

CONSUMER ONLINE AND MOBILE BANKING AGREEMENT

INTRODUCTION AND AGREEMENT STRUCTURE

The use of the Online and Mobile Banking services (“Online Banking”) requires that you read and agree to the terms and conditions of this Online and Mobile Banking Agreement (this “Agreement”). This Agreement between you and Pueblo Bank & Trust (“PB&T Bank,” “we,” “our,” or “us”) governs your use of Online Banking services and transfers outside of PB&T Bank (together, the “Services”). These Services permit you to perform a number of banking functions through the use of a personal computer, mobile devices, and tablet devices on accounts linked to the Services, including some with our affiliates (your “Accounts”). When you use any of the Online Banking Services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of this Agreement. **If you do not agree to the terms and conditions in this Agreement, do not register for Online Banking.**

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GENERAL TERMS AND CONDITIONS

1. **Age Requirements.** By entering into this Agreement, you are certifying that you are at least 18 years of age or older. You agree to comply with all applicable laws and regulations in connection with our Online Banking.
2. **Prohibited Uses.** You agree not to use the Services in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by PB&T Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of PB&T Bank or any third party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose PB&T Bank, any third party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of any third party. You agree

that you will not attempt to: (i) access any services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services, the security of the Services, or other customers of the Services, or otherwise abuse the Services.

3. **Relationship with Other Agreements.** Your use of Online Banking is governed by: (i) this Agreement, (ii) our Fee Schedule <https://pbandt.bank/fees.pdf>, (iii) any user guides and instructions we provide you on using Online Banking or any of the Services, (iv) all other agreements applicable to the deposit or loan Accounts you access through Online Banking, without limitation including the Account Terms and Conditions, (v) our privacy policy, (vi) any applicable overdraft protection agreement, (vii) the terms of use for particular Services and our website, and (viii) any other applicable loan or Account agreement as any of the foregoing may be amended from time to time (collectively, all agreements other than this Agreement are referred to as our "Other Agreements"). Such documents, disclosures and policies represent the sole and exclusive agreement between you and PB&T Bank regarding Online Banking and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof. The terms and conditions of the agreements and disclosures for each of your deposit and loan Accounts continue to apply notwithstanding anything to the contrary in this Agreement. In the event of any conflict between this Agreement and any other agreement governing your deposit or loan Accounts, this Agreement will control.
4. **Minimum Hardware and Software Requirements to Use Online Banking.** To use Online Banking, you need:
 - a. A personal computer ("PC"), mobile device, or tablet device, with a current operating system and telecommunications connections to the Internet capable of supporting the foregoing.
 - b. The most current version of a supported and commonly used Internet browser supporting 128-bit encryption, such as Internet Explorer, Apple Safari, or Google Chrome.
 - c. A valid e-mail address on file with us, and e-mail capable of interfacing with standard e-mail protocols.
 - d. Sufficient electronic storage capacity on your computer's hard drive or other data storage unit to retain information that we send to you.
 - e. A printer that is capable of printing from your browser and e-mail.
 - f. Adobe Acrobat Reader is required to view some electronic disclosures. To download a free copy, please go to <https://get.adobe.com/reader/>.
 - g. For your protection, all applicable security patches for your supported browser and operating system must be installed.
 - h. For your protection, up-to-date anti-virus/anti-malware must be installed.
 - i. We may update these requirements at any time in our sole discretion. You are solely responsible for having the required hardware and software and for securing an Internet service provider. You also are responsible for any and all fees relating to communications carriers (e.g., telephone, cable, DSL or satellite), software providers (other than software that we may provide you) and/or Internet service fees that may be assessed by your communications carrier and/or Internet service provider.

5. Access to Online Banking.

- a. In addition to the hardware and software requirements above and having an Account with us, in order to use Online Banking, you must have a User ID and Password. In order to register for Online Banking, you must have at least one Account with PB&T Bank. When you login to Online Banking for the first time, you will provide the information necessary to establish your access. You will then be prompted to choose a new username and a new password. The username you select must contain at least 6 characters. The password must contain 8-17 characters and contain the following: (i) 2 numbers; and (ii) 2 letters. Special characters, such as @, %, &, and # are allowed, but are not required. Usernames and passwords are case sensitive. You may change your password at any time. We recommend that you change your password every thirty (30) days.
- b. If you suspect that an unauthorized person has access to your authentication information, or believe your authentication information has been lost or stolen, or that someone may attempt to use the service without your consent or has transferred funds without your permission, you must notify PB&T Bank immediately.
- c. Your session time is unlimited, but to help prevent unauthorized access and ensure the security of your Accounts, we will end your online session if we have detected no activity for a period of time. This is to protect you in case you accidentally leave your computer unattended after you login. When you return to your computer, you will be prompted to re-enter your authentication information and your session will continue.
- d. When you sign onto Online Banking using your User ID and password, you authorize us to follow the instructions we receive relating to your Accounts and to charge and credit your Accounts according to those instructions. Because your User ID and password are the principal security measures taken to protect access to your Accounts, you agree to keep this information confidential and to take all reasonable precautions to protect the secrecy of that information. You acknowledge that no person from PB&T Bank will ever ask for your password and that our employees do not need and should not ask for your password. You therefore agree never to provide your password to anyone claiming to represent us. If you give your User ID or password or make it available to another person, you authorize that person to access your Accounts through Online Banking and to give PB&T Bank instructions relating to your Accounts as an authorized user. You also authorize us to comply with those instructions even if that person exceeds your authorization. PB&T Bank has no responsibility for establishing the identity of any person who uses your password. You agree that you are liable for any transaction received by PB&T Bank that includes your password.
- e. Except to the extent prohibited by applicable law or regulation, you will be deemed to have expressly authorized any Online Banking transaction facilitated through the Website or the Mobile App:
 - i. Initiated by you, at your direction, with your User ID and password, or with your consent (express or implied);
 - ii. Initiated by an agent or authorized representative with respect to any Account which you may have access through Online Banking;
 - iii. Initiated by a member of your household, whether or not related to you,
 - iv. Initiated by any person (or that person's agent) who is the owner or co-owner of any Account which you may access through Online Banking;
 - v. Which results in the transfer of funds between Accounts you may access through Online Banking, even if subsequent transfers out of the Accounts benefit someone else;

- vi. Which is to or for your benefit (for example, the payment of a debt for which you are partially or fully liable); or
- vii. Which you contend is unauthorized, unless you cooperate fully with us in our investigation of the transaction, assign to us your right of recovery against the wrongdoer if we reconstitute your Account, and cooperate fully with us in the recovery of any loss we sustain and the prosecution of any wrongdoer.

Any person initiating the foregoing transactions will be deemed an authorized user except to the extent prohibited by applicable law or regulation.

- f. Online Banking services are not necessarily available everywhere, and may not be available to non-residents or non-citizens of the United States. Any access or use of Online Banking from locations outside of the United States may increase the risk of compromising your Login Credentials. You agree to accept all liability for any compromise to your Login Credentials arising as a result of your use or access to Online Banking from locations outside of the United States.

6. Online Banking Services Generally. You may use Online Banking to:

- a. View current balance information for your linked Account(s);
- b. Review available transactions for your linked Account(s);
- c. Perform account maintenance such as ordering checks, changing your electronic statement enrollment status, changing email address or phone number, and changing your Online Banking ID and password;
- d. Set up Alerts, as defined below, which may be provided through mobile banking;
- e. Transfer funds between your linked Account(s) on either a one-time or recurring basis;
- f. Transfer funds outside of the Bank;
- g. Pay bills online;
- h. View Account statements for linked Account(s);

7. Text Banking/ Mobile Banking Alerts. You may also access some of the Services through a mobile or tablet application provided by PB&T Bank (the "Mobile App"). You may set up Mobile Banking Alerts by logging into your Online Banking profile through the Mobile App or by requesting that a PB&T Bank Banker set up Mobile Banking Alerts. PB&T Bank account alerts (the "Alerts Service") allows you to receive communications (collectively, "Alerts", individually, an "Alert") from time to time concerning available account information and other matters relating to your account(s). You may receive Alerts via SMS text message through a SMS-enabled mobile device ("SMS Alert"). By signing up for a PB&T Bank account, you agree to receive Alerts regarding your account (and any sub-account) through the Alerts Service, you acknowledge that you are aware of and agree to abide by the terms and conditions applicable to the Alerts Service. Please be certain to review terms and conditions specific to SMS Alerts (collectively "Mobile Alerts"), below in the Section entitled "Text Banking."

8. Viewing Account Information. Subject to any restrictions we may impose from time to time, you may access any of your Account(s) at PB&T Bank through Online Banking. All Accounts on which you are an authorized signer or borrower may be linked. If you have a line of credit, you agree that the available portion of a line of credit may be accessed through Online Banking. By using Online Banking, you can get

account information conveniently and immediately on your account. Balance information shown for your deposit Accounts is the "Current Balance." The Current Balance is the balance less any holds and includes certain debits and credit which have taken place since the close of the previous banking day, for example, debit card purchases, ATM deposits and withdrawals, cash deposits and withdrawals, wire transfers, Online Banking transfers, text banking transfers, telebank transfers, ACH transactions, and other pending activity. Transaction history information is available for your current statement cycle plus the previous statement cycle.

9. **End User License Agreement.** The Agreement applies to your use of the Online Banking Services and applies to your access to the Online Banking Services. You understand that some of the Services contemplated by this Agreement are provided by third parties. PB&T Bank shall not be liable for any Services provided by such third parties. This Agreement shall be your license to use the Online Banking Services provided by PB&T Bank or such third parties.

- a. PB&T Bank has the right to terminate or suspend your access to or use of Online Banking, with or without notice, in the event that you violate this Agreement or close your account.
- b. The Online Banking Services are owned and operated by PB&T Bank or its affiliates, licensors and/or third party service providers (the "Bank Parties") and unless otherwise indicated, all designs, text, images, videos, graphics, software and other content and materials appearing in the Mobile App (collectively, "Content") are the property of PB&T Bank or PB&T Bank Parties, and protected, without limitation, by U.S. and foreign copyright, trademark and other intellectual property laws. All trademarks, service marks, trade names, logos and other indicia of origin (collectively, "Marks") appearing on Online Banking are the property of PB&T Bank or PB&T Bank Parties. You may not make any use of any Content or Marks without the prior written consent of PB&T Bank. No Content from PB&T Bank Website or the Services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.
- c. In using or accessing Online Banking you agree: (1) not to use Online Banking for fraudulent purposes; (2) not to "spam" others or "phish" for others' personal information; (3) not to create or use a false identity; (4) not to disrupt or interfere with the security of, "deeplink", attempt to obtain unauthorized access to or otherwise abuse, the Service or affiliated or linked websites; (5) not to disrupt or interfere with any other user's enjoyment of Online Banking; (6) not to use, frame or utilize framing techniques to enclose any Marks or other proprietary information (including Content); (7) not to use meta tags or any other "hidden text" utilizing a Mark ; and (8) not to use the Service in a manner that is defamatory, inaccurate, profane, threatening, invasive of a person's privacy, violates any third party proprietary rights, or is in violation of any law or regulation.
- d. The Website may contain links to third party websites and services, over which PB&T Bank has no control. You acknowledge and agree that PB&T Bank does not endorse, verify, or make any representations regarding these third party websites and services and is not responsible for the availability of, and any liability arising from, any such third party websites and services. PB&T Bank is not liable to you or any other party for any loss or damage which may be incurred by you as a result of these third party websites and services.
- e. PB&T Bank reserves the right, without notice and at its sole discretion, to suspend or terminate your ability to access or use Online Banking, and to block or prevent future access to and use of Online Banking for any reason. PB&T Bank may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of the Service, temporarily or permanently, at any time with or without notice to you. You agree that PB&T Bank shall not be liable to you or to any third party for any such modification, suspension or discontinuance.

10. How to Contact PB&T Bank in Case of Errors or Questions About Your Transactions.

You should telephone or write to us as soon as possible if you think your statement is wrong or if you need more information about a transfer listed on a statement.

Call us at: 888-728-3550

Write to us at: PB&T Bank, 301 West 5th Street, Pueblo, Colorado 81003

In addition to the obligations in Other Agreements governing failure to report unauthorized and fraudulent transactions, the failure by you to promptly report any such errors or issues within a reasonable time, which in no event shall exceed sixty (60) days after we sent the first statement upon which the problem or error appeared, shall preclude you from asserting against us any claims from the error or losses caused by the error.

- 11. Email.** Conventional email is not a secure method of communication over the internet and we recommend that you not send confidential or privileged information to us by conventional email. If you need to contact us immediately, please visit a branch or call us at 888-728-3550.

12. Electronic Disclosures and Communications.

- a. Unless otherwise required by applicable law or pursuant to your written request, in the event that we are required to provide a notice or other communication to you in writing, that notice or other communication may be sent to you electronically to your email address as reflected in our then current records.
- b. You agree that we may send notices and information about our products or services to you electronically, to the extent allowed by law. Any notice we give you concerning Online Banking and/or your Accounts is effective when we send you an electronic message or when we mail or deliver the notice to you at the address we have for you in our Account records. We may also display a notice to you within Online Banking or through the Mobile App. Any notice we send you will be deemed to have been received by you within three days of being sent. If any of your Accounts has more than one co-owner, notice to any one co-owner will be considered effective notice to all. You may request a paper copy of the information up to sixty (60) days after receiving our electronic message. Subject to applicable law, updates to this Agreement, as well as all disclosures, notices and other communications regarding Online Banking will be provided to you within our Online Banking website. You can obtain free copies of any of these documents by contacting PB&T Bank at 888-728-3550 during business hours.
- c. You will continue to receive all of the paper Account statements and other bills and similar Account material that you currently receive by mail, unless you are enrolled in e-Statements. If you wish to withdraw your consent to receive communications provided in electronic form, you must notify us in writing to PB&T Bank at PB&T Bank, 301 West 5th Street, Pueblo, Colorado 81003. Further information regarding email and secure messaging is set forth below. You agree that these are reasonable procedures for sending and receiving electronic communications.

- 13. Reporting Unauthorized Transactions.** If you believe that an unauthorized transaction has occurred on your account, you should contact PB&T Bank immediately at 888-728-3550 or by mail at PB&T Bank, 301 West 5th Street, Pueblo, Colorado 81003.

14. **Additional Provisions Applicable Only to Business Accounts (other than Sole Proprietorships).**

- a. **Protecting Your User Login Credentials.** You agree that we may send notices and other communications to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: (i) keep your user user name and password ("Login Credentials" secure and strictly confidential; (ii) instruct each person to whom you have authorized to have user Login Credentials that he or she is not to disclose it to any unauthorized person; (iii) immediately notify us and select new Login Credentials if you believe your user logon credentials have become known to an unauthorized person.
- b. **PB&T Bank will have no liability to you for any unauthorized payment or transfer made using your user Login Credentials before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.** We may suspend or cancel your user Login Credentials without receiving such notice from you if we suspect that your user logon credentials are being used in an unauthorized or fraudulent manner. PB&T Bank will have no liability for such suspension or cancellation.
- c. **Acknowledgement of Commercially Reasonable Security Procedures.** By using Online Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).
- d. **Limitations of Bank's Liability.** If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed sixty (60) days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where PB&T Bank is headquartered for each day interest is due, computed on the basis of a 360-day year. **Unless otherwise required by law, in no event will PB&T Bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.**

15. **Electronic Funds Transfer Provisions for Consumer Accounts (see Section 14 for Business Accounts).**

- a. **Applicability.** These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, PB&T Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.
- b. **Your Liability.** The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:
 - i. Generally, tell us **AT ONCE** if you believe your card and/or code has been lost or stolen, or if you believe an electronic funds transfer has been made without your permission using information from your check. Telephoning PB&T Bank is the best way of keeping your possible losses down. If you notify PB&T Bank within two (2) business days after your password has been lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.
 - ii. If you fail to notify PB&T Bank within two (2) business days after your password was lost or stolen, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, your liability will not exceed the lesser of \$500.00 or the total of:
 - 1. \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; or
 - 2. The total of the authorized EFTs which occur during the two (2) days before notification to the Bank, provided PB&T Bank establishes that these EFTs would not have occurred had PB&T Bank been notified within that two-day period.

You must report immediately an unauthorized EFT that appears on your periodic statement, no later than sixty (60) days from transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred within the 60-day period. You may also be liable for the amounts as described in Sections (i) and (ii) above.

- iii. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.
- iv. We will determine whether an error occurred within ten (10) business days (twenty (20) business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days if the transfer involved a new account) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. Your account is considered a new account for the first thirty (30) days after the first deposit is made, unless each of you already has an established account with us before this account was opened.
- v. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

- vi. You may ask for copies of the documents that we used in our investigation.
 - vii. You may notify PB&T Bank by telephone or in writing. Notification by general email to report an unauthorized transaction is not secure and therefore not advised.
- c. **Telephone Numbers and Addresses.** In case of errors or questions regarding an Online Banking or Bill Payment transaction, call 888-728-3550 or write us at: PB&T Bank, 301 West 5th Street, Pueblo, CO 81003. We must hear from you at the telephone number or address, listed above, no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. We will need:
- i. Your name and Account number
 - ii. Description of the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need additional information
 - iii. Tell us the dollar amount of the suspected error.

16. Other Terms and Conditions.

- a. **Fees and Monthly Service Charge.** Except as otherwise provided in this Agreement, there is no monthly service charge or fee for accessing your Accounts via Online Banking. In addition to any fees described in this Agreement, you should note that depending on how you use Online Banking, you might incur charges for:
- i. Normal account fees and service charges;
 - ii. Any internet provider fees;
 - iii. An NSF-fee returned item, overdraft or similar fee may apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled, or in the case of a personal check, on the date when the check is presented to us for payment.
- b. **Joint Accounts.** When your Online Banking service is linked to one or more joint Accounts, we may act on the verbal, written, or electronic instructions of any authorized signer, even if some other document would require dual authorizations or dual signatures.
- c. **Security; Reliance on Your Instructions.**
- i. *Your Role in Preventing Misuse.* You understand the importance of your role in preventing misuse of your Accounts through Online Banking and you agree to promptly examine your periodic paper and/or electronic statement for each of your Accounts as soon as you receive it. This obligation is in addition to any obligations you have in your agreements related to your Account or other agreements to promptly review your statements and report errors.
 - ii. *Confidentiality of Information.* You agree to protect the confidentiality of your Account and Account number, your user ID and password, your challenge questions and answers, your Personal Identification Number (PIN), and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your Account, may allow unauthorized access to your Account. Your user ID and password are intended to provide security against unauthorized entry and access to your Accounts. Data transferred via the Online Banking system utilizes

identification technology to verify that the sender and receiver of the system transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Online Banking, or e-mail transmitted to and from us, will not be monitored and read by others.

- iii. We will rely and act on instructions we receive through Online Banking. You are responsible and liable for those transactions to the extent allowed by law and as provided in this Agreement and all of our Other Agreements with you. All such instructions will be considered as having been given to us directly by you and shall have the same authority as your written signature in authorizing us to comply with the instructions. You agree that you have been provided with a disclosure of the security procedures that will be used to authenticate transactions through Online Banking. You agree that those security measures are commercially reasonable security measures and that we may rely upon any instructions we receive upon authentication using these agreed upon security procedures.
- d. **Limitations on Use.** Online Banking services are not necessarily available everywhere, and may not be available to non-residents or non-citizens of the United States. Any access or use of Online Banking from locations outside of the United States may increase the risk of compromising your Login Credentials. You agree to accept all liability for any compromise to your Login Credentials arising as a result of your use or access to Online Banking from locations outside of the United States.
- e. **Viruses and Other Protection.** You are responsible for taking and maintaining security precautions to protect your computer, mobile device, data, and system. You agree that we are not responsible for any electronic virus, spyware, or malware that you may encounter using PB&T Bank's Online Banking system. We encourage you to routinely scan your computer and/or mobile device used to access Online Banking using quality up-to-date, reliable virus, spyware, and malware protection product to detect and remove any virus, spyware, and malware found. Similar such software should be utilized to protect your computers or devices in real-time. Undetected or unrepaired, a virus, spyware, or malware may corrupt and destroy your programs, files and even your hardware. You are responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your computers or devices, and for protecting, securing and backing up any data and information stored in or on your operating systems. We are not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your computers or devices or accessed through an internet connection.
- f. **Limitation on Liability.** IN NO EVENT WILL PB&T BANK OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, ONLINE BANKING, THE INABILITY TO USE ONLINE BANKING, ANY MERCHANDISE OR SERVICES PURCHASED OR OBTAINED USING ONLINE BANKING, OR ANY MESSAGES RECEIVED VIA ONLINE BANKING OR ANY TRANSACTIONS THEREUNDER, EVEN IF PB&T BANK HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF PB&T BANK AND OUR THIRD PARTY SERVICE PROVIDERS UNDER THIS

AGREEMENT SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000.00), EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE FEDERAL LAW.

- g. **No Liability for Certain Failures.** Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Microsoft® (Internet Explorer browser) or Google® (Google Chrome® browser), by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Banking.
- h. **Availability of Services.** Online Banking is generally available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When this occurs, we will display a message on the website when you sign on to Online Banking. Bankers are available to assist over telephone Monday through Friday 8:30 a.m. to 5:30 p.m. Mountain Time, excluding bank holidays.
- i. **Changes to this Agreement.** PB&T Bank may change this Agreement from time to time. We will notify you of such changes by mail or electronic message. If you utilize any Services through Online Banking after the effective date of such change, you indicate your agreement to the change.
- j. **Disclosure of Account Information.** We may share your information, please see our website privacy policy or financial privacy policy.
- k. **Disclaimer of Warranty.**
 - i. We may on a regular basis perform maintenance on our equipment or system, which may result in interrupted service or errors in Online Banking. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We make no representation that Services will be uninterrupted or error free. Our sole obligation to you arising out of (i) the non-availability of Online Banking, or (ii) an interruption or delay in providing Online Banking shall be to use commercially reasonable efforts to resume such Services. The foregoing shall constitute our entire liability and your exclusive remedy. In no event shall PB&T Bank or any of our respective officers, directors, employees, agents or subcontractors 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 Online Banking service. However, nothing in this section is intended to limit any rights you may have under federal law or otherwise provided in this Agreement.
 - ii. **WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SYSTEM PROVIDED TO YOU UNDER THIS AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT THE SYSTEM WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES.**
- l. **Indemnification.** Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Account, you agree to agree to indemnify, defend, and

hold harmless PB&T Bank and its directors, officers, employees, third party service providers, and agents free and harmless from any and all losses or damages, including attorneys' fees, lost profits, and indirect or special damages, including, but not limited to, those relating to bank secrecy or financial privacy laws or regulations, that may arise, directly or indirectly, in whole or in part from (a) an Account; (b) the performance of our Online Banking or the Online Bill Pay you elect; (c) a third party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us; (d) any fraud, manipulation, or other breach of these terms; (e) any third party claim, action, or allegation brought against us arising out of or relating to a dispute with you over an Account, the terms and conditions of an agreement, purchase or sale of any goods or Online Banking; (f) your violation of any law or rights of a third party; or (g) your use, or the provision of Online Banking or use of your Account by any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to your use of Online Banking by you or your authorized representative.

- m. **Liability for Loss of or Erroneous Data.** You will bear the liability or the risk of any error or loss of data, information, transactions or other losses, which may be due to the failure of your respective computer system or third party communications provider on which you may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your computer system, including but not limited to damage or loss resulting from date related problems.
- n. **Joint and Several Liability.** If any one or more of your deposit Accounts has co-owners, each co-owner will be jointly and severally liable for any obligation which arises from the use of Online Banking to access the Account. This joint and several liability shall extend as well to any line of credit accessed through any such Account.
- o. **Refusal to Provide Online Banking Services.** We may terminate your Online Banking or any service provided via Online Banking at any time without prior notice and with or without cause. If more than one person can access an Account through Online Banking, we reserve the absolute right to terminate all Online Banking access to the Account upon the request of the Account owner, any Account co-owner, or any other person authorized to access the Account.
- p. **Amendments.** The terms of this Agreement, any particular product or service offered via Online Banking, applicable fees, and service charges may be amended from time to time. In such event, PB&T Bank shall send notice to you at your address as it appears in our records. Any use of Online Banking after a change in terms will constitute your agreement to such change(s). In addition, PB&T Bank may revise or update the programs, Services, and/or related material, which may render all such prior versions obsolete. Consequently, PB&T Bank reserves the right to terminate this Agreement as to all such prior versions of the programs, Services, and/or related materials.
- q. **Address, Email, or Banking Changes.** You agree to notify us at least ten (10) Business Days in advance, of any change in your address, transaction Account, your banking status or e-mail address. PB&T Bank can be contacted at 888-728-3550 during business hours: Monday through Friday 8:30 a.m. - 5:30 p.m. The easiest way to contact us about changes in your email or phone number is by updating them within the Online Banking portal.
- r. **Assignment.** You may not assign this Agreement to any other person or entity. We may assign this Agreement to any company with which we are directly or indirectly affiliated. We may also

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

- s. **No Waiver.** We will not be deemed to have waived any of our rights or remedies under this Agreement unless we send the waiver to you by electronic message or we otherwise mail or deliver to you a written waiver signed by us. No delay or omission on our part in exercising any of our rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies we may have. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.
- t. **No Extension of Credit.** If any service provided through Online Banking involves a debit to any of your Accounts or any other account you maintain with us, you must have on deposit in such Accounts sufficient amounts to enable us to make the debit. Nothing in this Agreement will constitute or be deemed a commitment by us to extend credit to you, or to grant to you overdraft privileges. We will not have any obligation to make any funds available to you to effect any payment being made by you or to enable you to use any one or more of the Services. Any obligation to extend credit to you or to otherwise make funds available to you must be set out in a separate agreement executed by PB&T Bank through a person authorized to make credit decisions on our behalf.
- u. **Grant of Security Interest.** As security for your obligations to us under this Agreement, you grant to us a present and continuing security interest in the following: (i) all of your Accounts and all distribution/collection points related to any one or more of your Accounts associated with the Online Banking Services; (ii) all now existing and all hereafter arising contract rights relating to your Accounts associated with the Services and the distribution/collection points related to any one or more of your Accounts; (iii) all cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, Accounts, securities and other items of value or payment intangibles belong to you or payable to you, which are now in or may in the future be in or paid or deposited to your Accounts and which are now in or may in the future be in or deposited in any distribution/collection points related to any of your Accounts; and (iv) all present proceeds and future proceeds of or related to the foregoing Accounts, depository/collection points and cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, Accounts, securities and other items of value or payment intangibles.
- v. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the provisions shall continue in full force and effect and shall in no way be invalidated or otherwise affected.
- w. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws provisions, and applicable federal law, except to the extent this Agreement can and so vary such laws.
- x. **Ownership of Materials.** The Content and information on our Website is copyrighted by PB&T Bank or third parties and the unauthorized reproduction or distribution of any provisions is prohibited.
- y. **Captions.** The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions for this Agreement.
- z. **Survival.** The provisions of this Agreement, which by their nature survive expiration or termination of this Agreement, shall survive the termination of this Agreement.

- aa. **Dispute Resolution.** You agree that any disputes between you and PB&T Bank or that relate to or arise from this Agreement or the Service will be resolved exclusively in the State or Federal courts for the county embracing the branch of PB&T Bank at which your Account(s) were opened. The parties agree that such court is the most convenient venue or forum for the resolution of such disputes and such court has jurisdiction over the respective parties.
- bb. **WAIVER OF JURY TRIAL.** Where permitted by law, both parties waive their right to request a jury trial and agree that all matters relating to or touching upon this Agreement or Online Banking shall be resolved judicially, without a jury.
- cc. **Entire Agreement.** This Agreement, together with the Other Agreements, is the complete and exclusive statement of the agreements between PB&T Bank and you with respect to the subject matter hereof and supersedes any prior agreement(s) between PB&T Bank and you with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Other Agreements, the terms of this Agreement shall govern. In the event performance of the Services provided through Online Banking in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation, or government policy to which PB&T Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and PB&T Bank shall incur no liability to you as a result of such violation or amendment. No course of dealing between PB&T Bank and you will constitute a modification of this Agreement, the rules, or the Security Procedures constitute an agreement between you and PB&T Bank regardless of whatever practices and procedures PB&T Bank and you may use.

SERVICE DESCRIPTIONS

Mobile Banking

This Section sets forth the terms and conditions that apply to your access and use of the PB&T Bank Mobile App (collectively referred to as the “Service”) provided by PB&T Bank. In this Agreement, “you” refers to each owner and authorized signer on the Accounts which may be accessed through the Service.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICE VIA THE MOBILE APP OR PRIOR TO USING TEXT BANKING. DO NOT USE THE SERVICE VIA THE MOBILE APP IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.

BY ACCESSING OR USING THE SERVICE OR OTHERWISE ACKNOWLEDGING YOUR CONSENT, YOU REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER AND YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT IN ITS ENTIRETY AND ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING YOUR USE OF THE MOBILE APP. THIS AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY POSTING A NEW VERSION TO THE MOBILE APP OR ONLINE BANKING, WHICH VERSION WILL BE EFFECTIVE UPON POSTING AND YOUR CONTINUED USE OF THE SERVICES.

1. **Mobile Services.** The Service allows you to access the following features through the Mobile App:
 - a. **Account Access:** You can obtain information about your Accounts, transactions, and balances.
 - b. **Bill Payment:** You can make bill payments to other people, businesses, or transfer money to accounts you control at another institution.
 - c. **Transfer Money:** You can transfer funds between Accounts you have established with the Bank. Your ability to transfer money includes your ability to make a transfer in order to pay an outstanding loan with PB&T Bank so long as that loan is listed as one of your Accounts.

- d. **Locate a Branch or ATM:** You can locate your nearest Branch or ATM.
- e. **Mobile Deposit Capture:** You can deposit checks.
- f. **Pay a Person:** You can transfer funds between your account and another person's account.
- g. **Text Banking:** You can enroll in and manage your text banking service which enables you to receive and request account information.

We may add or delete functions in the future. You acknowledge that we use one or more third party licensor's mobile technology to provide the Service. The Service, as well as the content and materials you may receive or access through your use of the Service, are proprietary to us and our licensors, and are for your use only. You agree we are not responsible or liable for the acts, omissions, systems, or services provided by any licensor.

2. Your Equipment

- a. To use the Service, you must have a compatible mobile device such as a current and fully patched Apple iPhone or Android Device, which can access the internet or a wireless data plan. You are responsible for the selection, installation, maintenance, and operation of your mobile device and its software. We are not responsible for any errors, failures, or malfunctions of your mobile device or software, or for any computer virus or related problems that may occur with your use of this Service. You are responsible for ensuring that your mobile device and software are compatible with our system. We reserve the right to change our system requirements from time to time.
 - b. The Service may not be accessible or may have limited utility over some network carriers. We cannot guarantee and are not responsible for the availability of data services provided by your mobile carrier, such as data outages, unavailability of data plans, or "out of range" issues.
 - c. We reserve the right to support only certain types of mobile devices and mobile operating systems. Note: some browser software may store user names and security codes to facilitate the future use of a website. For security reasons, you agree to disable this feature in your browser. Check your browser's "Help" screen for more information on this feature. If you are unable to connect to the Service for any reason, please contact us at 888-728-3550 or by accessing the "contact us" information in the Mobile App.
3. **Login Credentials.** To use the Service, you must have a compatible mobile device or tablet such as an Apple iPhone, iPad, or Android Device, which can access the internet or a wireless data plan. Additionally, you must register Login Credentials. If you have previously enrolled through the Online Banking portal, you will use the same Login Credentials to access the Mobile App.
4. **Use of Mobile Banking Services.** You are responsible for reviewing and complying with the instructions provided in the mobile application for the proper use of the Mobile App. You agree to accept responsibility for learning how to use the Mobile App in accordance with the instructions and agree that you will contact us directly if you have any questions or problems with the Mobile App. You agree not to use the Service in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Service to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by PB&T Bank (in its sole discretion), that is harassing, coercive,

defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of PB&T Bank or any third party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose PB&T Bank, any third party service provider involved in providing the Service, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of any third party. You agree that you will not attempt to: (i) access any services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Service, or other customers of the Service, or otherwise abuse the Service.

5. **Mobile Services.**

- a. *Mobile Services Generally.* Your use of the Mobile App to conduct these services is subject to the terms and limitations stated in this Agreement, any applicable agreement for a particular service, and the applicable instructions and disclosures PB&T Bank provides you. This Agreement, our Other Agreements with you, and the Bank's disclosures may limit your ability to initiate transactions, including limits or restrictions on the number and dollar amount or types of transactions that we may from time to time impose. As new services become available, by your use of such services, you agree to be bound by this Agreement and amendments to this Agreement regarding the new services and any additional rules which we provide you concerning the new services.
- b. *Account Access: Current Balance and Transaction Information.* You can use the Service to obtain your Current Balance, as defined below, and transaction information any time of the day, seven days a week, except when the system is unavailable for maintenance or other reasons. Please note that the information provided may not include recent transactions and may include funds that are not subject to immediate withdrawal. The information displayed may not be your Current Balance and may show "pending" transactions.
- c. *Bill Payment.* You can make one-time payment to others ("Payees") from your account using PB&T Bank's bill payment Service, subject to the terms and conditions of this Agreement. Bill payments can be accessed through the Mobile App. Your use of the bill payment service is governed by the section of this Agreement entitled "Online Bill Pay".
- d. *Transfers Between Accounts.* You can make transfers between your PB&T Bank accounts using the Mobile App. These transfers include one-time transfers, scheduled transfers, and recurring transfers. Your use of the transfer service is governed by the section of this Agreement entitled "Transfers between your Accounts."
- e. *Locate a Branch or ATM.* You can use the Mobile App to locate the PB&T Bank branch or ATM closest to your location.

- f. *Mobile Deposit.* The Mobile Deposit Service (“Mobile Deposit”) provides you the ability to access and make deposits to your designated Accounts using a mobile device with a camera (referred to herein as a “Device,” as further defined below)). The Mobile Deposit Service enables you to use a compatible Device to scan an image of original paper checks (“Checks”) that are drawn on or payable through United States financial institutions (each an “Image”) and to electronically submit the Image and associated deposit information to PB&T Bank from your home or other remote locations using the Mobile Deposit services for deposit into a designated account for collection thereafter by the Bank. As used in this Agreement, a “Device” means any device acceptable to us that provides for the capture of Images and for transmission through the clearing process. Your use of Mobile Deposit is governed by this Agreement, and the Mobile Deposit Section attached to this Agreement.
- g. *Person-to-Person Transfers.* Pay a Person (“P2P”) allows you to perform the following functions send money to another person who has an account either at PB&T Bank or at another financial institution using that person’s contact information. All requests to send money to another person or actions to receive funds into your account must be made through the Mobile App. Your use of the P2P is governed by the terms and conditions of this Agreement.
- h. *Text Banking.* Text Banking includes both your ability to receive alerts related to your account and your ability to text PB&T Bank for information related to your accounts. You may set up Mobile Banking Alerts by logging into your Online Banking profile through the Mobile App or by requesting that a PB&T Bank Banker set up Mobile Banking Alerts. Your use of text banking is governed the section of this Agreement entitled “Text Banking.”

6. End User License Agreement.

- a. The PB&T Bank Mobile App End User License Agreement (“Mobile App Agreement”) applies to your access and use of the Mobile App.
- b. PB&T Bank has the right to terminate or suspend your access to or use of the Mobile App, with or without notice, in the event that you violate the Mobile App Agreement or close your account. In case of any discrepancy between this Agreement and the Mobile App Agreement, the terms of this Agreement will prevail.
- c. The Mobile App is owned and operated by PB&T Bank or its affiliates, licensors and/or third party service providers (the “Bank Parties”) and unless otherwise indicated, all designs, text, images, videos, graphics, software and other content and materials appearing in the Mobile App (collectively, “Content”) are the property of PB&T Bank or PB&T Bank Parties, and protected, without limitation, by U.S. and foreign copyright, trademark and other intellectual property laws. All trademarks, service marks, trade names, logos and other indicia of origin (collectively, “Marks”) appearing on the Mobile App are the property of PB&T Bank or PB&T Bank Parties. You may not make any use of any Content or Marks without the prior written consent of the Bank. No Content from PB&T Bank Website or Mobile App may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.
- d. In using or accessing the Service you agree: (1) not to use the Service for fraudulent purposes; (2) not to “spam” others or “phish” for others’ personal information; (3) not to create or use a false identity; (4) not to disrupt or interfere with the security of, “deeplink”, attempt to obtain unauthorized access to or otherwise abuse, the Service or affiliated or linked websites; (5) not to disrupt or interfere with any other user’s enjoyment of the Service; (6) not to use, frame or utilize framing techniques to enclose any Marks or other proprietary information (including Content); (7) not to use meta tags or any other “hidden text” utilizing a Mark ; and (8) not to use the Service in a manner that is defamatory, inaccurate, profane, threatening, invasive of a

person's privacy, violates any third party proprietary rights, or is in violation of any law or regulation.

- e. You agree not to use or attempt to use the Service: (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that PB&T Bank has no obligation to monitor your use of the Mobile App for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that PB&T Bank reserves the right to decline to execute any transaction or activity that it believes violates the terms of this Agreement.
 - f. The Website, Online Banking, and the Mobile App may contain links to third party websites and services, over which PB&T Bank has no control. You acknowledge and agree that PB&T Bank does not endorse, verify, or make any representations regarding these third party websites and services and is not responsible for the availability of, and any liability arising from, any such third party websites and services. PB&T Bank is not liable to you or any other party for any loss or damage which may be incurred by you as a result of these third party websites and services.
 - g. PB&T Bank reserves the right, without notice and at its sole discretion, to suspend or terminate your ability to access or use the Service, and to block or prevent future access to and use of the Service for any reason. PB&T Bank may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of the Service, temporarily or permanently, at any time with or without notice to you. You agree that PB&T Bank shall not be liable to you or to any third party for any such modification, suspension or discontinuance.
7. **User Security and Account Access.** We are entitled to act on transaction instructions received using your Login Credentials and other uniquely identifying access information (such as your password, passcode, and other authentication functions supported by your device) (collectively, the "Security Procedures"), and you agree that the use of the Security Procedures will have the same effect as your signature authorizing the transaction. You agree that these Security Procedures constitute commercially reasonable Security Procedures under applicable law for the initiation of the services you utilize via the Mobile App, including without limitation, transfers and access to confidential information. You agree not to leave your mobile device unattended while logged into the Mobile App. You agree to log off immediately at the completion of each access of the Mobile App. You agree not to provide your username or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access the Mobile App, you are responsible for transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. Protection of Security Procedures for the Mobile App:
- a. Your access to the Mobile App is similar to accessing your account(s) via the internet. As such, you should be cautious in the use of the system.
 - b. You should treat all access codes the same way you treat your personal identification numbers (PIN) of a debit card. Do not write the numbers down.
 - c. If the Bank receives any instructions via the Mobile App after you have placed proper authentication information through the system using the Security Procedures, the Bank will treat

those transactions as your authorized transactions. You are responsible for the accuracy of your instructions.

- d. You should not provide any Mobile App access information, including the Security Procedures, to anyone. You are responsible for keeping your access information confidential. If you permit other persons to use your mobile device and/or other means to access the Mobile App, you are responsible for any transactions he/she authorizes.
- e. You understand the importance of your role in preventing misuse of your Accounts through the Mobile App and you agree to promptly review your statements for each of your Accounts as soon as you receive it.
- f. You should immediately report any abnormalities or fraud in your account(s). You should safeguard your mobile device and codes used to access your account(s).
- g. You agree not to leave your Device unattended while logged into the Mobile App and to log off immediately upon completion of each access.
- h. If you believe your Device, user name, password, or other approved access information has been lost or stolen, or that someone has transferred or may transfer funds from your Account, without your authorization, **CONTACT US AT ONCE AT 888-728-3550**

8. Additional Provisions Applicable Only to Business Accounts (other than Sole Proprietorships).

- a. **Protecting Your User Login Credentials.** You agree that we may send notices and other communications to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: (i) keep your user Login Credentials secure and strictly confidential; (ii) instruct each person to whom you have authorized to have user Login Credentials that he or she is not to disclose it to any unauthorized person; (iii) immediately notify us and select new Login Credentials if you believe your user Login Credentials have become known to an unauthorized person.
- b. **PB&T Bank will have no liability to you for any unauthorized payment or transfer made using your user login credentials before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.** We may suspend or cancel your Login Credentials without receiving such notice from you if we suspect that your user Login Credentials are being used in an unauthorized or fraudulent manner. PB&T Bank will have no liability for such suspension or cancellation.
- c. **Acknowledgement of Commercially Reasonable Security Procedures.** By using the Mobile App, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).
- d. **Limitations of Bank's Liability.** If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you

canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed sixty (60) days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where PB&T Bank is headquartered for each day interest is due, computed on the basis of a 360-day year. **Unless otherwise required by law, in no event will PB&T Bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.**

9. **Electronic Funds Transfer Provisions for Consumer Accounts (see Section 7 for Business Accounts).**

- a. **Applicability.** These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, PB&T Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.
- b. **Your Liability.** The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:
 - i. Generally, tell us **AT ONCE** if you believe your card and/or code has been lost or stolen, or if you believe an electronic funds transfer has been made without your permission using information from a check. Telephoning PB&T Bank is the best way of keeping your possible losses down. If you notify PB&T Bank within two (2) business days after your password has been lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.
 - ii. If you fail to notify PB&T Bank within two (2) business days after your password was lost or stolen, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, your liability will not exceed the lesser of \$500.00 or the total of:
 1. \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; or
 2. The total of the authorized EFTs which occur during the two (2) days before notification to the Bank, provided PB&T Bank establishes that these EFTs would not have occurred had PB&T Bank been notified within that two-day period.

You must report immediately an unauthorized EFT that appears on your periodic statement, no later than sixty (60) days from transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred within the 60-day period. You may also be liable for the amounts as described in Sections (i) and (ii) above.

- iii. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.
 - iv. We will determine whether an error occurred within ten (10) business days (twenty (20) business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days if the transfer involved a new account) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. Your account is considered a new account for the first thirty (30) days after the first deposit is made, unless each of you already has an established account with us before this account was opened.
 - v. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.
 - vi. You may ask for copies of the documents that we used in our investigation.
 - vii. You may notify PB&T Bank by telephone or in writing. Notification by general email to report an unauthorized transaction is not secure and therefore not advised.
- c. **Telephone Numbers and Addresses.** In case of errors or questions regarding an Online Banking or Bill Payment transaction, call 888-728-3550 or write us at: PB&T Bank, 301 West 5th Street, Pueblo, CO 81003. We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:
- i. Your name and Account number
 - ii. Description of the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need additional information
 - iii. Tell us the dollar amount of the suspected error.

10. Disclaimer.

- a. **PB&T BANK MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE SERVICE, THE WEBSITE, THE MOBILE APP, OR ANY CONTENT, ONLINE, OR MOBILE SERVICES PROVIDED THEREIN ("BANK SERVICES") ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PB&T BANK HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH RESPECT TO PB&T BANK SERVICES, AND ANY THIRD PARTY WEBSITE OR SERVICE. PB&T BANK DOES NOT WARRANT THAT PB&T BANK SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF PB&T BANKSERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT TRANSMISSIONS OR DATA WILL BE SECURE, OR THAT PB&T BANK SERVICES, OR THE SERVER(S) THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PB&T BANK DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF PB&T BANK SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.**

YOU AGREE THAT WE 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 RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE 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 THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

PB&T Bank will not be responsible for any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, terrorism, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes or any other occurrences which are beyond PB&T Bank's reasonable control.

- b. *Virus and Other Protection.* You are responsible for taking and maintaining security precautions to protect your mobile device and its data. You agree that PB&T Bank is not responsible for any electronic virus, spyware, or malware that you may encounter using the Mobile App. PB&T Bank encourages you to routinely scan your mobile device using any up-to-date, reliable virus, spyware, and malware protection product to detect and remove any virus, spyware, and malware found. Undetected or unrepaired, a virus, spyware, or malware may corrupt and destroy your programs, files and even your hardware. You are responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems and mobile device, and for protecting, securing and backing up any data and information stored in or on your operating systems. PB&T Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems or accessed through any data connection.
11. **Hours of Operation.** You can access account information through the Service 7 days a week, 24 hours a day. There may be times, however, when all or part of the Service is unavailable due to system outages or maintenance. We assume no responsibility for any damage or delay that may result from such unavailability.
12. **Privacy Policy.** Please see our Privacy Policy for information about how we collect, use, and disclose your information.
13. **Electronic Mail.** For security reasons, you should not send us any email with your account or personal information in it. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.
14. **Discrepancies.** We assume no responsibility for the accuracy or timeliness of information provided by, or retrieved from, other institutions or other parties to your transactions. You agree to provide us with prior written notice of any changes in your designated Accounts with payees and other institutions that would affect our right or ability to process Service transfers or payments. If a transfer or payment instruction identifies a Payee or a financial institution by name and account or other identifying number, we and other financial institutions may process the transaction solely on the basis of the number, even if it identifies a different person or entity from what is indicated in the instruction. We have no obligation to identify and investigate discrepancies between names and numbers.
15. **Documentation.** We will make available to you a monthly account statement unless there are no electronic funds transfers in a particular month. In any case, you will receive or have electronic access a statement at least quarterly, as more fully set forth in your Account Agreement.

16. **Service Fees.** There are no fees for accessing information about your Accounts or paying bills through the Service. We are not responsible for any fees that may be billed to you by your internet service provider. All fees associated with your account are set forth in the Fees Disclosure <https://pbandt.bank/fees.pdf>.
17. **Limitations.** We reserve the right to limit the frequency and dollar amount of transfers and payments for security reasons. We may permit you to exceed these limits from time to time at our sole discretion. Payments and transfers may only be made to and from Accounts in the United States, and only in U.S. Dollars. We also may deny or limit transactions for security reasons. We may refuse to permit a Service transaction at any time and without prior notice if we believe it may violate applicable law.
18. **How to Notify Us of a Problem.** If you have a question about a Service transaction, believe your Login credentials or other security credentials have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at 888-728-3550 or the contact us menu through the Mobile App.
19. **Indemnification.** Except as otherwise set forth in this Agreement, you agree to indemnify, defend, and hold harmless PB&T Bank and its directors, officers, employees, third party service providers, and agents free and harmless from any and all losses or damages, including attorneys' fees, lost profits, and indirect or special damages, including, but not limited to, those relating to bank secrecy or financial privacy laws or regulations, that may arise, directly or indirectly, in whole or in part from: (a) your actions and omissions in connection with your Accounts or our Service; or (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.
20. **Change in Terms.** We may add to, delete from, or change the terms of this Agreement at any time by sending notice to you through the Mobile App, through a text message, through an email address shown in our records, by posting the notice or amended Agreement in the Mobile App, or by delivering it to you through a method which we agree to. You may choose not to accept the change by closing your account(s) and terminating this Agreement and your use of the Service. Your continued use of the Service following our change in terms shall be deemed your acceptance of the new terms.
21. **Limitation on Liability for Business Entities Using Mobile Banking.** **IN NO EVENT WILL PB&T BANK OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT, OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ONLINE BANKING, MOBILE BANKING, THE INABILITY TO USE ONLINE BANKING, THE INABILITY TO USE MOBILE BANKING, ANY MERCHANDISE OR SERVICES PURCHASED OR OBTAINED THROUGH ONLINE OR MOBILE BANKING, OR ANY MESSAGES RECEIVED VIA ONLINE OR MOBILE BANKING OR ANY TRANSACTION THEREUNDER, EVEN IF PB&T BANK HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY FOR PB&T BANK AND OUR THIRD PARTY SERVICE PROVIDERS UNDER THIS AGREEMENT SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000.00).**
22. **How to Contact Us in the Case of Errors or Questions.** Telephone or write to us as soon as possible if you think your statement is wrong or if you need more information about an electronic transfer listed on the statement.

Call Us at: 888-728-3550

Write to us at: PB&T Bank, 301 West 5th Street, Pueblo, CO 81003

In addition to the obligations in Other Agreements governing failure to report unauthorized or fraudulent transactions, the failure by you to promptly report any such errors or issues within a reasonable time, which in no event shall exceed sixty (60) days after we sent the FIRST statement upon which the problem or error appeared, shall preclude you from asserting against us any claims arising from the error or any loss caused by the error or issue.

23. **Termination.** Any indemnification required by this Agreement will survive its termination.

24. **Miscellaneous.**

- a. *No Extension of Credit.* If any Service provided through the Mobile App involves a debit to any of your Accounts or any other account you maintain with us, you must have on deposit in such Accounts sufficient amounts to enable us to make the debit. Nothing in this Agreement will constitute or be deemed a commitment by us to extend credit to you, or to grant to you "overdraft" privileges. We will not have any obligation to make any funds available to you to effect any payment being made by you or to enable you to use any one or more of the Services. Any obligation to extend credit to you or otherwise make funds available to you shall be set out in a separate agreement executed by PB&T Bank through a person authorized to make credit decisions on our behalf.
- b. *Grant of Security Interest.* As security for your obligations to us under this Agreement, you grant to us a present and continuing security interest in the following: (i) all of your Accounts and all distribution/collection points related to any one or more of your Accounts associated with the Service; (ii) all now existing and all hereafter arising contract rights relating to your Accounts associated with the Service and the distribution/collection points related to any one or more of your Accounts; (iii) all cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, Accounts, securities and other items of value or payment intangibles belong to you or payable to you, which are now in or may in the future be in or paid or deposited to your Accounts and which are now in or may in the future be in or deposited in any distribution/collection points related to any of your Accounts; and (iv) all present proceeds and future proceeds of or related to the foregoing Accounts, depository/collection points and cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, Accounts, securities and other items of value or payment intangibles.

Text Banking

1. You may also access Text Banking using a mobile device ("Text Banking"). Text Banking includes both your ability to receive alerts related to your account and your ability to text PB&T Bank for information related to your accounts. You may set up Mobile Banking Alerts by logging into your Online Banking profile through the Mobile App or by requesting that a PB&T Bank Banker set up Mobile Banking Alerts. PB&T Bank account alerts (the "Alerts Service") allows you to receive communications (collectively, "Alerts", individually, an "Alert") from time to time concerning available account information and other matters relating to your account(s). You may receive Alerts via SMS text message through a SMS-enabled mobile device ("SMS Alert"). By signing up for a Bank account, you agree to receive Alerts regarding your account (and any sub-account) through the Alerts Service, you acknowledge that you are aware of and agree to abide by the terms and conditions applicable to the Alerts Service. Please be certain to review terms and conditions specific to SMS Alerts (collectively "Mobile Alerts"), below.
2. Presently, PB&T Bank offers transaction and balance alerts, available on user selected frequencies and criteria, including categories and thresholds. PB&T Bank reserves the right to change or remove any and

all Alerts associated with the Alerts Service. PB&T Bank shall have no liability for failure to provide such Alert or for removing such Alert.

3. Text Banking also allows you to send an SMS message to request information about your account. Currently, you can request information related to your transaction history (by texting "HIST") and your balance (by texting "BAL"). You can also transfer funds (by texting "XFER").
4. You understand that in order to utilize Text Banking, you must:
 - a. Have at least one PB&T Bank Account on which you are the sole or joint owner. If there is any change in the ownership of such Account(s), you must notify us immediately;
 - b. Ensure that your devices are compatible with and capable of operating in a manner that allows you to utilize Text Banking securely, including, but not limited to, installing current software manufacturer provided patches and anti-virus/anti-spyware software.
5. You acknowledge and agree that your receipt of any Alert may be delayed or prevented by factor(s) outside of our control, including factors affecting your wireless service provider and coverage in your area. We do not guarantee the delivery, timeliness, or accuracy of the contents of each Alert. The Service is subject to transmission limitations and service interruptions. You will promptly notify us by calling 888-728-3550 if you are unable, for any reason to receive SMS Alerts. You agree to indemnify, defend, and hold harmless PB&T Bank and its directors, officers, employees, third party service providers, and agents free and harmless from any and all losses or damages, including attorneys' fees, lost profits, and indirect or special damages, including, but not limited to, those relating to bank secrecy or financial privacy laws or regulations, that may arise, directly or indirectly, in whole or in part, from a non-delivery, delayed delivery, or the misdirected delivery of an Alert; inaccurate or incomplete content in an Alert; your reliance on or use of the information provided in an Alert for any purpose; or any third party, whether authorized or not, obtaining information regarding your account disclosed in the Alerts.
6. Alerts **do not constitute records** for the Account to which they pertain, rather, they will reference account records available through the Mobile App. We do not assume any additional responsibility or obligation under these terms and conditions with respect to the use of, or any transaction or eventuality involving, your account. The Alerts Service does not free you from the responsibility of safeguarding the physical security and authorized use of your account. We reserve the right to suspend, terminate, and/or modify the Alerts Service without liability at any time without prior notice to you. When we send you an Alert, it will be treated as available and received when it is posted to your account and transmitted to the current phone number, mobile device, or email address on file for your account.
7. We may deactivate the sending of Alerts to you if your Account is not used for a purchase, ATM transaction, deposit or transfer for a period of ninety (90) days. If Alerts are deactivated for your Account and you resume use of your Account and wish to restore Alerts, you will be required to re-enroll your Account in the Alerts Service to restore Alerts.
8. The Alerts Service allows you to receive Mobile Alerts. We send Mobile Alerts to you based upon the instructions you provide to us, including the mobile number you provide to us during account sign-up. You hereby acknowledge and accept that each Mobile Alert may be sent to you without being encrypted and may include your name and information pertaining to your Account. Information, such as your account balance, may be included. If anyone accesses your mobile device, they may be able to view the contents of these Alerts. You are solely responsible for restricting access to your mobile device and maintaining the confidentiality of any information displayed through a Mobile Alert. For help regarding SMS Alerts, access "HELP" in the Mobile App or contact us using the "CONTACT US" link in the Mobile App. By opening an account and receiving Mobile Alerts, you are consenting to receive Mobile Alerts and

other messages delivered via text message to your mobile device. Message and data rates may apply to your use of Mobile Alerts. See your wireless provider for pricing plan details.

9. It is your responsibility to: (i) ensure the security of your mobile device; (ii) determine if your wireless provider supports SMS; and (iii) ensure your mobile device is capable of receiving SMS Alerts. You are solely responsible for any fees imposed of any kind whatsoever by your wireless service provider in connection with Mobile Alerts.

Viewing Account Information

Subject to any restrictions we may impose from time to time, you may access any of your Accounts at PB&T Bank through the Online Banking Portal or the Mobile App. All Accounts on which you are an owner, authorized signer, or borrower may be linked. By using Online Banking, you can get Account information conveniently and immediately on your Account. Balance information shown for your Accounts is the "Current Balance." The Current Balance is the balance less any holds and includes certain debits and credits which have taken place since the close of the previous banking day, for example, ATM deposits and withdrawals, cash deposits, wire transfers, and other online activity. Transaction history information is available for your current statement cycle plus previous statement cycle.

Transfers Between Your Accounts at PB&T Bank

1. **Transfers Generally.** Subject to any other applicable agreements, you can make the following transfers using Online Banking:
 - a. Transfers between deposit Accounts- you can transfer funds between your Accounts with the Bank.
 - b. Transfer to a Lines of Credit- you can transfer funds to pay a line of credit.
2. **Application of Other Agreements.** Your use of Online Banking to conduct these Services is subject to the terms and limitations in this Agreement, any applicable agreement for a particular service, and the applicable instructions and disclosures the Bank provides you. This Agreement, our Other Agreements, and PB&T Bank's disclosures may limit your ability to initiate transactions, including limits or restrictions on the number and dollar amount or types of transactions that we may from time to time impose. As new Services become available, by your use of such Services, you agree to be bound by this Agreement and amendments to this Agreement regarding the new Services and any additional rules which we provide you concerning the new Services.
3. **Types of Transfers.** Subject to any applicable transfer limitations set by PB&T Bank, Online Banking permits you to transfer funds from a deposit Account to any other deposit Account, and from a deposit Account to a line of credit Account to make payments. In the future, Online Banking may expand the types of transfers you can make. When initiating a new scheduled transfer, the "transfer date" is the date you enter for the transfer of fund from one Account to another. You should always check Online Banking for the current balance in a given Account. However, generally, the following timing will apply to transfers.
 - a. *One-Time Transfers.* One-Time transfers that transfer funds from a deposit Account to another deposit Account, line of credit or loan Account will generally be processed simultaneously if the transfer request is made before 7:00 p.m. on a Business Day. For example, if you transfer funds from Account 1 to Account 2, the funds will be debited from Account 1 and credited to the available balance in Account 2 simultaneously. The funds will be available immediately upon the transfer for withdrawal from Account 2 through an ATM or debit card transaction or at a teller

window, and will also be available to honor checks or other items presented for payment against Account 2 in the nightly processing following the transfer. If we receive your transfer instructions after 7:00 p.m., the transferred funds will be credited to your Account as of the next Business Day following the date you initiated the transfer.

- b. *Scheduled Transfers.* Scheduled transfer of funds from a deposit Account to a line of credit or loan Account will be processed as follows: (1) the transfer will be debited from your deposit Account when you execute the transfer on the transfer date (regardless of the day or time we receive your instructions); and (2) the transfer will be credited to Account during our nightly processing of the loan Account. The transfer will be credited to your line of credit or loan Account on the transfer date if (i) the transfer date you designate is a Business Day and (ii) we receive your instruction to transfer the funds to your loan Account no later than 7:00 p.m. on the transfer date. If you designate a non-Business Day as the transfer date, or if we receive your transfer instructions after 7:00 p.m. on the transfer date, the transferred funds will be credited to your loan Account as of the next Business Day following the transfer date.
 - c. *Line of Credit or Loan Transfers.* Presently, we only permit transfer to a line of credit Account.
 - d. *Preauthorized (Recurring Payments).*
 - i. Right to Stop Electronic Payments and How to do so. If you have told us in advance to make recurring payments out of a deposit Account, you can stop these payments. To stop a payment, you should cancel the recurring payment through the Online Banking portal or Mobile App. In the event you are unable to stop the payment in this way, please contact us at 888-728-3550.
4. **Limitations and Dollar Amounts for Internal Transfers.** For certain Accounts, applicable federal regulations impose certain limits on pre-authorized, automatic, and telephone transfers (including online transfers) to six (6) per statement cycle. Loan payments to the Bank are not included in these limits. For security reasons, the Bank may impose additional limits on the frequency, number, and dollar amounts of transactions you can perform using Online Banking. In addition, as noted herein, we reserve the right to pay any person or entity to which you may direct a payment through Online Banking. We will notify you promptly if we decide to refuse to pay a person or entity designated by you; however, this notification is not required if you direct us to make any payment which is otherwise prohibited under your agreement with us.
5. **Cancelling Internal Transfers.** In order to cancel a transfer, you must sign into Online Banking and follow the directions provided in the portal. PB&T Bank recommends that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. PB&T Bank will cancel any scheduled payments within two bank business days from the date PB&T Bank receives your request to discontinue the service. If you attempt to cancel a payment or transfer in accordance with the above directions and we do not do so, we will be liable for your losses and damages.

Pay A Person (“P2P”) Transfers

Pay a person (“P2P”) allows you to send funds to another person (a “Recipient”) through electronic means. Unauthorized use of the P2P is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. PB&T Bank or PB&T Bank’s service provider (the “P2P Service Provider”) may monitor and audit usage of this system. You are hereby notified that the use of the P2P constitutes consent to such monitor and auditing.

1. **P2Ps.** You may send one-time transfers to PB&T Bank customers or a depositor of another financial institution using the P2P. Notice of receipt is given to the Recipient when you provide the Recipient's email address or mobile phone number. You may originate a transfer by use of the Mobile App.
2. **Your Authorization.**
 - a. You hereby represent and warrant to PB&T Bank that you own each eligible account that will be used in the P2P and have full right and authority to all the funds on deposit therein. In addition, you authorize PB&T Bank to execute and charge your account(s) for any and all transfer requests, including any related fees, subject to any applicable limits as to dollar amount and time to complete transfers, when your transfer requests are made in accordance with the procedures established by PB&T Bank.
 - b. You hereby represent and warrant that you are the owner of or have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages regarding the P2P.
 - c. You understand and acknowledge that PB&T Bank has no obligation to execute any request for a transfer using the Service that is not initiated in accordance with the Security Procedures set forth in this Agreement.
 - d. You are at least eighteen (18) years of age or older and have a debit card issued by PB&T Bank.
 - e. By using the P2P, you authorize the sending of an email or text message instructing the Recipient how to receive the funds that you are sending. You further authorize any Recipient of this message to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.
 - f. If the receiving financial institution contacts PB&T Bank or the Service Provider for information regarding your Account, you authorize us to discuss the transfer and the Account information you have provided.
 - g. In connection with any request to transfer funds using the P2P, you authorize PB&T Bank to act on your behalf, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to originate deposits into or withdrawals from your Accounts, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting such funds transfers, verifying the content and authenticity of any P2P transfer instruction, complying with all applicable security procedures applicable to such transfers, as fully to all intents and purposes as you might or could in person. In the event you wish to withdraw your authorization and prohibit all future transfers within P2P, please cancel your debit card and cease use of P2P.
 - h. You understand and agree that at all times your relationship with the financial institution (other than the Bank) that maintains an account to which you are requesting a transfer or from which a transfer to you is being requested is independent of PB&T Bank and your use of the P2P. You shall not hold PB&T Bank responsible for any acts or omissions by the financial institution maintaining such an account, including without limitation any modification, interruption or discontinuance of it. **YOU ACKNOWLEDGE AND AGREE THAT WHEN PB&T BANK ORIGINATES A REQUEST FOR A TRANSFER USING THE SERVICE, PB&T BANK IS ACTING AS YOUR AGENT. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS PB&T BANK AND OUR THIRD PARTY SERVICE PROVIDERS AS YOUR AGENT UNDER THIS LIMITED POWER OF ATTORNEY AS MORE FULLY DESCRIBED BELOW.**

3. Information You Provide

- a. PB&T Bank is not responsible for confirming the information that you provide to PB&T Bank to complete transfer requests using the P2P. It is up to you to include correct information regarding a Recipient, including, but not limited to: (i) the Recipient's name, (ii) the Recipient's mobile telephone number, (iii) the Recipient's email address, and/or (iv) other information that you input into the P2P to initiate or confirm a transfer. We are not responsible if you provide incorrect identifying information. PB&T Bank and any recipient financial institution are entitled to rely upon the information that you provide when initiating a transfer.
- b. You acknowledge and agree that transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. You must accurately enter the Recipient's email address or mobile phone number since your obligation to pay for the transfer will not be excused by an error in the information you enter.
- c. We have no obligation to investigate the accuracy of the information that you provide or investigate any reports of mismatches in the information that you have provided. Your funds may not reach the intended Recipient because of errors made by you or the Recipient and you could lose all the funds. The funds that are credited to the account cannot be recalled by us. If you suspect that you have entered information incorrectly, call us immediately and we may be able to cancel the transfer. We have no obligation to cancel the transfer or reimburse funds that were transferred according to your instructions. Furthermore, we may reject any transfer request and may terminate your use of the P2P for any reason including attempting insufficient funds transfers.
- d. You agree that PB&T Bank will initiate a request from you to send money using the P2P only after you access your account(s) through the Mobile App. To use this service, you must sign in using the Security Procedures set forth in this Agreement. You further agree to provide any additional information that may be assigned to or selected by you, that is required in connection with a request to transfer funds using the P2P. PB&T Bank shall not be liable for any delay in processing your transfer request if you fail to comply with such security procedures (or any others that may be established by PB&T Bank from time to time). You acknowledge and agree that PB&T Bank has developed commercially reasonable security procedures for the P2P and you understand that the security procedures are designed to authenticate your identity before accepting a request for a transfer and not to detect errors in the content of your instruction.

4. Processing Your Transfers.

- a. You may make one-time transfers by entering your debit card number and email address into the P2P. You must provide the Recipient's email address or mobile phone number, and the P2P will use this information to notify the Recipient. A Recipient must accept the transfer within ten (10) days, or the transfer will be cancelled and reversed. During this period, funds will be removed from your Account for the amount of the transfer and any applicable fee. Once the Recipient has successfully accepted the transfer, funds will be sent to the Recipient's financial institution for deposit to the Recipient's account. Transfers will be immediately debited from your Account and will be delivered to the Recipient's financial institution once claimed. PB&T Bank is not responsible for any failure of another financial institution to timely credit its customer's account.
- b. Transfer instructions relating to external accounts and the transmission and issuance of data related to such transfer instructions shall be received pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association ("NACHA") and the

applicable automated clearing house, as well any EFT network or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). The parties agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an account will be provisional until PB&T Bank or the third party financial institution, which holds the account, has finally settled such credit.

- c. It your responsibility to provide accurate information. You agree that you are authorized to withdraw funds from the Accounts whose numbers you provide or into the Accounts associated with the card number you provide. You authorize PB&T Bank, directly or indirectly through third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address, ordering a credit report, and verifying your information against third party databases or through other sources.
5. **Timing of Transfers.** Transfers to remove funds from your Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the email and when their financial institution posts the transfer. The posting of the transfer is dependent of the business day of that institution.
 6. **Limitations on Transactions.** You may transfer up to \$400 per transaction or \$700 per day. We may modify the amount and frequency of transfers at any time for security reasons or due to account activity.
 7. **Fees for P2P.**
 - a. You are responsible for paying any fees associated with your use of the P2P. You authorize PB&T Bank to deduct and charge such fees against any and all of your Accounts at PB&T Bank. The fees, if any, will be set forth in PB&T Bank's fee schedule <https://pbandt.bank/fees.pdf>.
 - b. Funds may be transferred from the Account from which the debit card is authorized to transfer funds. Such transfers may overdraft your account and may result in a transfer from another Account to cover the overdraft. In any of these situations, a transfer fee will be charged, as applicable. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.
 - c. Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and types of transfers allowed. Your financial institution may also charge a transaction fee.
 8. **Failure to Complete Transactions.**
 - a. When you request a transfer from your Account using the Service, the transfer may not be completed for various reasons. Such reasons may include, but are not limited to, errors made by you or the Recipient in entering information, inaccurate account or card number information, delays in posting by the receiving institution, acts of God, and network and/or NACHA interruptions. If we believe that the transfer may be illegal, we may decline or reverse the transfer. The receiving institution may choose not to post the transfer or to delay posting the transfer. Neither PB&T Bank nor the Service Provider is responsible to for any delays in the transfer or funds or the posting of funds to the Recipient's account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you are encouraged to pursue dispute resolution with the receiving financial institution.

- b. Financial institutions have rules and regulations that govern their accounts. Some of these resolutions may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of transfers are allowed for the Account that you specify. We are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the transfer to the Account.
 - c. PB&T Bank reserves the right to reject your transfer request. PB&T Bank may reject your request if the dollar value of one or more of your transfer requests exceed any of the transfer limits (as more fully described above), if you have non-sufficient funds in your enrolled account for the amount of the P2P transfer, plus any applicable fee, if your request is incomplete or unclear, if we identify a security risk related to a requested transfer or if PB&T Bank is unable to fulfill your request for any other reason. You understand and agree that if PB&T Bank rejects a request for a transfer for one or more of the reasons set forth above, you will be informed of the rejection during your online/mobile session or by email as soon thereafter as PB&T Bank has determined to reject the request, subject to a reasonable period of time to make such notification.
9. **Delays and Failure to Complete Transfers.** You agree that PB&T Bank shall not be responsible for any delay, failure to execute, or mis-execution of your funds transfer request due to circumstances beyond the Bank's reasonable control, including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request to PB&T Bank or execution of such request by PB&T Bank, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank. **PB&T BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE FAILURE OF ANY INTERMEDIARY BANK OR THE RECIPIENT'S BANK TO CREDIT THE RECIPIENT WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME.**
10. **Unauthorized Transfers.** You should immediately notify us by calling Customer Service or visiting a branch location if you believe that any information regarding your Accounts, including your username, password, or other security procedures have been compromised, disclosed, or found out by other people. You should immediately report any unauthorized transfers to the Bank. You may notify us by calling 888-728-3550 or by visiting a branch location. If you are unable to telephone us, you may write us at: PB&T Bank, 301 West 5th Street, Pueblo, CO 81003. Further information on notifying us about unauthorized transactions is available in your Other Agreements or by contacting any PB&T Bank banker. Your liability, if any, for any unauthorized transfers will be set forth in the Other Agreements addressing your liability for unauthorized electronic transfers.
11. **Cookies, Browser Information, and Related Issues.** Your use of the P2Ps shall be governed by PB&T Bank's Website Terms of Use and PB&T Bank's Privacy Policy <https://pbandt.bank/privacynotice.pdf>. This Section sets out the Service Provider's rights and obligations with respect to the P2P.
- a. When you visit the Website, the Service Provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the Website and to improve the Security of the Website and the P2P by assisting in "authenticating" who you are when you access the Website or the P2P.
 - b. The Service Provider may also receive additional information about your visit to the Website, including the pages you view, the links you click and other actions you take in connection with the Website and the P2P. This data may be used, among other uses, to improve the operation of the Website and the P2P.

- c. You may encounter the Service Provider's cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.
12. **Effect of Termination.** Once you close your Accounts with PB&T Bank or you no longer have a debit card, you may no longer send transfers. However, your Account information will be maintained for a retention period to accommodate any residual issues that may arise.
13. **Limitations of Warranties. THE WEBSITE, P2P, AND RELATED DOCUMENTATION ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO ANY PART OF THE P2P AND THE OPERATION OF THE WEBSITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.**

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF PB&T BANK AND ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE P2P AND THE PORTIONS OF THE WEBSITE AND MOBILE APP THROUGH WHICH THE P2P IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED, OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION, OR FAILURE IN THE PROVISION OF THE P2P, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, OR ANY OTHER REASON.

14. **Indemnification and Limitations on Liability for the P2P.**

- a. In consideration of the agreement by PB&T Bank to act upon your request to make the P2P available to you in the manner provided in this Agreement, you agree to indemnify, defend, and hold harmless PB&T Bank and its directors, officers, employees, third party service providers, and agents free and harmless from any and all losses or damages, including attorneys' fees, lost profits, and indirect or special damages, including, but not limited to, those relating to bank secrecy or financial privacy laws or regulations, that may arise, directly or indirectly, in whole or in part from PB&T Bank acting upon instructions or information from you in connection with this Agreement, including, but not limited to, the initiation and receipt of transfers and your authorization to send and receive emails and SMS text messages. This indemnity shall not be effective to relieve and indemnify PB&T Bank against its gross negligence, bad faith, or willful misconduct.
- b. **YOU AGREE THAT PB&T BANK AND ITS SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH EXECUTING YOUR TRANSFER REQUEST TO ANOTHER PERSON'S ACCOUNT AT SUCH FINANCIAL INSTITUTION OR YOUR RECEIPT OF FUNDS FROM SUCH FINANCIAL INSTITUTION; (2) ANY CHARGES IMPOSED BY ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH SERVICE TRANSACTIONS; AND (3) ANY TRANSFER LIMITATIONS SET BY ANOTHER FINANCIAL INSTITUTION HOLDING AN ACCOUNT INTO WHICH YOU HAVE REQUESTED A TRANSFER OR FROM WHICH A TRANSFER TO YOUR ACCOUNT HAS BEEN REQUESTED. IN NO EVENT SHALL PB&T BANK BE RESPONSIBLE FOR ANY INCIDENTAL OR**

CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH YOUR SERVICE TRANSFER REQUEST.

- c. **IN NO EVENT SHALL PB&T BANK OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE P2P CAUSED BY ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOOD WILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE P2P OR THE PORTION OF THE WEBSITE OR MOBILE APP THROUGH WHICH THE P2P IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLE FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.**
- d. **IN NO EVENT SHALL PB&T BANK OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE P2P IS OFFERED OR THE PORTION OF THE WEBSITE OR MOBILE APP THROUGH WHICH THE P2P IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED WITH A COURT OF COMPETENT JURISDICTION WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.**

Online Bill Pay

You can make one-time or recurring payment to others from your account using PB&T Bank's bill payment service (the "Bill Pay Service"), subject to the terms and conditions of this Agreement. Bill payments can be accessed through the Online Banking Portal or the Mobile App. The payment amount for each bill payment transaction requested will be debited from your account immediately upon submission of the bill payment request.

- 1. **Bill Pay Service Generally.** The Bill Pay Service permits you to send funds to: (i) a person or entity to which you wish a payment to be directed or the entity from which you receive electronic bills (each person or entity, a "Payee"); (ii) to other persons with accounts outside of the PB&T Bank; and (iii) to your other accounts (persons described in (ii) and (iii), each a "Non-Biller Payee"). The Bill Pay Service includes the following types of transfers:
 - a. *Pay A Bill.* The Bill Pay Service allows you to send funds to a Payee to whom you wish a payment to be directed or to a Payee from which you receive electronic bills.
 - b. *GiftPay.* This function allows you to send funds, in the form of a check to a Non-Biller Payee.
 - c. *Transfers to Your Accounts at Other Financial Institutions.* The Bill Pay Service will allow you to transfer funds to your accounts at another financial institution after you have verified your ownership of that account.
 - d. *Transfers to Your Accounts at PB&T Bank.* You can use the Bill Pay Service to transfer funds to your accounts at PB&T Bank.
 - e. *Charitable Donations.* You can use the Bill Pay Service to send funds to charitable organizations and receive confirmation of their tax exempt status for your records.
 - f. *Transfers to Individuals Outside of PB&T Bank.* The Bill Pay Service will allow you to transfer to these Non-Biller Payees through an ACH withdrawal from your account.

2. **Payment Scheduling.**

- a. To schedule a payment, you must select a date your payment will be debited (such date, the “Scheduled Payment Date”) for each Payee. This will determine the date for your Payee to receive the payment (the “Deliver By Date”). When scheduling such payments, you must select a Scheduled Payment Date that results in a “Deliver By Date” which is no later than the date reflected on your Payee statement for which the payment is due (the “Due Date”) unless the Due Date falls on a nonbusiness day. If the actual Due Date falls on a non-business day, you must select a Scheduled Payment Date that results in a Due Date which is at least two (2) business days before the actual Due Date. All Deliver by Dates must be prior to any late date or grace period permitted by the Payee.
 - b. The necessary funds must be available in the checking account from which bill payments will be debited (your “Payment Account”) on the Scheduled Payment Date.
 - c. The earliest possible Deliver By Date for each Payee (typically four business days from the current date if the Payee is capable of receiving the payment electronically or up to ten business days if the Payee is not capable of receiving the payment electronically) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Deliver By Date less than the earliest possible Deliver By Date designated for each Payee. If the Payee permits, for a fee we may also offer a rush payment option (typically one to three business days) which may be paid via check or electronic payment, if supported by Payee.
 - d. You may choose to schedule payments to recur in the same amount at regular weekly, every other week, every four weeks, monthly, twice monthly, semi-monthly, every three months, every six months, or annual intervals. When you create a new Payee in the Bill Pay Service, it may take two (2) business days to set up the Payee to receive payments. You should schedule a payment to a new Payee at least fourteen (14) business days before any payment Due Date, to allow the Bill Pay Service time to set up the Payee and verify information about your account with the Payee.
 - e. For all subsequent payments, you agree to allow at least four (4) to fourteen (14) business days between the Scheduled Payment Date and the payment Due Date.
 - f. If the mobile banking or online banking session during which you schedule a payment or transfer ends by 2:00 p.m. Mountain Time on a business day, the Service will be considered to have received it on that day. Otherwise, it will be considered received on the following business day.
3. **Prohibited Transactions.** You agree not to use or attempt to use the Bill Pay Service: (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a “money service business” as defined in Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that Bank has no obligation to monitor your use of the Bill Pay Service for transactions and activity that are impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement. **PAYMENTS TO PAYEES AND NON-BILLER PAYEES OUTSIDE OF THE UNITED STATES OR ITS TERRITORIES ARE PROHIBITED THROUGH THE SERVICE.**

4. **Payment Authorization and Payment Remittance.**

- a. By providing the Bill Pay Service with names, contact information, and/or account information of Payees and Non-Biller Payees to whom you wish to direct payments, you authorize the Bill Pay Service to follow the information provided by you to the Bill Pay Service for a payment to be made to a Payee or Non-Biller Payee (such as, but not limited to, Payee/Non-Biller Payee Name, Payee/Non-Biller Payee contact information, Payee/Non-Biller Payee account number, and Scheduled Payment Date) (such information, "Payment Instructions") that it receives through the payment system. In order to process payments more efficiently and effectively, the Bill Pay Service may edit or alter payment data or data formats in accordance with Payee/Non-Biller Payee directives.
- b. When any payment or other online service generates items to be charged to your Payment Account, you agree that the Service may debit your Payment Account without requiring your signature on the item and without prior notice to you.
- c. When the Service receives a Payment Instruction, you authorize the Bill Pay Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Deliver By Date.
- d. You also authorize the Bill Pay Service to credit your Payment Account for payments returned to the Service by the United States Postal Service, Payee or Non-Biller Payee, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.
- e. The Bill Pay Service will use its best efforts to make all your payments properly. However, the Bill Pay Service shall incur no liability if the Bill Pay Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:
 - i. If your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
 - ii. The payment processing center is not working properly and you know or have been advised by the Bill Pay Service about the malfunction before you execute the transaction;
 - iii. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, email address, or account information for the Payee; and/or,
 - iv. Circumstances beyond control of the Bill Pay Service's (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable and you have a consumer Account, if the Bill Pay Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Bill Pay Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

Provided none of the foregoing exceptions are applicable, and you have a business Account, liability of the Bill Pay Service and PB&T Bank will be set forth in Section 4, below.

5. Additional Provisions Applicable Only to Business Accounts (other than Sole Proprietorships).

- a. **Protecting Your Login Credentials.** You agree that we may send notices and other communications to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: (i) keep your user Login Credentials secure and strictly confidential; (ii) instruct each person to whom you have authorized to have Login Credentials that he or she is not to disclose it to any unauthorized person; (iii) immediately notify us and select new Login Credentials if you believe your user login credentials have become known to an unauthorized person.
 - b. **The Bank will have no liability to you for any unauthorized payment or transfer made using your user Login Credentials before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.** We may suspend or cancel your Login Credentials without receiving such notice from you if we suspect that your user Login Credentials are being used in an unauthorized or fraudulent manner. PB&T Bank will have no liability for such suspension or cancellation.
 - c. **Acknowledgement of Commercially Reasonable Security Procedures.** By using Online Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).
 - d. **Limitations of Bank's Liability.** If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed sixty (60) days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where PB&T Bank is headquartered for each day interest is due, computed on the basis of a 360-day year. **Unless otherwise required by law, in no event will the Bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.**
6. **Payment Methods.** The Bill Pay Service reserves the right to select the method in which to remit funds on your behalf to your Payee or Non-Biller Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.
 7. **Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Bill Pay Service. There is no charge for canceling or editing a Scheduled Payment. Once the Bill Pay Service has begun processing a payment it cannot be canceled or edited, therefore a stop payment request must be submitted.

8. **Stop Payment Requests.** The Bill Pay Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Bill Pay Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact PB&T Bank at 888-728-3550. Although the Service will make every effort to accommodate your request, the Bill Pay Service will have no liability for failing to do so. The Bill Pay Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable Fee Schedule <https://pbandt.bank/fees.pdf>.
9. **Exception Payments.** Tax payments and court ordered payments may be scheduled through the Bill Pay Service, however such payments are discouraged and *will be scheduled at your own risk*. In no event shall the Bill Pay Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Pay Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Bill Pay Service.
10. **Bill Delivery and Presentment.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Pay Service's electronic bill options, you also agree to the following:
 - a. *Information Provided to the Payee.* The Bill Pay Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Bill Pay Service may, at the request of the Payee, provide to the Payee your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about bill information.
 - b. *Activation.* Upon activation of the electronic bill feature the Bill Pay Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your Accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.
 - c. *Authorization to Obtain Bill Data.* Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your user name and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.
 - d. *Notification.* The Bill Pay Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, the Bill Pay Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

- e. *Cancellation of Electronic Bill Notification.* The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Bill Pay Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Bill Pay Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
 - f. *Non-Delivery of Electronic Bill(s).* You agree to hold the Bill Pay Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
 - g. *Accuracy and Dispute of Electronic Bill.* The Bill Pay Service is not responsible for the accuracy of your electronic bill(s). The Bill Pay Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.
 - h. *Liability to Payees.* This Agreement does not alter your liability or obligations that currently exist between you and your Payees.
11. **EXCLUSION OF WARRANTIES. THE BILLPAY SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
12. **Disclosure of Account Information to Third Parties.** It is our general policy to treat your account information as confidential. However, we and/or the Bill Pay Service will disclose information to third parties about your account or the transactions you make ONLY in the following situations:
- i. Where it is necessary for completing transactions;
 - j. Where it is necessary for activating additional services;
 - k. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
 - l. To a consumer reporting agency for research purposes only;
 - m. In order to comply with a governmental agency or court orders; or
 - n. If you give us your written permission.
13. **Service Fees and Additional Charges.** Any applicable fees will be charged regardless of whether the Bill Pay Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. All such fees are detailed on our Fee Schedule <https://pbandt.bank/fees.pdf>. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit Accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.
14. **Failed or Returned Transactions.** In using the Bill Pay Service, you are requesting the Bill Pay Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Bill Pay Service. In such case, you agree that:

- o. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
 - p. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
 - q. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
 - r. The Service is authorized to report the facts concerning the return to any credit reporting agency.
- 15. **Address or Banking Changes.** It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Bill Pay Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.
- 16. **Payee/Non-Biller Payee Limitation.** The Bill Pay Service reserves the right to refuse to pay any Payee or Non-Biller Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee or Non-Biller Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.
- 17. **Returned Payments.** In using the Bill Pay Service, you understand that Payees/Non-Biller Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's/Non-Biller Payee's forwarding address expired; Payee/Non-Biller Payee account number is not valid; Payee/Non-Biller Payee is unable to locate account; or Payee/Non-Biller Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee/Non-Biller Payee, or void the payment and credit your Payment Account. You may receive communication from the Bill Pay Service.
- 18. **Information Authorization.** Your enrollment in the Bill Pay Service may not be fulfilled if the Bill Pay Service cannot verify your identity or other necessary information. If your account was added online the Service may issue offsetting debits and credits to your accounts used for external transfers within the Bill Pay Service, and require confirmation of such from you in order to verify ownership of your Payment Account(s). You agree that the Bill Pay Service reserves the right to obtain financial information regarding your account from a Payee or PB&T Bank (for example, to resolve payment posting problems or for verification).
- 19. **Linked Accounts.** All Accounts with PB&T Bank that you enroll in the Bill Pay Service will be linked by the tax identification numbers of the persons authorized to access the account(s). The linked Accounts will appear together without regard to the ownership of the Accounts. For example, if any authorized user of a linked account accesses the Bill Pay Service, that authorized user will be able to use and access at a single time, the following Accounts: (a) the Accounts of the business(es) for which that person is an authorized user; (b) the Accounts of any other business(es) for which that person is an authorized user; and (c) any consumer Accounts for which the person is an owner, co-owner, or authorized signer.
- 20. **Term and Termination.** Your Bill Pay Service will become effective on the date that you enroll an account for the use of the Service and shall remain in full force and effect until termination in accordance with the following provisions:
 - a. *Termination for Cause:* The Bill Pay Service or Bank may immediately terminate your use of the Service without notice under the following conditions: (a) You do not pay any fee required by any agreement you have with PB&T Bank or the Bill Pay Service, (b) You do not comply with this Agreement or other agreements governing your Accounts, (c) Your Accounts are not maintained in good standing, or (d) your account is inactive for a period of 120 days.

- b. *Termination for Convenience*: To terminate the Bill Pay Service, you must notify PB&T Bank and provide your name, address, the Accounts, the Bill Pay Service(s) you are discontinuing, and the termination date of the Bill Pay Service(s). When Bill Pay is terminated, any prescheduled bill payment will also be terminated. Your final charge for the Bill Pay Service(s) will be assessed at the end of your statement cycle for each account. PB&T Bank and the Bill Pay Service shall be given a minimum of three (3) Business Days to effect the termination. During that time, you will remain responsible for any pending Bill Pay instructions of record with the Bill Pay Service. You may terminate the Bill Pay Service(s) by:

Calling: 888-728-3550

Writing to us at: PB&T Bank, 301 West 5th Street, Pueblo, CO, 81003

21. **Availability of the Bill Pay Service.** Access to the Bill Pay Service is generally available 24 hours a day, 7 days a week, except during maintenance periods and during periods when access to the Bill Pay Service is temporarily interrupted as a result of power outages, equipment and/or software malfunctions or failures. Bank will not be liable under this Agreement for failure to provide access. Subject to applicable law, we reserve the right to modify, suspend, or terminate access to all or any part of the Bill Pay Service at any time and for any reason without notice or refund of previously incurred fees. We will attempt to notify you by posting a notice on our website in the event of any technical difficulties or other occurrence that may impede access to the Bill Pay Services for a prolonged period of time.
22. **Third Party Software, Tools, and Services.** PB&T Bank is providing you with the means to access the third party Service under this Agreement (the "Third Party Software"). Such Third Party Software may be located at a site owned or controlled by such third parties. Except as provided by applicable law, You agree that protecting your personal information other than in PB&T Bank's internal systems is solely your responsibility and not the responsibility of the Bank, that PB&T Bank is under no obligation to provide you with any such Third Party Software, and that in providing or arranging for access to the Third Party Software, PB&T Bank is not assuming any responsibility or liability whatsoever, nor is PB&T Bank suggesting or offering or creating any security procedures.
23. **DISCLAIMER OF WARRANTIES BY PB&T BANK. YOU ACKNOWLEDGE AND AGREE THAT ANY THIRD PARTY SOFTWARE MADE AVAILABLE TO YOU THROUGH THE BANK, AND ANY RELATED UPDATES OR UPGRADES, ARE MADE AVAILABLE TO YOU THROUGH PB&T BANK ON AN "AS IS" AND "AS AVAILABLE" BASIS. PB&T BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE THIRD PARTY SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, OR FREEDOM FROM INFRINGEMENT OR MALICIOUS SOFTWARE OR CODE, COMPUTER VIRUS OR WORM, OR OTHER DISABLING ROUTINE, AND PB&T BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PB&T BANK DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT THE THIRD PARTY SOFTWARE WILL OPERATE ON AN UNINTERRUPTED OR ERROR-FREE BASIS. PB&T BANK SHALL NOT HAVE ANY LIABILITY TO YOU OF ANY KIND ARISING OUT OF YOUR SELECTION OR USE OR NON-USE OF THE THIRD PARTY SOFTWARE OR ANY OTHER ALTERNATIVE PRODUCTS OR SERVICES, AND IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY DAMAGES AGAINST PB&T BANK OF ANY KIND ARISING OUT OF YOUR SELECTION OR USE OR NON-USE OF THE THIRD PARTY SOFTWARE OR ANY OTHER ALTERNATIVE PRODUCTS OR SERVICES, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED PB&T BANK OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THE FOREGOING IS INTENDED TO ALTER ANY RIGHT OR REMEDY YOU MAY BE ENTITLED TO PURSUANT TO ANY WRITTEN AGREEMENT BETWEEN YOU AND THE APPLICABLE THIRD PARTY VENDOR OF ANY APPLICABLE THIRD PARTY TOOL.**

THE FOREGOING TERMS OF THIS AGREEMENT SHALL CONSTITUTE THE SERVICE PROVIDERS AND PB&T BANK'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE PROVIDER OR PB&T BANK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

E-Statements

Within Online Banking, you may choose to utilize electronic statements ("E-Statements"). If you select E-Statements in lieu of paper statements, your use of E-Statements and your receipt of Communications will be governed by the terms of this Agreement. "Communication" means the online banking services provided by us and any other online product or Service offered through our website in which you have enrolled, that is not otherwise governed by an electronic disclosure and consent. If any Account has multiple owners and/or authorized signers, your consent to this Agreement constitutes the consent of all joint account holders and authorized signers. A Communication to any account owner or authorized signer will be treated as a Communication to all.

1. **Which Communications are Covered?** We will provide the following Communications to you in electronic form: (a) all periodic statements in connection with the eligible Accounts that you have selected; (b) all legal or regulatory notices, disclosures, canceled checks, and other information that would have been contained in or accompany your periodic statement, including information we are required by law or regulation to provide you in writing, such as pricing information and privacy notices; and (c) any other information about your eligible Accounts, including all notices or disclosures about a change in the terms of your eligible Accounts. You may view eligible Accounts by clicking on the "Documents" tab in the Online Service. If your Account entitles you to receive paper copies or images of canceled checks, these services will be provided in electronic form through the Online Service. If your Account does not entitle you to receive paper copies or images of canceled checks, these services will not be provided through the Online Service.
2. **Delivery of Communications and Requirements to Promptly Review.** You agree and consent to receive E-Statements through the mechanism you used to enroll in the E-Statements service (for example, if you enrolled through Mobile Banking, you consent to receiving E-Statements through Mobile Banking). Additionally, we may deliver the Communications to you by any of the following methods: (a) by posting a notice and making the information available to you through the Online Service; (b) by sending the information to an email address you have provided to us; (c) to a wireless device you have designated; (d) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose; or (e) any other electronic means we have mutually agreed upon. Delivery of electronic Communications by any of these methods will be considered "in writing" and you intend that the electronic Communications have the same legal effect as written and signed paper communications.
3. **Your Prompt Review of E-Statements.** You will be notified by email that your E-Statement is available to view in the Online Service. **Your receipt of E-Statements does not in any way alter your obligation to promptly review your E-Statements as set forth in your Account(s) Agreement(s). You must promptly access and review your E-Statements and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or other irregularity.** If you allow someone else to access your E-Statement, you are still fully responsible for reviewing the E-Statement for any errors, unauthorized transactions, or other irregularities. All provisions as set forth in the applicable deposit account disclosure/agreement(s), terms and conditions, and loan agreements shall continue to apply.
4. **Withdrawal of Your Consent.** You may withdraw your consent to receive electronic Communications by calling us at 888-728-3550 or visiting a PB&T Bank branch. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process

your withdrawal, which shall not be less than ten (10) business days, days on which we are open and conducting business for customers. We may treat an invalid email address as a withdrawal of your consent to receive electronic Communications. If you withdraw your consent to receive electronic Communications, we may terminate your access to or use of the Online Banking Services.

5. **Obtaining Paper Copies.** You may obtain paper copies of electronic Communications by printing them with the Online Service or calling 888-728-3550. We may charge you a reasonable charge, of which we have provided you prior notice, for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization.
6. **Requirements to Use the Online Service.** The minimum hardware and software requirements to access and retain the electronic Communications are: (a) a personal computer or other device with operating system and telecommunications connections to the internet, capable of receiving, accessing, displaying, and either printing or storing electronic Communications; (b) a browser with 128-bit encryption; (c) sufficient electronic storage capacity on your computer's hard drive or other data store unit; (d) software that enables you to view files in the Portable Document Format ("PDF," Adobe Acrobat Reader® files (this program is available for downloading at <http://www.adobe.com/products>)); (e) a valid email address where you can receive emails with attached or linked PDF documents; and (f) any and all other hardware or software requirements set forth in this Agreement.
7. **Risks of Email.** Certain risks are associated with the transmission of Communications through the Internet, including, but not limited to, unauthorized access, systems outages, delays, disruptions in telecommunications services and the Internet. Email is not private or secure. The Communications sent to you by email are an unencrypted, automatic Alert. Although these Communications are not intended to contain personally identifiable confidential financial information, they may contain part or all of your name or other identifier, which could be seen or intercepted by others if delivered to your business address or other computers or electronic devices not exclusively under your control. Do not respond to the Communications by return email, or use it to request information, service, paper copies or other items or to revoke consent. We will not be able to act upon requests made in that manner.
8. **Changes to Your Mailing or Email Address.** You agree to notify us immediately of any change in your mailing address or email address. To notify us of your email address change, contact us by phone or through the Online Service. It is your responsibility to notify us in writing of changes to your mailing address for U.S. Mail delivery of other account documentation, including, but not limited to, all year-end tax reporting documents.
9. **Electronic Signature Agreement and Security.** You agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action or to otherwise provide us instructions while using the Online Service or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions, constitutes your signature, acceptance and agreement as if actually signed in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and us. You agree and acknowledge that you will keep your PIN and other security codes and identification data used to access the Online Service confidential, and you will immediately notify us should you believe that any security device, PIN, or code has been lost, stolen, or that an unauthorized person has electronically accessed your Accounts.

Mobile Deposit

This Mobile Deposit Agreement (this "Mobile Deposit Agreement") between you and PB&T Bank governs your use of the mobile deposit services ("Mobile Deposit Services") offered through the Mobile App. PB&T Bank offers the

Mobile Deposit Services under this Mobile Deposit Agreement in association with one or more deposit accounts maintained by you with PB&T Bank. The Mobile Deposit Service provides you the ability to access and make deposits to your designated accounts using a mobile device with a camera (referred to herein as a "Capture Device," as further defined below). The Mobile Deposit Service enables you to use a compatible Capture Device to scan an image of original paper checks ("Original Checks") that are drawn on or payable through United States financial institutions (each a "Check Image") and to electronically submit the Check Image and associated deposit information to PB&T Bank from your home or other remote locations using the Mobile Deposit Services for deposit into a designated account for collection thereafter by the Bank. As used in this Mobile Deposit Agreement, a "Capture Device" means any device acceptable to us that provides for the capture of Check Images and for transmission through the clearing process.

1. **For Help or Questions.** For help at any time, call 888-728-3550.
2. **The Mobile Deposit Services.** The Mobile Deposit Service allows you to make deposits to your accounts with us using your camera enabled Capture Device capable of capturing check images and information, and electronically delivering the images and associated information to us or our designated processor. The Capture Device must capture an image of the front and back of each check to be deposited, including the magnetic ink character recognition ("MICR") line on each check, and such other information as required by this Addendum or applicable law. Such other information includes, but is not limited to, certain technical information such as your IP Address, Device identifier, and may also include your longitude and latitude at the time the image is transferred to us.
3. **Requirements to Use the Mobile Deposit Service.** Your use of the Mobile Deposit Services is subject to the following requirements:
 - a. To access the Mobile Deposit Service, you must have or acquire and maintain a compatible Capture Device and a wireless plan from a compatible wireless carrier. You must also use Mobile App. You are responsible for all costs of operating the Capture Device, including without limitation all cellular and internet service charges. The Mobile App will automatically push any updates or patches for the Mobile Deposit Service. You are responsible for updating the Mobile App when prompted to do so. You agree to implement and maintain internal security controls to protect the Capture Device and any confidential information thereon. You shall be solely responsible for protecting against unauthorized access to the Capture Device and from all losses and damages arising from any unauthorized access to the Capture Device. If you suspect your Capture Device has been lost or stolen, you must notify PB&T Bank immediately by calling 888-728-3550.
 - b. As discussed in greater detail below, you may scan and submit Check Images for deposit to PB&T Bank within the dollar limits ("Deposit Limits") established by PB&T Bank. The current daily dollar limit is \$2,500. PB&T Bank reserves the right to limit the frequency and dollar amount of deposits submitted through the Mobile Deposit Service. If you exceed the Deposit Limits, PB&T Bank may in its sole discretion accept or refuse the Check Image deposit. If at any time PB&T Bank accepts a Check Image deposit that exceeds the Deposit Limits, PB&T Bank will have no obligation to do so in the future. PB&T Bank may at any time at its sole discretion raise or lower Deposit Limits.
 - c. By requesting access to the Mobile Deposit Service, you authorize PB&T Bank to provide you with access to all of the consumer accounts you designate to participate in the Mobile Deposit Service.
4. **Checks Deposited.** You agree that you will use the Mobile Deposit Service to scan only Original Checks payable to and properly endorsed by you, drawn on financial institutions in the United States with a valid ABA/Routing Number, denominated in U.S. Dollars, and intended for deposit by you to your designated

account with PB&T Bank. All other items may be deposited by alternate methods such as in person or by mail including a completed account deposit slip. You agree that you will not use the Mobile Deposit Service to scan and deposit any checks or other items as shown below, which shall be considered ineligible items (each a "Prohibited Check"):

- a. Check Images items payable to any person or entity other than you;
- b. Check Images of items drawn on banks located outside the United States;
- c. Check Images of items not payable in United States currency;
- d. Check Images that are illegible or otherwise do not meet the image quality requirements set forth below;
- e. Check Images that contain an alteration to any of the fields 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 or item is drawn;
- f. Images of checks previously converted to Substitute Checks (as defined by The Check Clearing for the 21st Century Act and its regulations ("Check 21"));
- g. Check Images with unreadable magnetic ink character recognition ("MICR") information;
- h. Checks issued by the United States Treasury (e.g., tax refund checks) or issued by the federal or state government (e.g., benefits checks);
- i. Checks are not dated more than six (6) months prior to the date of transmission (e.g., a stale check);
- j. U.S. Postal Money Orders;
- k. U.S. Savings Bonds;
- l. Traveler's Cheques;
- m. Money Orders;
- n. Convenience checks or checks drawn on a line of credit; and
- o. Checks that are not acceptable for deposit into the account as provided in the Terms and Conditions for the account.

You understand that PB&T Bank is not obligated to accept for deposit any Check Image that PB&T Bank in its sole discretion determines to be ineligible for the Mobile Deposit Service, and PB&T Bank is not liable to you for rejecting any check or image transmitted by you. PB&T Bank further reserves the right to charge back to your account at any time, any item that we subsequently determine was ineligible. You agree that PB&T Bank is not liable for any loss, costs, or fees that you may incur as a result of our chargeback of an ineligible item. If you deposit any Check Image that is ineligible for the mobile deposit capture, you agree to indemnify, defend, hold harmless, and reimburse PB&T Bank and its directors, officers, employees, third party service providers, and agents free and harmless from any and all losses or damages, including attorneys' fees, lost profits, and indirect or special damages, including, but not limited to, those relating to bank secrecy or financial privacy laws or regulations, that may arise, directly or indirectly, in whole or in part from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) PB&T Bank or our third party service providers may incur associated with any warranty, indemnity or other claim related thereto.

5. **Grant of Security Interest.** If you deposit a Prohibited Check, you agree to indemnify and reimburse PB&T Bank for and hold PB&T Bank harmless from and against, any and all losses, costs, and expenses (including reasonable attorneys' fees) PB&T Bank may incur associated with any warranty, indemnity, or other claim related thereto. Furthermore, if, after first having obtained PB&T Bank's written consent to do so, you provide PB&T Bank with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify PB&T Bank for, and hold PB&T Bank harmless from and against, any and all losses, costs, and expenses (including reasonable attorneys' fees) PB&T Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments. You grant PB&T Bank a security interest in all Accounts or other deposits, to secure your obligations to PB&T Bank under this Addendum. This security interest will survive termination of this Agreement, or the termination of this Addendum.

PB&T Bank may hold any funds on deposit with PB&T Bank by you after termination of the Services for up to fourteen (14) calendar days following the expiration of any return or chargeback rights regarding any Checks processed by Customer using the Service, or if later, until any other claims to such funds have expired.

6. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Mobile Deposit Service as follows: sign the back of your check with your name and add the words "For Mobile Deposit Only" or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Mobile Deposit Service as we may establish from time to time.
7. **Image Quality.** You are responsible for the image quality of the Check Image you transmit. Each Check Image must include the front and back of the check, and the following information must be readable: amount, payee name, drawer signature, date, check number, account number, routing and transfer number, MICR line, and any endorsement or other information written on the check. The quality of any Check Image must comply with the requirements established from time to time by American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. You acknowledge and agree that even if PB&T Bank does not identify a Check Image as ineligible, the Check Image may be returned to PB&T Bank because, among other reasons, the Check Image or any Substitute Check created from the Check Image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. PB&T Bank's failure to identify a Check Image you transmit to us as ineligible shall not preclude or limit your obligations. You authorize us to process any Check Image you send to us or convert a Check Image to a Substitute Check, as defined by Check 21.
8. **Keeping and Destroying Checks After Imaging.** Upon your receipt of a confirmation from us that we received an image you transmitted, you agree to retain the check for at least fourteen (14) calendar days from the date of the image transmission. After fourteen (14) days, you agree to destroy the check or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to us upon request. You are responsible if an Original Check is misused for any reason and its full destruction. You are responsible for the safekeeping of all Original Checks.
9. **Availability of Funds.** Generally, Check Image deposits received prior to 6:00 p.m., Mountain Time are processed on the business day of receipt. Any Check Image deposit received after this time or on Saturdays, Sundays, and holidays will be processed on the next business day. You agree that check images transmitted through the Mobile Deposit Service and the funds from deposits through the Mobile Deposit Service are not subject to the funds availability requirements of Regulation CC, 12 C.F.R. pt. 229. Deposits made through the Mobile Deposit Service are generally available for withdrawal three (3) business days after the date of deposit into your account. However, we reserve the right to delay availability based on such factors as the length and extent of your relationship with us, transaction and experience information, when we believe an item will not be paid, when you redeposit a check that has been returned unpaid, when you have overdrawn your account repeatedly in the last six (6) months, due to circumstances outside of our control such as an emergency or failure of computer or communications equipment, or such other factors as PB&T Bank, in its sole discretion, deems relevant. If a hold is applied to a deposit, the Bank will notify you via email and advise when the funds will be available. Any credit to your account is provisional and remains subject to final payment of the checks. You remain liable to PB&T Bank for any returns, dishonor, errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against PB&T Bank with respect to the items deposited.
10. **Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we can reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to this Mobile Deposit Agreement, and we will not be obligated to allow such a deposit at other times. If you attempt a

deposit over the limit, you will receive an error message on your Device and it will not take the deposit. You will always be notified if a specified item may be deposited at the time you attempt to scan and remotely deposit the item.

11. **Cooperation with Investigations.** You agree to cooperate with PB&T Bank in the investigation of unusual transactions, poor quality transmissions, and resolution of any claims, including providing, upon request and without further cost, any originals or copies of items deposited through the Mobile Deposit Capture service in your possession and your records relating to such items and transmissions.
12. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion and subject to the agreements governing each respective Account.
13. **Termination.** You may terminate the use of the Mobile Deposit Service without terminating your use of mobile banking. However, if you terminate this Agreement, you may not use the Mobile Deposit Service. You or PB&T Bank may terminate your use of the Mobile Deposit Service at any time and for any reason, although your representations, warranties, and obligations shall remain in full force and effect. This Mobile Deposit Agreement will remain applicable to any Checks or items that you have submitted prior to termination. Without limiting the foregoing, your use of the Mobile Deposit Service may be terminated if you breach any term of this Mobile Deposit Agreement, if you use the Mobile Deposit Service for any unauthorized or illegal purposes, or you use the Mobile Deposit Service in a manner inconsistent with the terms of any other agreements you may have with PB&T Bank.
14. **Fees.** A fee may be charged for using the Mobile Deposit Service. We may change that fee amount from time to time, but the current amount will be disclosed before you choose to submit your deposit transaction. You authorize us to deduct any such fees from any account in your name with us. You agree to receive such notifications within the Mobile Deposit Service.
15. **Contingency Plan.** You agree that, in the event you are not able to capture, balance, process, produce, or transmit an image of a Check to PB&T Bank, or otherwise comply with the terms hereof or of the procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will take the Checks to the closest office of PB&T Bank or the closest PB&T Bank ATM. The deposit of the Checks at an office of PB&T Bank or a PB&T Bank ATM shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Mobile Deposit Agreement.
16. **Representations and Warranties.** You represent, warrant, and covenant the following to PB&T Bank:
 - a. You shall not alter any Original Check or Check Image and shall review the Check Image to ensure that it accurately represents all of the information on the front and the back of the Original Check at the time you scanned the Check Image.
 - b. You agree that the image of any Original Check submitted to us is an "item" within the meaning of Article 4 of the Uniform Commercial Code. You further agree that no transaction made using the Mobile Deposit service is an "electronic fund transfer" as defined in the federal Electronic Funds Transfer Act and/or Regulation E.
 - c. You are a person authorized to enforce each Original Check or are authorized to obtain payment of each Original check on behalf of a person authorized to enforce the item.
 - d. Each Original Check bears all required and authorized endorsements and has not been altered.
 - e. You shall submit to PB&T Bank only Check Images that are suitable for processing, including, but not limited to, Check Images that are legible and contain machine-readable MICR data.

- f. You shall not submit to PB&T Bank for deposit using Mobile Deposit service any check that is payable jointly unless the check is being deposited into an account in the name of all payees on the check.
 - g. You will use the Mobile Deposit service for lawful purposes only and in compliance with all applicable rules and regulations and our instructions, rules, and specifications.
 - h. You shall destroy Original Checks as stated above.
 - i. You shall not submit to PB&T Bank or to any other person or entity for deposit or credit any Original Check if a Check Image of the Original Check has already been submitted and accepted for deposit into your account with PB&T Bank or which you previously submitted to and was accepted by any other person or entity for deposit.
 - j. You will not use the Mobile Deposit service to transmit or deposit any Original Check (i) payable to someone other than you; (ii) which you know or should have known to be fraudulent, altered, unauthorized, or missing a necessary endorsement; (iii) that is drawn on an institution located outside of the United States; or (iv) that is created by you purportedly on behalf of the maker, such as a remotely created check.
 - k. You shall not deposit into your account with PB&T Bank or any other deposit taking institution, or otherwise negotiate or transfer to anyone, any Original Check that you submitted as a Check Image deposit to PB&T Bank, unless following receipt of your submission, PB&T Bank notifies you that the Check Image is ineligible and not accepted for deposit or that the Check Image or any Substitute Check created from the Image is refused by the financial institution upon which it is drawn.
 - l. You shall use the Mobile Deposit Services only for your own use in accordance with the terms of this Mobile Deposit Agreement and all applicable laws and regulations. You shall not make the Mobile Deposit Services available or transfer your rights to use the Mobile Deposit Services for the benefit of any third party.
17. **Indemnity.** You agree to indemnify, defend, and hold harmless PB&T Bank and its directors, officers, employees, third party service providers, and agents free and harmless from any and all losses or damages, including attorneys' fees, lost profits, and indirect or special damages, including, but not limited to, those relating to bank secrecy or financial privacy laws or regulations, that may arise, directly or indirectly, in whole or in part from any claims, suits, or demands, of any nature or kind (including without limitation, those brought by third parties) with respect to: (i) any Check Image, Substitute Check, or Original Check processed through the Mobile Deposit Service; (ii) your destruction of the Original Check or any attempted re-presentation of an Original Check; (iii) your use of the Mobile Deposit Service; (iv) your breach of the representations and warranties set forth above or in any agreement with us; (v) your failure to comply with any applicable laws and regulations; (vi) any act or omission of the Bank that is in accordance with this Mobile Deposit Agreement or your instructions; or (vii) any actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of a Check Image to PB&T Bank.
18. **Return of Checks.** You are solely responsible for verifying that Checks that you deposit using the Mobile Deposit Service have been received and accepted for deposit by PB&T Bank. The Mobile App will inform you when the Check has been submitted through the Mobile Deposit Service and you will receive a "Deposit Confirmation" the funds will show in your Available Funds once the check has cleared or the funds have been deposited. PB&T Bank will provide you with any notice of rejected deposit or notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial

institution. You agree to accept such notices in accordance with your agreements with PB&T Bank, but we may choose any reasonable method for providing such notices to you. In the event that PB&T Bank credits your account for a Check that is subsequently dishonored and returned, you authorize PB&T Bank to debit the amount of such Check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with PB&T Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned. You understand and agree, that since the original Check is your property, it will not be returned and PB&T Bank may charge back an image of the Check or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check. You may not use the Service to deposit a substitute check and you may not deposit the original Check through the Service or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide you in connection with returned checks.

19. **Errors.** You agree to notify PB&T Bank of any suspected errors regarding items deposited through the Mobile Deposit Service right away, and in no event later than sixty (60) days after the applicable PB&T Bank account statement is sent. Unless you notify PB&T Bank within sixty (60) days, such statement regarding all deposits made through the Mobile Deposit Service shall be deemed correct, and you shall be precluded from bringing a claim against PB&T Bank for any such alleged error.
20. **Limitations of Services.** PB&T Bank's ability to provide the Mobile Deposit Service is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and PB&T Bank's response. PB&T Bank shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of the Mobile Deposit Service, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within PB&T Bank's control. In the event the Mobile Deposit Service is unavailable for any reason, items may be deposited by alternate methods such as in person or by mail including a completed account deposit slip. We reserve the right to change, suspend, or discontinue the Mobile Deposit Service, in whole or in part, or your use of the Mobile Deposit Service, in whole or in part, immediately and at any time without prior notice to you.
21. **Compliance with Law.** You agree to use the Mobile Deposit Service for lawful purposes and in compliance with all applicable laws, rules, and regulations. You are prohibited from engaging in, and you represent and warrant to PB&T Bank that you do not and shall not engage in, any business or activity that: (a) would result in your being or becoming a money service business that regularly cashes third party checks, sells money orders, or handles wire transfers or other financial services for third parties; (b) would result in your accepting restricted transactions in connection with another person in unlawful internet gambling; (c) would result in PB&T Bank being used as a conduit for money laundering or other illicit purposes; or (d) would directly or indirectly result in any activity or use of the Mobile Deposit Service that may be illegal or fraudulent.
22. **Limits on Liability and Disclaimer of Warranties.** YOU AGREE YOUR USE OF THE MOBILE DEPOSIT SERVICE 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. PB&T BANK DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE MOBILE DEPOSIT SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PB&T BANK MAKES NO WARRANTY THAT (i) THE MOBILE DEPOSIT SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE MOBILE DEPOSIT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THE RESULTS OBTAINED FROM THE MOBILE DEPOSIT SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. IN NO EVENT WILL PB&T BANK BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGE ARISING OUT OF THE USE, MISUSE OR INABILITY

TO USE THE MOBILE DEPOSIT SERVICE OR FOR ANY LOSS OF DATA, EVEN IF PB&T BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.