or paper format from us to you will be considered in writing. You should print or download for your records a copy of any online documents.

We reserve the right, in our sole discretion, to discontinue the provision of your electronic communications, or to terminate or change the terms and conditions on which we provided electronic communications. We will provide you with notice of any such termination or change as required by law.

Bill Payment Service

Access - On-line Bill Pay is made available through FSB NetTeller and FSB Mobile. Access to Bill Pay is registered to the FSB NetTeller user.

Account - You must designate the account from which Bill Payments are to be made. By using Bill Pay you agree that, based upon instructions received from your password, we can charge your designated account by debiting and remitting funds on your behalf.

Payees - You must designate the complete name of the payee, the payee account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly. You hereby agree and authorize us to utilize the most effective means to process your transaction, including, without limitation, electronic, paper, or other draft means. You may pay any payee within the United States (including U.S. territories and APO's). The Farmers State Bank is not responsible for payments that cannot be made due to incomplete, incorrect or outdated information.

Bill Payments - In scheduling Bill Payments, do not use the payment due date. If the payee is to be paid by paper check (as indicated on the payee list), you understand and agree that paper checks are mailed to the payee and the payee may not receive the Bill Payment until five (5) to eight (8) business days after the date the Bill Payment is debited from your account. If the payee is to be paid electronically (as indicated on the payee list), you understand and agree that the payee may not receive the Bill Payment until three (3) to four (4) days after the date the Bill Payment is debited from your account. You

understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of Bill Payments by a third party such as the failure of the payee to properly post a Bill Payment to your account with the payee.

Bill Payments made after the cut-off time will be processed on the following business day. The cut-off time on each business day is 1:00 PM Mountain Time. Farmers State Bank of Brush reserves the right to change the cut-off time. You will receive notice in advance of any change.

Recurring Bill Payment is one that is automatically rescheduled by the Bill Payment service. Based upon your selected frequency settings for the Bill Payment, a process date is calculated for the next occurrence of the Bill Payment. Payments can be set up with the following frequencies: Weekly, Bi-weekly, Monthly, Semi-Monthly, Quarterly, Semi-Annually, Annually. A recurring scheduled payment can be set up in advance to any date in the future. A 'one time' payment can be set up to be processed up to five (5) years in the future.

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

Available Funds - You agree to have available and collected funds on deposit in the account that you designate in amounts sufficient to pay all Bill Payments requested. Farmers State Bank of Brush reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with the above requirements or any other terms of this Agreement. If you do not have sufficient funds in the account and Farmers State Bank of Brush has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such Bill Payment obligations on demand.

Processing Times - Processing occurs twice daily, at 6:00 AM Mountain Time, and at 1:00 PM Mountain Time. Payments will be processed on the date scheduled at the earliest possible processing time. If the payment was scheduled with today's date and the last processing time has passed, the payment will be processed at the next possible processing time. For example:

A payment scheduled with today's date and entered at 9:00 AM Mountain Time will process today at 1:00 PM Mountain Time.

A payment scheduled with future date, regardless of time entered will process at 1:00 PM on the scheduled date.

Payments do not get processed on holidays or weekends. If a scheduled payment falls on a holiday or weekend, it will be processed the Friday before the weekend, or the last business day before the holiday.

Canceling a Payment - You may add, edit, or delete a payment up until 6:00 AM Mountain Time on the day the payment is scheduled to be sent. If a same-day payment is submitted between 6:00 AM Mountain Time and 1:00 PM Mountain Time it may be edited up until 1:00 PM Mountain Time.

Stop Payments - Once a Bill Payment has been debited from your Account, you cannot cancel or stop a Bill Payment which has been paid electronically. You may be able to stop a Bill Payment paid by paper check by contacting us by telephone before the paper check has cleared (you can contact us by telephone or check your account online to determine if the check has cleared). You may also place a Stop Payment on the paper check yourself by using FSB NetTeller. If the paper check has not cleared, we will process your Stop Payment. To be effective, a Stop Payment request must precisely identify the name of the payee, the payee account number, the check number, the amount, and scheduled date of the Bill Payment.

The stop payment order is effective for six (6) months unless renewed through FSB NetTeller or in writing before the expiration six (6) months. It will automatically terminate and Farmers State Bank is free to pay the check. In such an instance, you hereby release and further agree to release and waive any and all claims against the Bank with respect to the stop payment order or the check itself and you further agree to indemnify and hold the Bank harmless with regard to any and all claims involving the stop payment order and/or check, which includes Bank's reasonable attorney's fees and costs.

Fees - You agree to pay the fees and charges for your use of FSB NetTeller Bill Pay as set forth in the current Fee Schedule. You agree that all such fees and charges will be deducted from the account designated "Primary Checking Account" on your Application Form. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. If you fail to designate a Primary Checking Account, we will apply any such fees to any account on which you are an owner and that is subject to right of set-off.

- A fee will be assessed \$1.00 per payment after the first ten payments per statement cycle.
- A fee will be assessed \$5.00 for each P2P (person to person) transfer.
- A fee will be assessed at \$34.95 per item for a Rush Pay transaction. (Next Business Day)
- A fee will be assessed at \$29.95 per Second-Day Delivery transaction.
- A fee will be assessed at \$6.95 per Second Day Electronic Delivery.
- A fee will be assessed at \$1.99 per Charitable Donation transaction.
- A fee will be assessed at \$2.99 per Gift Check transaction.

The Farmers State Bank of Brush reserves the right to charge you for research time set forth in the current Fee Schedule involving Bill Payments no longer available in your screen history.

Liability -

- Subject to the limitations herein, if you follow the procedures for Bill Payment set forth in this Agreement and you are assessed a penalty or late charge, our total liability to you shall be up to a maximum of fifty dollars (\$50).
- In the event that you do not comply with the provisions of this Agreement, or you schedule a Bill Payment closer to its due date than the minimum required number of business days, we will have no liability and you will bear full responsibility for all penalties, late fees and all other costs.
- You are liable for the transactions made by you or by a person that you authorize even if that person exceeds his or her authority.
- You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment.
- We are not liable for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.

Online eStatements Service

Access – Online eStatements are available through FSB NetTeller. You can enroll in the Online eStatement Service through FSB NetTeller or can contact us for enrollment assistance. You can change your preference to receive Online eStatements or Paper Statements at any time. Any change to your Online eStatement preference will take effect in the next statement cycle. Your acceptance of the Online eStatement Service constitutes your request for, and agreement to accept electronically, any changes in terms or other legal notices regarding your Accounts or other financial services, and any advertisement or other information which would normally be included in your paper statement.

Account - We offer Online eStatements for any checking account, NOW account, money market account, savings account and Ready Credit (ODP) account allowing you to replace your paper mailed statement, notices or documents with a PDF electronic version that you can view, save to your computer or print at your convenience. You can see your statements, notices and documents sooner than you would with mail delivery, plus you help the environment and save space in your file cabinet by going paperless. For a statement which contains the information for more than one account, "Combined Statement," the lead account must be accessible through FSB NetTeller and enrolled in Online eStatements to allow display of the "Combined Statement".

Hardware and Software - You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment for your computer required in order to view, print and/or save your Online eStatement and legal notices. In order to access your Online eStatements through FSB NetTeller, you must have the capability to access the Internet and will need the current version of Adobe Acrobat Reader to enable you to read documents in PDF.

Availability – Online eStatements will be available on FSB NetTeller. The Bank will retain up to 18 months of Online eStatements starting from the first statement cycle at the time of enrollment. You can still request a paper copy of any of your statements which we have in our records and may be charged a fee. We will use our best efforts to deliver your Online eStatements in a timely manner and in accordance with any applicable time required by law. However, we shall incur no liability if we are unable to deliver your Online eStatement because of 1) FSB NetTeller is not working properly and you know or have been advised by us of the malfunction. 2) Circumstances beyond our control (such as, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force or legal restriction) prevent proper delivery and we have taken reasonable precautions to avoid those circumstances.

FSB Mobile Service

Access - Our FSB Mobile Service is an Internet-based platform you access via a URL from your Mobile Device's browser or by downloading an App from either the Apple App Store or Google Play. FSB Mobile Service is offered as a convenience and is a supplement service to your FSB NetTeller via Our Website. It is not intended to replace access to the FSB NetTeller from your computer or other methods you use for managing your Accounts and services with us. We may limit the types and number of Accounts eligible for FSB Mobile Service. FSB Mobile Service may not be supported for all device models or all carriers at all times. While the Bank endeavors to provide you with prompt access to your Accounts, we cannot guarantee there will not be any delays/failures in transmissions and we are not liable for any delays/failures in transmissions. The Bank cannot guarantee the availability of underlying data services provided by your mobile carrier. We are not responsible for carrier data outages or "out of range" issues.

Account – FSB Mobile Service allows you access to information regarding your Accounts including the Current Balance; Available Balance; transaction history; conduct transfers between your Accounts; use Bill Pay Service to establish Payees, make and schedule payments, view pending payments, and view scheduled payments; capture check images and deposit checks to your Deposit Accounts (limited to the Mobile Service App for iPhone, iPad and Android Devices); locate Farmers State Bank ATMs and branches; and receive alerts regarding your Account activity to be sent to your Mobile Device.

Eligibility – To be eligible for the FSB Mobile Service, you must enroll in the Online Banking Service via www.fsbrushakron.com. You must accept this agreement.

Enrollment – You must activate FSB Mobile Service through your computer at Our Website. You may enroll in the Text Service or Alerts by going to FSB NetTeller via Our Website. Internet access from your Mobile Device is required to enroll in FSB Mobile Service. You may also call us at Our Telephone Number for assistance. You must have a Mobile Device with which to use FSB Mobile Service. To register a Mobile Device for FSB Mobile Services, you must be the authorized user for the Mobile Device registered. You agree to provide us with true, accurate, current and complete information during the enrollment/registration process.

Touch ID Feature - **Important Notice:** If you choose to activate the Touch ID feature, which allows you to use your fingerprint to access your Mobile Device, the Touch ID feature will also permit you to log onto FSB NetTeller account access (for compatible devices only). If you share your Mobile Device with any other person, be advised that anyone who has a registered fingerprint on your Mobile Device can access your Account using the FSB Mobile App or Mobile Devices and that access permits user(s) to view your Account balances and conduct transactions. Please exercise caution if you share your Mobile Device and enable the Touch ID sign-on feature. You agree **not** to give Touch ID access to anyone whom you do not authorize to access your Accounts. If you share your Mobile Device with another person who has access to the Touch ID feature, you will be responsible for any funds withdrawn or transferred from your Accounts when such person uses your log on credentials, including an authorized fingerprint.

Mobile Alerts – Mobile Alert allows you to receive alert notifications for specific account statuses on your Mobile Device. Mobile Alerts must be added via FSB NetTeller.

Permitted Transfers – You may use the FSB Mobile Service to transfer funds between your eligible Farmers State Bank Accounts (Internal Transfer) and to send and manage payments using the Bill Pay Service. To request a transfer, select Transfer via the FSB Mobile Service and follow the instructions provided on your Mobile Device. If you submit your transfer request prior to the Account Transfer Cutoff Time, you will initiate an Internal Transfer via FSB Mobile Service. Transfer request after the Account Transfer Cutoff Time will be treated as being made on your next Banking Business Day. You must have sufficient funds available in the selected Account at the time the transfer request is received. Each Transfer from a savings or money market Account using the FSB Mobile Service is counted as one of the six (6) limited transactions permitted each calendar month, as described in the Deposit Account Agreement. You may be subject to fees and even discontinuance of your specified type of Account if you exceed transaction limits of your Account using the FSB Mobile Service. Please see the applicable Deposit Agreement for more information. You agree to verify the successful completion of each transfer in your applicable Account balance and transaction history before withdrawing the transferred funds. You may also call Our Telephone Number to verify if a transfer has been completed.

Bill Pay Using Mobile Device – See provision in the Bill Payment Service section of this agreement.

Right to Cancellation of Mobile Service – You may cancel FSB Mobile at any time from your profile at www.fsbrushakron.com or by contacting us at Our Telephone Number.

Mobile Deposit Service

The Mobile Deposit Service is a remote deposit capture service designed to allow you to make deposits to your Bank checking, savings, NOW or money market Accounts from your home or other remote locations by capturing a photo of eligible checks, called "Eligible Items," and delivering the images of the Eligible Item(s) and associated deposit information to the Bank or a third-party processor designated by the Bank.

Acceptance of these Terms – Your use of Mobile Deposit Service constitutes your acceptance of this Agreement. This agreement is subject to change periodically unless specifically prohibited by applicable law. The Bank will notify you of any material change either electronically or by physical mail to you at the most current address on record with the Bank. Notices shall be deemed delivered after one (1) business day if delivered electronically or after three (3) business days if sent by physical mail. Changes to this Agreement will be deemed effective no less than thirty (30) days after delivery (as calculated by the above mentioned standards). You will have the right to terminate this Agreement prior to the effective date of amendment. After the amendment becomes effective, continued use of the Mobile Deposit Service by you will indicate consent to be bound by the revised Agreement. Further, the Bank reserves the right, at its sole discretion, to change, modify, add, or remove portions from Mobile Deposit Service. Your continued use of the Mobile Deposit Service will indicate your acceptance of any such modifications to the Mobile Deposit Service. In addition, you provide the Bank with your express consent permitting us to contact you as necessary to provide the Mobile Deposit Service (including push notifications to your mobile device). Such activities may include, but are not limited to, providing account alerts, confirming account activity, confirming mobile remote capture deposits, undertaking fraud prevention, servicing, or for any other purpose as provided in this Agreement.

Limitations of Service – When using Mobile Deposit Service, you may experience technical or other difficulties. The Bank does not assume any responsibilities for any technical or other difficulties or any resulting damages that you may incur. This service has qualification requirements, and the Bank reserves the right to change the qualifications at any time without prior notice. The Bank additionally reserves the right to change, suspend or discontinue the Mobile Deposit Service in whole or in part, or your use of the service, in whole or in part, immediately and at any time without prior notice to you.

Hardware and Software – In order to use this Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank. The Bank is not responsible for any third party hardware or software you may need to use this Service. Any hardware or software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and installation. In addition, you understand and agree you are still subject to the terms and condition of any agreement you have with any unaffiliated third party service providers, including, but not limited to your mobile service provider (e.g. Veaero Wireless, Verizon, AT&T., Sprint, T-Mobile, etc.) or any third-party provider of or marketplace for the Services (e.g. Apple, Inc., Google, Inc. (Android)), and this Agreement does not amend or supersede any of those separate third-party service provider agreements. You understand that such service may provide for fees, charges, limitations and restrictions which might impact your use of the Services (e.g. data use charges, etc.), and you agree to be solely responsible for all such fees, charges, limitations and restrictions. You agree that only your mobile service provider is responsible for the performance and operations of its products and services, including your mobile device and the mobile service provider's own network. You agree to resolve any problems with your mobile service provider without involving the Bank, Apple, Inc., or Google, Inc. (Android). You must comply with the applicable third party terms when using the Services (e.g. you cannot be in violation of your wireless provider agreement when using this Service).

Mobile Deposit Unavailability – When using Mobile Deposit Service, you may experience technical or other difficulties. Mobile Deposit Service may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event Mobile Deposit Service is unavailable, you may deposit original check(s) at our branches, via mail, night depository, ATM or teller transaction. Bank will attempt to post alerts on our website or send you a targeted notification, of these interruptions in Service. Bank cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and Bank reserves the right to change the qualifications at any time without prior notice. Bank reserves the right to change, suspend, or discontinue Mobile Deposit Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

Fees – The Bank may opt to charge a fee for this Service. You are responsible for paying the fees for the use of the Service. The Bank may change the fees for use of this Service at any time pursuant to the section titled "Acceptance of the Terms" above. You authorize the Bank to deduct any such fees from any Bank account in your name. The Bank is not liable for any cost you may incur from cellular networks or other related equipment that may result from usage of this Service. You agree to pay our standard charges for expenses incurred in the legal process, including attorney's fees.

Qualifications For and Information Regarding the Service - Provisions of the Mobile Deposit Service to you is at the Bank's sole discretions and subject to approval. For new customers, in order to qualify for the Services, the bank may require the account be opened for a minimum of 30 days and otherwise be in good standing. For the purpose of this section and other provisions relating to the Mobile Deposit Service, any capitalized term not otherwise defined herein has the definition ascribed to it under the Check21 Act and the Federal Reserve Regulation CC promulgated pursuant to the Check21 Act. If you have met, in Bank's sole discretion, the conditions we have established for use of Mobile Deposit Services to make deposits via Electronic Images, the Bank will provide for acceptance for deposit to your account(s) the Electronic Images of Original Checks for collection as allowed under this Agreement and any related documentation. By depositing Electronic Images with the Bank via the Mobile Deposit Service, you give the Bank the same warranties and indemnities that the Bank, as a reconverting bank, would give under applicable law or regulation. You understand and acknowledge that all of the warranties deemed given by a depositor of a check to a bank under the Uniform Commercial Code (UCC), as applicable from time to time in the State of Colorado, shall also apply to any Electronic Image of an Original Check the same as if such Electronic Image or Substitute Check were a paper check within the meaning of the UCC as adopted by the State of Colorado (Colorado UCC). Accordingly, except to the extent that any warranties deemed given under the Colorado UCC are expressly superseded by the Check21 Act or the Check21 regulations, you understand you are deemed to give the Bank all the same warranties you would have given under the Colorado UCC for the deposit of an Original Check by transferring to Bank: (a) any Substitute Check; (b) an IRD or other item purporting to be a Substitute Check; or (c) any Electronic Image that purports to contain a Sufficient Copy of an Original Check or a Substitute Check. In addition to the other warranties listed in this Agreement, such warranties also include the following two (2) specific warranties regarding transfer and presentment:

- You warrant the Electronic Image the Bank converts to a Substitute Check meets the requirements described in 229.51(a)(1)-(2) of the Check21 Regulation (found at 12 CFR 229.5(a)(1)-(2) for legal equivalence.
- And your warranty given above is deemed given to Bank and any other person, company or bank to which the Bank transfers, presents or returns a Substitute Check or a paper or electronic representation of the Substitute Check.

The above warranties are deemed given to Bank and any person, company or bank, to which Bank transfers, presents or returns any of the Images included in such electronic file as a Sufficient Image Copy or that purports to be a Sufficient Image Copy created by the Bank or any subsequent bank receiving a copy of such image. You represent that you shall permit no third parties to use the Mobile Deposit Service to deposit Original Checks to your account.

Eligible Items – You agree to scan and deposit only “checks” as that term is defined in Federal Regulation CC (“Reg. CC”). When the images of the front and back of the check are transmitted to the Bank, they are individually or collectively converted to an electronic image for subsequent presentment and collection. It shall therefore be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks or items drawn or otherwise issued by you or any other person on any of your Accounts or on any Account on which you are an authorized signer or joint Account holder.
- Checks payable jointly, unless deposited into an account in the name of all the payees
- Checks drawn on a financial institution located outside the United States
- Checks that are remotely created checks or converted to a substitute check (as defined in Regulation CC)
- Checks not payable in United States currency
- Checks dated more than six (6) months prior to the date of deposit
- Checks that are “VOID” after 90 days
- Checks payable on sight or payable through Drafts (as defined in Regulation CC)
- Checks with any endorsement on the back other than that specified in this Agreement
- Checks that have previously been submitted through the Service or through a remote deposit service offered at any other financial institution, or otherwise previously converted to a substitute check, as defined by Regulation CC.
- Checks that are irregular, e.g. check amount number that differs from the written amount
- U.S. Savings Bonds
- Money Orders
- Checks or items with NO Magnetic Ink Character Recognition (MICR) line
- Cashier’s checks (cashier’s checks are checks issued by a bank and drawn on the bank or on the bank’s account)

Endorsements and Procedures – Electronic Images shall be deemed received by Bank for deposit based upon time of receipt as well as successful receipt of Electronic Images that are complete, usable, and adhere to the standards discussed herein. If any Electronic Image is not complete, is not usable, or does not adhere to the standards, the Electronic Image may not be processed by Bank, in which event your deposit will be adjusted and notification provided. You understand we will process only your Electronic Images that comply with the standards discussed above and are Sufficient Image Copies, and we will use commercially reasonable efforts to present these Sufficient Image Copies for collection under the Check21 framework. The daily cut-off time for Personal RDC deposits is 4:00 p.m. Mountain Time. Such daily cut-off times may be adjusted by the Bank in its sole discretion from time to time upon notice to you. If the deposits are not received by the end-of-day cutoff time, they will be processed on the Bank’s next Business Day. Bank shall give provisional credit for deposits subject to revocation of credit for deposits as provided in Regulation CC and the Uniform Commercial Code. The availability of funds for deposits via the Services is set forth in this Agreement. All checks submitted through the Services must be properly endorsed by you prior to transmittal. Unless otherwise instructed by the Bank, you agree that all checks deposited through this Service must (a) be signed by all required payees, and (b) state that they are “For Mobile Deposit Only—Farmers State Bank”. You agree to follow any and all other procedures and instructions for use of this Service as the Bank may establish from time to time. Any loss that Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. Bank has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements.

Image Quality – The image of an item transmitted to us using Mobile Deposit Service must be legible. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the bank of the original check. The image of an item transmitted to the Bank using this Service must be legible, as determined in the sole discretion of the Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established under Regulation CC and otherwise from time to time by the Bank, the Board of Governors of the Federal Reserve Bank, or any other regulatory agency, clearing house or association. The Bank accepts no liability and makes no guarantee that its image standards will be acceptable to other banks when presented for payment. Once the check image is received, it will be reviewed before it is accepted by us for deposit. If upon review of the check image, we determine the check information is not completed, is otherwise not usable, or does not conform to the Bank’s deposit guideline, we may reject that deposit notwithstanding any confirmation by us of receipt of the deposit. Should this occur, we will provide you with a notice setting forth the reasons why your deposit could not be processed through the Mobile Deposit Service. At our sole discretion and without liability to you, we reserve the right to reject any check or item transmitted through Mobile Deposit Service. We are not responsible for any checks or items we do not receive or for the images that are dropped during transmission. By using Mobile Deposit Service you accept the risk that an item may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such interception or misdirected items or information disclosed through such errors.

Receipt of Items – In general, all images processed for deposit through the Mobile Deposit Service will be treated as “deposits” under your current Deposit Account Terms and Conditions with the Bank. Any confirmation from the Bank that we have received the image does not mean the image contains no errors. The Bank is not responsible for any image it does not receive. The Bank reserves the right to reject any item transmitted through this Service, at the Bank’s discretion and without liability. The Bank is not responsible for items the Bank does not receive or for images that are dropped during transmission. The Bank further reserves the right to charge back to Customer’s account at any time any item that the Bank subsequently determine it was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of a chargeback of an ineligible item. Following receipt, Bank may process the image by preparing a “substitute check” or clearing the item as an image.

Deposit Limits – The Bank may establish limits on the dollar amount and/or number of items or deposits from time to time that you make via the Mobile Deposit Service. If you attempt to initiate a deposit in excess of these limits, the Bank may reject your deposit. If the Bank permits you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and the Bank will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$7,500.00; current monthly statement cycle dollar limit is \$75,000.00; current daily number of deposits is five (5) and current monthly number of deposits is ten (10). Daily and monthly deposit limits may vary for users of other services provided by the Bank at the sole discretion of the Bank. The Bank reserves the right to grant you higher or lower mobile deposit limits at any time, including limits different from those noted above, at the sole discretion of the Bank.

Presentment – The manner in which the items are cleared, presented for payment, and collected shall be in the Bank's sole discretion, subject to the Deposit Terms and Conditions or other agreements governing your account.

Retention and Security of Original Checks – Upon receipt of a confirmation from the Bank that the check image has been accepted for processing, you agree to retain the check in safekeeping in a secure environment for at least fourteen (14) calendar days from the date of the image transmission. After fourteen (14) days, you agree to destroy the check that you transmitted as an image, prominently marking the face of the item as "VOID" in order to ensure that it cannot be presented for payment a second time. You should securely destroy the original item such as by shredding it. Image quality is reviewed by the Bank after submission, however, if the receiving bank does not accept the image, you may be required to present the original check for payment. During the time the retained check is available, you agree to promptly provide it to the Bank upon request. The Bank assumes no liability for losses you may incur if the receiving bank does not accept your image and you are unable or unwilling to present the original check for payment. You agree that you will never re-present the original check. You understand you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Availability of Funds – Right to Reject. We reserve the right to place a hold on or to reject any item(s) deposited through the Mobile Deposit Service. You agree that items transmitted using the Mobile Deposit Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC because this is considered an "electronic" deposit. Generally, and except as otherwise provided herein, items transmitted using Mobile Deposit Service will be available subject to the Bank's approval. If you make a deposit using Mobile Deposit Service before 4:00 PM Mountain Time, on a business day that the Bank is open, the Bank will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 PM Mountain Time, or on a day that we are not open, the Bank will consider that deposit to have been made on the next business day that the Bank is open. You acknowledge all credits given by the Bank for an item are provisional, subject to verification and final settlement. The Bank shall have no liability for the return or refusal of any item. The Bank may also delay in making funds available due to the following circumstances:

- The Bank suspects the check you deposited may not be paid
- You redeposit a check that has been returned unpaid
- You have overdrawn your Account repeatedly in the past six months
- There is an emergency such as failure of computer or communications equipment
- The Bank believes a check you deposited is a duplicate image
- The Bank exercises its rights to investigate any unusual or suspicious items as determined by the Bank's sole discretion

The Bank will notify you if there is any type of delay in your ability to withdraw funds for any of these or other reasons, and the Bank will attempt to tell you when the funds will be available.

Returned Deposits – If original checks deposited through Mobile Deposit Service are dishonored, rejected or otherwise returned unpaid by the drawee bank, or any rejected or returned by a clearing agent or collecting bank, for any reason, including but not limited to, issues relating to the quality of the image, you agree the Bank may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse Bank for all loss, cost damage or expenses caused by or relating to the processing of the returned item. Without Bank's approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

Force Majeure – In no event shall the Bank be liable for delays, which happens for reasons beyond its control, including without limitation, act of civil, military, or banking authorities, national emergencies, riots, weather, unavoidable difficulties with equipment, the unavailability of the Internet, any errors in information provided, any difficulties caused by an internet or other service provider or any hardware or software failure, whether caused by a virus or otherwise.

Text Mobile Service

The Text Mobile Service allows you to access available information from your Accounts via SMS (Short Message Service) from your mobile device. See your mobile service provider regarding any message and data fees. Text **STOP** to 89549 to cancel service. Text **HELP** to 89549 or call Our Telephone Number for more information. Listed below are the Text Mobile commands available for your use:

- Bal = All Acct Bal
- Bal Mobile Short Name = Single Acct Bal
- Hist = All Accts Recent Activity
- Hist Mobile Short Name = Single Acct Activity
- Help = Commands
- Stop = Cancel

Notice of Rights and Liabilities

Notify us immediately if your password has been lost or stolen. Failure to notify us immediately could result in the loss of all money accessible by your password. If your statement shows unauthorized transfers, notify us immediately. In the event your Computer or Mobile device is lost or stolen you agree to notify us immediately. We will take such preventive measures, which could include the canceling of access to FSB NetTeller, as are necessary to safeguard your account(s) and confidential information. In the event of compromise of your Mobile Device, we recommend you contact your Mobile Device Service Provider immediately. If any of your accounts have co-owners, each owner will be jointly liable for any obligation from the use of FSB NetTeller to access accounts.

Notice

Any notice we send you electronically or via mail is considered effective. If any account has more than one owner, notification of one owner shall be considered effective notice to all.

Information Authorization

You authorize us to request and obtain consumer reports on you from any consumer reporting agency or any other source relating to the verification of your accounts. You authorize us to disclose any information when we believe it necessary for the conduct of our business or where disclosure is permitted by law. You authorize us to disclose any information for audit or research purposes or to law enforcement and regulatory agencies, for example, to help us prevent fraud. You authorize us to disclose information to companies that process data for us, companies that provide general administrative services

for us, and consumer reporting agencies. You authorize us to disclose information to our affiliates as it relates to your transactions with us or our experience with you.

Termination

Termination by You – If you wish to cancel or discontinue service, you must give written notice to Our Address. You will not be entitled to any refunds. Any payment(s) that have begun processing before the termination date request will be processed by us.

Termination by Us – You agree that we may terminate this Agreement or any Service offered to you or other co-owners at any time and for any reason without prior notice or cause. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this agreement, if you use this Service for any unauthorized or illegal purposes or you use this Service in a manner inconsistent with the terms of your Deposit Terms and Conditions or any other agreement with the Bank. Termination or discontinuation shall not affect your liability or obligation under this Agreement.

If your use of this Service is terminated by us, previously scheduled Transfers that have not begun processing may be canceled or suspended.

Enforceability – The Bank may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect the Bank's rights with respect to any other transaction or modify the terms of this Agreement

Assignment

This Agreement may not be assigned to any other party by you. We may assign or delegate, in whole or in part, to any third party our rights or responsibilities under this Agreement.

Severability – In the event any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable to any extent, the remainder of the agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Ownership and License – You agree the Bank retains all ownership and proprietary rights in this Service, associated content, technology, and website. Your use of this Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates Customer's right to use this Service. Without limiting the restriction of the foregoing, you may not use the Service 1) in any anti-competitive manner 2) for any purpose which would be contrary to the Bank's business interest, or 3) to the Bank's actual or potential economic disadvantage in any aspect. You may use this Service only in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide this Service. You also agree not to interfere with or attempt to interface with the technology or the Services. Bank and its third party technology providers retain all rights, title and interest in and to the Services made available to you.

Security Procedures and Communications – Certain procedures, including the use of identification codes, encryption, password, logon identifications, persona or location identification number, repetitive codes, tokens and other security devices, systems and software (the "Security Procedures"), designed to verify the origination (but not errors in transmission or content) of instructions, orders and other communications (each, a "Communication") sent between you and the Bank may be used in connection with this Service. You agree any such mutually agreed-upon Security Procedures shall be deemed commercially reasonable. The Bank shall not be obligated to act on a Communication not transmitted in accordance with the Security Procedures and may refuse to act on any Communication where the Bank reasonably doubts its authorization, authenticity, contents, origination, or compliance with the Security Procedures. The Bank shall have no duty to discover, and shall not be liable for errors or omissions you. If the Bank complies with the Security Procedures in respect of a Communication, the Bank shall be entitled to act on that Communication and shall not be obligated to verify the content of such Communication, establish the identity of the person giving it, or await any confirmation thereof, the Bank shall not be liable for acting on, and you shall be bound by, any Communication sent in your name, whether or not authorized. Whenever the Security Procedures include the assigning to you of any confidential password, logon identification, security questions, personal or location identification number repetitive code, token or similar security devices. You shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such security devices, and shall immediately notify the Bank if the confidentiality or integrity of any such security device or information has been breached, compromised, or threatened. You shall be solely responsible for the safekeeping of such security devices and assume all risk of accidental disclosure or inadvertent use of such security devices by any party whatsoever, whether such disclosure or use is on account of your negligence or deliberate acts or otherwise. The Bank shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any security devices. With respect to the Services, you will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in or reasonable judgement, we shall audit and monitor you, and you agree to cooperate with us to permit such monitoring to confirm you have satisfied your obligations under this Agreement.

Accountholder's Indemnification Obligations – You understand and agree you are required to indemnify the Bank and hold the Bank harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Service and/or breach of this Agreement. You understand and agree this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES – YOU AGREE THAT YOUR USE OF ANY SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. BANK MAKES NO WARRANTY THAT ANY OF THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. BANK MAKES NO WARRANTY THAT THE RESULTS OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY OF THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY – YOU AGREE THAT THE BANK WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF EXCEPT AS OTHERWISE REQUIRED BY LAW.

No Waiver

We will not have waived any of our rights or remedies under this Agreement unless otherwise notified via mail or electronic message. No delay or omission on our part in exercising any rights or remedies shall act as a waiver of rights and remedies.

Governing Law; Venue in Colorado

If any action at law or in equity is required to enforce the terms of this Agreement, the prevailing parties shall be entitled to attorneys' fees, costs and expenses in addition to any other expenses to which the prevailing parties may be entitled. The venue and jurisdiction for this Agreement lies exclusively in the District Court of Morgan or Washington County, State of Colorado. This Agreement is governed by the laws of the State of Colorado.

Amendment

We reserve the right to amend this Agreement at any time. We will provide you with notice of change either electronically or by physical mail to you at the most current address on record with the Bank; by posting notice in our branches; or as otherwise permitted by law. Your use of FSB NetTeller shall constitute your agreement to such changes.

Entire Agreement

This Agreement constitutes the entire agreement between you and The Farmers State Bank of Brush regarding the subject matter herein and supersedes existing agreements and all other related communications, written or oral, regarding the subject matter herein.

Rev. 11/10/2021