



# Electronic Financial Services Agreement

**Effective Date: December 16, 2025**

CharterWest Bank  
201 S Main Street, PO Box 288  
West Point, NE 68788-0288  
402-372-5147 or Toll Free 1-800-872-5147

**PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN THE SERVICE OR INITIATING ANY TRANSACTIONS.**

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## Scope of this Agreement

This Agreement between you and CharterWest Bank, 201 S Main Street, PO Box 288, West Point, NE 68788-0288 governs your use of our Electronic Financial services (the "Service"). The Service permits our customers to perform a number of banking functions on accounts linked to the Service through the use of a computer, mobile device, and the Internet. This agreement supplements CharterWest Bank's Deposit Account Agreement and Disclosures, Mobile Banking and CheckFree Bill Pay Terms and Conditions, and any other agreement between you and CharterWest Bank.

## Accepting the Agreement

After you have carefully read this Agreement in its entirety and the linked Privacy Policy, you will be asked to accept the terms and conditions of this Agreement. When you accept these terms and conditions, you represent and warrant that you are an authorized user acting with full authority, and that you are duly authorized to execute this Agreement.

You should print and/or save a copy of this Agreement for your records. To print, select the print function on your browser. To save a copy of this Agreement on your computer or device, select "File" and then "Save As" on your browser. If you need help printing or saving this document, or if you have any questions about this Agreement, please contact us. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time. Updates to this Agreement will be sent electronically as further described within this Agreement.

WHEN YOU CLICK ON THE "I AGREE" BUTTON BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY AGREEING, YOU ALSO CERTIFY THAT YOU ARE ABLE AND WILLING TO ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE DECLINE BUTTON.

## Basic CharterNet Online Banking Services

The basic features currently available through the Service include:

- Account Inquiries for balances, rates, etc.
- Transfers between your online accounts
- View loan balances
- Payments to loans at CharterWest Bank
- Review up to 24 months of account statements
- Transaction downloads for up to 18 months
- WebConnect for Intuit with Quicken® or Quickbooks®
- Account activity E-Alerts via email, text message, secure inbox, or push notification (message and data rates may apply)

We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

## Optional Services

### CheckFree Bill Payment

Pay your bills from one location. This service is ONLY available for checking accounts and can be enrolled in at any time via CharterNet Online Banking. You must agree to CheckFree's Terms and Conditions.

### CharterGreen Paperless Banking (eStatements & eNotices)

No longer receive paper statements or notices in the mail. Enrollment in CharterGreen paperless banking requires a valid e-mail address and acceptance to receive your documents electronically. A notification via e-mail will be sent detailing the retrieval procedures for your account document(s). Enrollment can be completed at any time from CharterNet Online Banking. Documents may be retrieved from either Online Banking or Mobile Banking. Enrollment in paperless banking will cease mailed paper statements or notices for enrolled accounts and notification of statement availability will be ONLY via e-mail. To ensure email notifications are received, we suggest adding [estatements@charterwest.com](mailto:estatements@charterwest.com) to your email address book. Electronic documents will be available for up to 24 months. Electronic documents can be printed or saved locally if you need to retain them longer. A modern web browser with PDF viewer (i.e. Google Chrome, Mozilla Firefox, Safari, or Microsoft Edge) or other PDF application is required to view the documents online.

If you are no longer receiving e-mail notifications, your e-mail address has changed, or in the event you wish to cancel paperless banking, please contact us via phone or in writing. You may also update your e-mail address via the Profile menu of your CharterNet Online Banking.

### CharterGo Mobile Banking

Mobile Banking allows you to:

- access account information such as balances and up to 18 months of transaction history;
- transfer funds between your accounts;
- make payments through your online bill pay service (must be enrolled);
- access card controls and fraud alerts (see below);
- make mobile deposits;
- manage and receive E-Alerts via push notifications;
- and make other banking transactions using compatible and supported mobile devices and/or other wireless devices.

Enrollment in Mobile Banking requires a mobile phone number. You must accept the Terms and Conditions for Mobile Banking. You can choose the type of mobile access (SMS Text Messages/Alerts and/or Downloadable Application) you wish to receive.

(a) To use the SMS Text Message service you must enroll via CharterNet Online Banking. An authentication code is sent to your mobile phone number via text message to complete the enrollment process for text messaging. Instructional text messages are sent with information on the access methods chosen.

(b) The downloadable application is available directly through the application stores (Apple or Android) with the use of a Username, a challenge question, and a password previously established via online banking or you may enroll with on-device enrollment. Access will require a password for every visit to the application (may enable fingerprint or facial login if available) or browser link.

Standard text messaging and data usage rates apply. Not all Mobile Banking Services are available on all types of mobile devices. Customers are allowed to cancel the mobile banking service at any time by calling us or by choosing to do so via Options in CharterNet Online Banking. For more information please see the Mobile Banking Obligations section of this agreement and the Mobile Banking Terms and Conditions on our website.

From the Mobile Banking application you can control your enrolled debit card(s) usage and spending and stay informed of potential fraud:

- turn your debit card on/off;
- check balances for the accounts associated with the card;
- review card-based transactions;
- establish transaction controls based on threshold limits, merchant categories, and specific locations;
- receive notifications when a card is used, if the transaction is approved and meets alert settings established in the app; and
- receive notifications when a card transaction has been attempted but is declined.
- manage travel plans
- display digital card information
- activate card and set PIN

#### **Digital Wallets**

Add your CharterWest Bank Debit Card to a digital wallet (also known as an e-wallet or mobile wallet), such as Apple Pay®, Google Pay/Wallet®, or Samsung Pay/Wallet® to make secure payments.

#### **TransferNow (Account-to-Account Transfer)**

TransferNow allows you to quickly transfer funds between your account(s) at CharterWest Bank and your accounts you hold at other financial institutions. Fees and transfer limits may apply.

#### **Fees**

**Basic CharterNet Online Banking Service** – FREE

**E-Alerts (account activity alerts)** – FREE (message and data rates may apply)

**CharterGreen Paperless Banking (eStatements & eNotices)** – FREE

**CharterGo Mobile Banking** – FREE (message and data rates may apply)

**Mobile Deposit** – FREE

**Digital Wallets** – FREE

Applicable fees and charges that apply to your Debit Card will also apply when you use a wallet to access your card. The wallet provider and/or other third parties such as wireless providers (message and data rates) may charge you fees.

**TransferNow** – FREE Standard Inbound/Outbound and Next-Day Inbound, \$10.00 per transaction for Next-Day Outbound

#### **CheckFree Bill Payment Fees:**

Fees for the first 3 months of Bill Payment will be waived as a way to introduce the Service. After the introductory period, Bill Payment for accounts with less than 1 payment per month will be assessed a flat fee of \$5.95 per month. Accounts with 1 or more payments per month will have no fee. Fees are assessed on each access that has enabled the Bill Payment service.

There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Billing 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.

#### **Requirements for Enrolling in the Service**

In order to enroll in the Service:

- You must have an Eligible Account with CharterWest Bank.
- Your account with us must be in good standing.
- You must be a resident of the United States or its possessions.
- You must have a computer/device and Internet browser that will support 128 bit encryption.
- You will need Internet access through an Internet service provider (ISP).
- You will need a modern web browser with PDF Viewer or other PDF application to access account documents and disclosures.
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will need an external email address for the delivery of electronic notices and disclosures.
- You will need a mobile device with phone number, a data or wi-fi connection, and/or text messaging service if enrolling in mobile banking or text alerts. Mobile Deposit requires a mobile device with camera.

Prior to enrolling in the Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Service and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there's a material chance that the changes may impact your ability to access the Service, we will give you advance notice of these changes and provide you an opportunity to cancel the Service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

#### **Enrollment Process**

You may complete the Enroll Now process via [www.charterwest.com](http://www.charterwest.com) or from the Mobile Banking application to begin using the Service. The enrollment process involves completing the enrollment information screen including entry and confirmation of your email address, a valid account number, type of account, and Social Security Number (or other personal Tax Identification Number). You will choose your Username and Password during the enrollment process and select and answer three Challenge Questions for Multi-Factor Authentication. You may choose to register the device as private or public. When you enroll for the Service, you agree to provide true and accurate enrollment information. We will verify the information you submit for accuracy and proper authorizations.

#### **Signature Requirements**

When any transfer or other Payment Instruction is initiated through the Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you. Requirements for dual signatures on checks, if applicable, do NOT apply to Bill Payments or other transfers initiated through the Service. Any authorized user must be authorized individually to make electronic transfers and online Bill Payments even though that person's authority to make transfers by other means may still require dual signatures.

#### **Account Balances**

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges.

#### **Canceling or Changing Transfers**

You cannot cancel a transfer or recurring transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service; however, you can edit or change a recurring transfer that is still "pending". If you need our assistance on making edits to

automatic/future dated transfers we must receive your request three (3) Business Days or more before the transaction is scheduled for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after the call.

### **Bill Payment and Transfer Limitations**

You may use the Service to check the balance of your Eligible Account (s) and to transfer funds among your Eligible Accounts. You must have sufficient funds in your account to cover the amount of any online transfers and Bill Payments on the scheduled payment date set for the transaction, or the transaction may not be processed. Non-Sufficient Fund (NSF) and/or overdraft charges may be incurred if Bill Payments exceed your account balance.

### **Mobile Banking / Deposit Availability, Requirements, and Limitations**

Mobile Banking is currently available to customers with Eligible Accounts. Eligibility for this service may be revoked at any time at the discretion of the Bank. You may also request to have this service disabled by contacting the Bank.

Mobile Deposit is currently available via the Mobile Banking application for Apple iOS and Android based mobile devices, generally supporting the current and past 2 versions of the operating systems for these devices. Mobile Deposit will be made available to all enrolled Online Banking users. Limits do apply and may be changed by the Bank without notice. Eligibility for this service may be revoked at any time at the discretion of the Bank. You may also request to have this service disabled by contacting the Bank.

Refer to the Terms and Conditions for Mobile Banking for detailed requirements, procedures, and limitations.

### **Digital Wallet Terms**

You can add an eligible card to the wallet by following the instructions of the wallet provider. If your card or the account tied to your card is not in good standing, that card will not be eligible to enroll in the wallet. When you add a card to the wallet, the wallet allows you to use the card to enter into transactions where the wallet is accepted. The wallet may not be accepted at all places where your card is accepted.

CharterWest Bank is not the provider of the wallet, and we are not responsible for providing the wallet service to you. We are only responsible for supplying information securely to the wallet provider to allow usage of the card in the wallet. We are not responsible for any failure of the wallet or the inability to use the wallet for any transaction. We are not responsible for the performance or non-performance of the wallet provider or any other third parties regarding any agreement you enter into with the wallet provider or associated third-party relationships that may impact your use of the wallet.

You agree to immediately cancel access to the wallet if you believe there is unauthorized access or if your device is lost or stolen. If fraudulent activity is suspected, you agree to immediately notify CharterWest Bank. Upon such notice, we may disable the card associated with the wallet.

Any limits we place on the frequency or dollar amount of your card transactions will also apply to wallet transactions. We can also block a card in the wallet from purchases at any time.

We can terminate the wallet service and wallet terms at any time. We can also change the wallet terms at any time. You can terminate the wallet service and wallet terms at any time by removing all cards from the wallet. You should contact the wallet provider on how to remove a card from the wallet.

### **E-Alerts Terms and Conditions**

**Alerts.** Your enrollment in CharterNet Online Banking and/or CharterGo Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your CharterWest Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. CharterWest Bank reserves the right to terminate its alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your CharterNet Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop alerts via text message, text "STOP" to 41952 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in CharterNet Online Banking. For help with SMS text alerts, text "HELP" to 41952. In case of questions please contact us.

**Limitations.** CharterWest Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside CharterWest Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold CharterWest Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

### **Account to Account Transfers Additional Terms (TransferNow)**

#### **Description of Service, Authorization and Processing**

- a. The Account to Account transfer service enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.
- b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the online site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is

returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).

- d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  3. The transfer is refused as described in the section below;
  4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a PO Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**Transfer Methods and Amounts.** Payment Methods and Amounts referenced below in the terms of this Agreement applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

**Transfer Cancellation Requests.** You may cancel a transfer at any time until it begins processing (as shown in the Service).

**Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to contact information provided in the Errors, Questions, or Complaints section of this Agreement. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or online site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Failed Or Returned Payment Instructions referenced below in the terms of this Agreement applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this section, and there are insufficient fees in the External Account; this section should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

**Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

**Returned or Failed Transfers.** In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

**Limitations.** For security reasons, CharterWest Bank has established limits on the amount of funds that can be transferred via Account-to-Account Transfers. We reserve the right to change your dollar limit at any time. If we decrease the dollar limit, we will notify you as required by law, but we may not notify you if we are restricting your transfer limits for security purposes or because of excessive overdrafts to your CharterWest Bank account. Standard transfers to/from your account are limited to \$5,000 per transaction; \$5,000 in aggregate per day; and \$10,000 in aggregate per calendar month. Standard High Limit transfers to/from your account are limited to \$15,000 per transaction; \$15,000 in aggregate per day; and \$30,000 in aggregate per calendar month. Next Day Transfers to/from your account are limited to \$2,000 per transaction; \$2,000 in aggregate per day; and \$5,000 in aggregate per calendar month. Additionally, you must satisfy certain balance and account activity criteria before being permitted to make higher amount, High Limit, and Next Day transfers. We reserve the right to change this criterion at any time.

### **Privacy and Privacy of Others**

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. Please review our Privacy Policy (<https://www.charterwest.com/policy-disclosures/>) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

### **Disclosure of Account Information to Third Parties**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services that you have requested;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- In order to comply with a governmental agency or court orders; or
- If you give us your written permission.

Please refer to our Privacy Policy (<https://www.charterwest.com/policy-disclosures/>) for additional detail on disclosure of account information.

### **Security**

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access, the Service will verify your identity and authorization against information associated with an Eligible Account (s). Use of the Services will therefore require a Social Security Number (or other Tax Identification Number) during the Enroll Now process to authorize your enrollment.

**Usernames and Password** - One of the main security features protecting the Service is the unique combination of your Username and Password. During the enrollment process, you will be asked to select a unique Username, and then choose a Password that will be used to gain access to the Service. Neither CharterWest Bank nor its Service Providers have access to this information. The Service will automatically lock your account after three unsuccessful login attempts. You may utilize the forgot password feature to unlock your account or contact us for assistance if your account remains locked out. Mobile application users with supported mobile Devices (Android or Apple) can sign into the application using fingerprint login or

facial ID. This setting is enabled or disabled by the user via the application. For security reasons, the application may require users to fully authenticate with their password when performing transactions that move funds, such as transferring money externally, paying bills, or to access card controls. This step-up authentication maintains current security standards. The password will only be requested once in a single user session.

Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Password that is hard to guess.
- You should not use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Do NOT use dictionary words.
- Keep your Password safe.
- Memorize your Password and do NOT write it down.
- You should also change your Password occasionally, such as every 90 days.
- A Password should be changed immediately if you suspect that your Password has been compromised. This can be done at any time from Online Banking or Mobile Banking.

For additional information and resources on how to protect your sensitive person data visit our Customer Awareness Center (<https://www.charterwest.com/customer-awareness/>).

We may accept as authentic any instructions given to us through the use of your password or tax identification number. Account numbers may be masked as a part of The Service to protect your sensitive data. Sessions may be ended and/or users logged out after established inactivity limits.

NEITHER CHARTERWEST BANK NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA TELEPHONE OR EMAIL REQUESTING PERSONAL INFORMATION, YOUR USERNAME, OR YOUR PASSWORD. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, PLEASE CONTACT US IMMEDIATELY.

*Multi-Factor Authentication (MFA)* is an additional layer of security that is a standard part of your login routine. The MFA is made up of complex device identification or fingerprinting and three challenge questions no one else knows. The Service attempts to identify your device based on several data elements each time you access your account, if additional authentication is needed the Service will ask you for the answer to a challenge question. You may register your device (when using a web browser) as private and a cookie will then be stored to assist in authentication. When accessing your login from a public location you may choose to register the device as public so that a challenge question is asked for each login session.

*Encryption* –Secure Socket Layer (SSL) encryption technology is used for everything you do while using the Service. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this *secure session* by changing the appearance of a small icon of a padlock at the bottom of the screen from “open” to “locked”. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

*Certificate Authority* - The servers hosting the Service have been certified by a Certificate Authority to assure you that you are actually talking to the Service instead of someone pretending to be us. If you are using an older browser you will see that the Certificate Authorities key may have expired; you will need to update your browser. By clicking on the lock within the Service, you can view the certificate to ensure it's valid.

*Cookies* - During your use of the Service, our Service Provider may pass an encrypted *cookie* to your device in order to additionally identify your device during the session. Cookies enable the Service to process multiple transactions during a session without having to provide authentication for each individual transaction. The cookie does not contain any personal information; it simply provides another level of security. The cookie is stored on your device's hard-drive, identifying your device while you are logged on. When you log off, close your browser, or turn off your device, the cookie will be destroyed. A new cookie may be used for each session; thus, no one can use the prior cookie to access your account(s).

*Mobile Devices* – Data collected and transmitted via your mobile device for the Service shall be encrypted for security. No personal data or images will be stored directly on the mobile device.

#### *Additional Security Guidelines:*

- All authorized users should log-off after every Service session; however, online sessions will automatically end after ten (10) minutes of inactivity. This is to protect you in case you accidentally leave your device or device unattended after you log-in.
- The security of public devices (e.g. in a library, or Internet café) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public device.
- Routinely scan your computer, devices, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or spyware may affect the performance of your device, corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit sensitive data to another third party or transmit a virus to other devices.
- Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- Keep your computer's/device's operating system, applications, and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers and applications for accessing the Service.

#### **Your Responsibilities**

When you accept the terms and conditions of this Agreement, you agree not to give or make available your login credentials, challenge questions, or other means to access your account to any unauthorized individuals. You are responsible for all transfers, mobile deposits, and Bill Payments you authorize using the Service. If you permit other persons to use the Service, your login credentials/challenge questions, or other means to access your account, you are responsible for any transactions they authorize. You are also responsible for the security and availability of items deposited via Mobile Deposit as set forth in the Terms and Conditions for Mobile Banking.

You are responsible for the security, maintenance, and servicing of your mobile device or any other equipment used to access the Service. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

If you believe that your login credentials, challenge questions, or other means/equipment to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling us during business hours.

If you or your authorized users disclose your login credentials and/or challenge questions to anyone, and/or if you allow someone to use your login credentials and/or challenge questions to access your accounts, you are authorizing them to act on your behalf and you will be responsible for any use of the Service by them (e.g., such as when you provide this information to a joint account holder, an employee, and/or an aggregation service provider).

#### **Our Liability for Failure to Complete Transactions**

We will use commercially reasonable efforts to make all your transfers, mobile deposits, and Bill Payments properly. However, we shall incur no liability and any Bill Payment Service Guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Eligible Account(s) and/or Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
  2. The Service and/or the payment processing center is not working properly and you know or have been advised by CharterWest Bank and/or its Service Providers about the malfunction before you execute the transaction;
  3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;
  4. You have not followed proper procedure for mobile deposit acceptance according to the Terms and Conditions for Mobile Banking.
  5. Your Eligible Account(s), including either your Payment Account or Billing Account, is closed;
  6. If your device, software, mobile network, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transfer or Bill Payment;
  7. It can be shown that the Biller received the Bill Payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
  8. The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
  9. We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary or is fraudulent; and/or
  10. Circumstances beyond control of the Service, our Service Providers, and CharterWest Bank (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.
- Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from any of your Eligible Account(s), or Payment Account, or causes funds from your Payment Account to be directed to a Biller, which does not comply with your Payment Instructions, CharterWest Bank and/or its Service Providers shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

#### **Documentation and Verification of Payments, Transfers, or Mobile Deposits**

Information regarding Online Banking, Mobile Banking, TransferNow, and Bill Payment transactions will be reflected on the account detail in the Service and in your regular monthly account statement(s).

##### **1. Eligibility**

The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

##### **2. Acceptable Use**

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way.

##### **3. Prohibited Payments**

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms referenced above; and

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us of any violations of the terms or the Agreement generally.

##### **4. Payment Methods and Amounts**

There may be limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

##### **5. Taxes**

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

##### **6. Failed or Returned Payment Instructions**

In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the online site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

##### **7. Receipts and Transaction History**

You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

##### **8. Information Authorization**

Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to

authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the online site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. The following provisions in this Section apply to certain Services:

- a. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with our Service Providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. We will not share with Service Providers any information that personally identifies the user of the applicable device.

## 9. Provisions Applicable Only to Consumer and Sole Proprietors Deposit Accounts

### a. Errors, Questions, or Complaints

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

- Telephone us at 402-372-5147 or Toll Free 1-800-872-5147 during business hours or
- Write to us at 201 S Main Street, PO Box 288, West Point, NE 68788-0288

If you think your statement is incorrect or you need more information about an electronic transfer or Bill Payment transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- Tell us your name, relevant Service account number(s), and Username;
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to 90 days to investigate your complaint or question. We may take up to 20 Business Days to credit a new account for the amount you think is in error. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

### b. Consumer Liability for Unauthorized Transactions

Tell us **AT ONCE** if you believe your Username or Password or access device has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account.

If consumer customers tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly account statement contains transactions that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred or paid without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

## 10. Additional Provisions Applicable Only to Business Customers

### a. Protecting Your Account

Business Customer(s) will be solely responsible for designating its authorized users, assigning privileges, and disclosing the identity of said users to CharterWest Bank and all changes thereof in writing. Business customer represents and warrants that its authorized users have the appropriate authority to initiate transfers and bill payment through the Service. Business customers have the same privileges as retail users.

Business customer authorizes CharterWest Bank and its service providers to act upon, and you agree to be bound by, any transaction, whether or not authorized, that is initiated with your Username and Password and/or the Username and Password of an authorized user. Furthermore, any instructions, directions, or other information provided by the business customer, or any of its authorized users, will be deemed to have been authorized by the business customer. CharterWest Bank and its service providers will not be responsible for verifying the identity or authenticity of any person claiming to be an authorized user of the business customer.

Business customer assumes any and all liability arising from the use or misuse of the Service or company accounts by its authorized users. Business customer agrees to indemnify and hold harmless CharterWest Bank and its service providers for any liability and damages resulting from our acting upon any direction, instruction, or information that is initiated with a Username and Password of an authorized user.

You agree that we may send notices and other communications, including emails, 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 CharterWest Bank and/or its Service Providers 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. In addition, you agree to

- Require all authorized users to keep passwords secure and strictly confidential;
- Immediately notify us and select a new password if you or your authorized users believe your passwords may have become known to an unauthorized person.

We may disable access of authorized users without receiving such notice from you, if we suspect the accesses are being used in an unauthorized or fraudulent manner.

Business customers shall be solely responsible for the development and implementation of all commercially reasonable procedures to control access to their computer systems and to protect any data files stored thereon. Business customers shall be solely responsible for all appropriate and commercially reasonable, physical, logical, and network security systems and devices to protect the security of data files maintained on device(s) used to access the service as well as the protection against unauthorized access to business devices, and/or networks used to access

the service. Business customers shall be solely responsible for any and all losses and damages arising from any authorized or unauthorized access to the Service.

CharterWest Bank and its Service Providers shall have no obligation, liability or control, either directly or indirectly concerning the Business customers' selection of security systems or devices for the protection of any data files or devices used to access the services or over business customers development or implementation of security procedures or the failure of business customer to maintain said procedures. For additional information and resources on how to protect your sensitive data visit our Business Security Center (<https://www.charterwest.com/business/business-security-center/>).

**b. Commercially Reasonable Security Procedures of the Service**

When you accept this Agreement and use the Service, you acknowledge and agree that the Service includes security measures which are commercially reasonable. You agree to be bound by our security procedures and instructions, which may be periodically updated. You agree to review and implement all security procedures available in connection with the Service, including procedures to protect the confidentiality of your Username and Password and the same for your authorized users. You agree to notify CharterWest Bank in the event that your use of the Service would necessitate or be better served by a level of security that exceeds that offered by the Service. If you fail to notify CharterWest Bank, you acknowledge and agree that the security aspects of the Service are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

**c. Errors, Questions, or Complaints**

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods:

- Telephone us at 402-372-5147 or Toll Free 1-800-872-5147 during business hours;
- Write us at: 201 S Main Street, PO Box 288, West Point, NE 68788-0288

**d. Business Liability for Unauthorized Transfers**

You must notify us of errors, discrepancies, or possible unauthorized payments as soon as possible upon learning of the discrepancy. If you fail to notify us within sixty (60) days after you have received notice of an unauthorized or erroneous transfer or Bill Payment, CharterWest Bank will not owe you any interest on the amount in question, even if we are otherwise liable to you in connection with the transaction.

CharterWest Bank and its service providers shall have no liability to you for any unauthorized payment or transfer made using your password that occurs before you have notified us of any possible unauthorized use and we have had a reasonable opportunity to act upon that notice. If you fail to notify us of any discrepancy within one (1) year, you shall be precluded from asserting any such discrepancy against us.

**e. Limitation of Institution Liability**

CharterWest Bank and its Service providers will be deemed to have exercised all due care and to have acted reasonably if we act in accordance with the terms of this Agreement and will be liable for loss sustained by you only to the extent such loss is caused by our misconduct. CharterWest Bank and its Service Providers will have no liability for any loss or damage:

- Related to the dishonesty of the Business Customer's employees, officers, agents or authorized users;
- Resulting from any receiving financial institution's failure to accept any payment or funds transfer request;
- Resulting from any delay in the performance of this Agreement, which is caused by an act of God, fire or other casualty, electrical or computer/device failure, delays or failure to act by any carrier, medium or agent operating between CharterWest Bank and third parties, or any other condition outside of our control.

If CharterWest Bank and/or its Service Providers fail or delay in making a transfer or Bill Payment pursuant to your instruction, or if we make a transfer or payment in an erroneous amount which is less than the amount per your instruction, unless otherwise required by law our liability shall be limited to interest on the amount which we failed to timely pay, calculated from the date on which the payment was to be made until the date it was actually made or you canceled the instruction.

We may pay such interest either to you or the intended recipient of the payment, 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 in an erroneous amount which exceeds the amount per your Payment Instruction, or if we permit an unauthorized payment 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, plus interest thereon from the date of the payment 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 nearest to CharterWest Bank for each day interest is due, computed on the basis of a three hundred sixty (360) day year.

No third party will have rights or claims against CharterWest Bank and its Service Providers under this Agreement. The terms of this section will survive termination of this Agreement.

**11. Indemnification**

You and/or any authorized users will defend, indemnify and hold harmless CharterWest Bank and its Service Providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by CharterWest Bank through the Service, (ii) any breach of the provisions of this Agreement (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Service; and (v) any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of this Agreement.

**Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

**Notices to You**

You agree that we may provide notice to you by posting it online (i.e. via Online Banking), sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed.

**Electronic Disclosures**

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include: deposit account disclosures, notices regarding changes in account terms and fees, privacy notices, and all other notices required by federal or state regulation. The equipment necessary for accessing these types of disclosures electronically is described within this Agreement.

With your acceptance below, you agree to accept this agreement and other related disclosures in an electronic format. You also agree and represent that you have the necessary equipment for accessing the Service and for viewing electronic disclosures.

You may change the method of delivery at any time (e.g., from electronic format to paper format) by contacting. In addition, you can request paper copies of documents through the Service free of charge. Additional fees for paper copies of account statements may be imposed depending on the type of account you have and/or the reason and frequency of your requests for paper copies. You should print or save a copy of all disclosures delivered electronically.

#### **Address, E-mail, or Payment Account Changes**

When you enroll in the Service, we may send you a "Welcome" e-mail or letter. We may also send you notices regarding important Electronic Financial Services matters and/or changes to this Agreement. It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made either within the Service or by contacting us.

Any changes to your Eligible Account(s), Payment Account, or Billing Account should also be made in accordance with the procedures outlined above. We are not responsible for any processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

You may choose to communicate with us using e-mail. However, be advised that e-mail transmissions are not secure. We strongly discourage you from sending confidential account information via e-mail. We are not responsible for any error or problems of any kind involving your e-mail. At no time will a bank employee ask for confidential information over e-mail. We provide a link to send us secure e-mail via the Contact Us menu in Online Banking.

#### **Text Messages, Calls and/or Emails to You**

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

#### **Service Termination, Cancellation, or Suspension**

In the event you wish to cancel the Service, please contact us. No fees will be assessed for cancellation of the Service.

Any payment(s) that have begun processing before the requested cancellation date will be processed by us.

Any Bill Payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Bill Payments, including automatic payments, will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If required information (i.e. address, e-mail address) is no longer valid for delivery methods. If your account(s) is closed or restricted for any reason, or if there has not been any Online Banking activity for more than 12 months, Mobile Banking activity for 6 months, or Bill Payment activity for more than 3 consecutive months, accessibility may be inactivated/terminated.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call us.

#### **Exclusions of Warranties and Limitation of Damages**

THE ONLINE SITE AND 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 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 OUR SERVICE, AND OPERATION OF OUR SITE 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.

Notwithstanding our efforts to ensure that the Service is secure, we cannot and do not warrant that all data transfers via the Service will be free from monitoring or access by others.

You are solely responsible for the maintenance, installations, and operation of your computer and devices. Neither CharterWest Bank nor its service providers shall be responsible for any delays, errors, deletions, or failures that occur as a result of any malfunction of your computer, device, or software. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

The foregoing shall constitute CharterWest Bank and its service provider's entire liability and your exclusive remedy. In no event shall CharterWest Bank or its service providers be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits or attorney's fees (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the equipment, software, and/or your use of the Service.

#### **Our Relationship with You**

We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

#### **Assignment**

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

#### **Remedies**

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the online site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the online site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this section of the terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

#### **No Waiver**

CharterWest Bank and its Service Providers shall not be deemed to have waived any of our rights or remedies here under unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### **Disputes**

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of CharterWest Bank and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

#### **Waiver of Trial by Jury**

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

#### **Limitation of Liability**

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE ONLINE SITE THROUGH WHICH THE SERVICE 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 SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE ONLINE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE ONLINE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN THE TERMS ABOVE 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. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### **Governing Law and Relation to Other Agreements**

Accounts and services provided by CharterWest Bank may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Nebraska, without regard to its conflicts of law's provisions; provided, however, that any dispute solely between you and our Bill Payment Service Provider shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of law's provisions.

#### **Definitions**

**ACH** - means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

**Account** - means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

**Affiliates** - are companies related by common ownership or control.

**Agreement** - means these terms and conditions of the Online Banking, Mobile Banking, Paperless Banking, E-Alerts, and Bill Payment services.

**Authorized User** - is any individual or agent whom you allow to use the Service or your password or other means to access your Eligible Account(s).

**Bill Payment Service Provider** - refers to the contractor, sub-contractor, or provider of our Bill Payment and Delivery services, CheckFree Services Corporation.

**Biller** - is the person or entity to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

**Business Day** - is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

**Business Day Cutoff** - Refers to the cut-off time for posting purposes. The cut-off time for online transactions is based upon our Business Days and the Central Standard Time. For posting purposes, we will process all transactions completed by 7:00 PM on the same Business Day. Transactions completed after 7:00 PM will be processed on the following Business Day. Mobile Deposit and Bill Payment cut-off and scheduling times differ and are further detailed in the respective terms and conditions.

**Consumer** - Refers to a natural person who owns an Eligible Account at CharterWest Bank and who uses the Service primarily for personal, family, or household purposes.

**Due Date** - is the date reflected on your Biller statement for which the Bill Payment is due. It is not the late date or grace period.

**Eligible Transaction Account** - is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.

**Eligible Accounts** - An Eligible Account means any one of your account(s) to which we allow access through the Service under this Agreement. Only a checking may be eligible for Bill Payment privileges. When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.

**External Account** - is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

**Item** – is an original; check, cashier's check, official check, US Treasury check, or any other payment instrument, drawn on a financial institution within the US and payable in US currency that is payable to you. Items are deemed to be "items" under the UCC and "checks" under Regulation CC.

**Joint Accounts** - If the Eligible Accounts added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Username and Password are authorized unless we have been notified to cancel the Service. If joint account holders use individual Usernames, the Service may be identified separately.

**Laser Draft Payment** – is a payment method similar to a check written by you on your Payment Account. Billers should receive Laser Draft Payments no later than the Scheduled Payment Date. Funds remitted to the Biller are deducted from your Payment Account when the Laser Draft is presented to CharterWest Bank for payment. As a result, neither CharterWest nor its Service Provider(s) can control when your Payment Account will be debited for a Laser Draft Payment.

**Mobile Device** – Refers to an electronic device that meets the minimum hardware and software requirements such as cell phone, tablet, or smartphone that has a camera, sufficient storage, and the ability to access the internet and download applications.

**Payment Account** - is the checking account from which Bill Payments will be debited. You must be a legal owner of any Payment Account registered for the Service.

**Payment Instruction** - is the information provided for a payment to be made under the applicable Service, which may be further defined and described in connection with a specific Service (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

**Payment Network** - means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

**Scheduled Payment** - is a Bill Payment that has been scheduled through the Service but has not begun processing.

**Scheduled Payment Date** - is the day you want your Biller to receive your Bill Payment and is also the day your Payment Account will be debited (other than Laser Draft Payments, as described above), unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

**Service** – means the Online Banking, Bill Payment, Paperless Banking, E-Alerts, TransferNow, Mobile Deposit, and Mobile Banking offered by CharterWest Bank through its Service Providers.

**Service Provider** - means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

**Transaction** - all debits or credits on an account, including withdrawals, deposits, and transfers.

**Transfer Instruction** - is a specific Payment Instruction that you provide to the Service for a transfer of funds.

**we, us, or our** - As used within this Agreement, refer to CharterWest Bank and any agent, independent contractor, service provider, sub-contractor, licensor, designee, or assignee that CharterWest Bank may involve in the provision of the Service.

**you and your** - As used within this Agreement, "you" and "your" refer to the person enrolling in the Service, owner of the eligible accounts, as well as any authorized users that such person allows, subject to the parameters of multiple user access as set forth within the Service.