

Welcome to Online Banking with Points West Community Bank.

This Online Banking Agreement and Disclosure (Agreement) discusses how you can use Online Banking (Service) to obtain information about your accounts, to transfer funds between your accounts, and to request certain other bank services. It also contains the terms and conditions governing the Service. This Agreement is a contract which establishes the rules that cover your electronic access to your accounts at Points West Community Bank (“Bank”) through Points West Community Bank Online (“System”).

You and Points West Community Bank Online Banking

This “Agreement” for accessing your accounts via “Online Banking” explains the terms and conditions that govern, regulate, and protect the integrity of data which electronically transacts and communicates the products and services between you and Points West Community Bank. The accounts that may be accessed via “Online Banking” include only accounts maintained at Points West Community Bank.

By using Points West Community Bank Online, you accept all the terms and conditions of this Agreement.

If you use Points West Community Bank Online, you thereby indicate your consent to these terms. Please read and review it carefully. Points West Community Bank recommends you print this agreement for your records.

The terms and conditions of the deposit agreements and disclosures for each of your Points West Community Bank accounts as well as your other agreements with Points West Community Bank, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

Users of Points West Community Bank Online should always check the agreement for revision date to ensure they have reviewed the most recent version of this agreement. Points West Community Bank may modify our terms and conditions for use of this site at any time.

This Agreement is also subject to applicable federal laws and the laws of the State of Colorado. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Points West Community Bank’s successors and assignees. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancelation, or expiration of this Agreement shall survive termination, cancelation, or expiration of this Agreement. This Agreement, together with the Enrollment Form and Fee Schedule, constitutes the entire agreement between you and Points West Community Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Definitions

As used in this Agreement, the following words have the meanings given below.

“We,” “our,” “us,” and “Bank” mean Points West Community Bank, the depository institution that holds one or more accounts accessed by the Service. “You” and “your” refer to the account holder authorized

by Points West Community Bank to use the System under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through the System.

"Account" or "accounts" means your accounts at Points West Community Bank.

"Electronic funds transfers" means ATM withdrawals, Telebanc telephone transfers, pre-authorized transactions, point of sale transactions, and transfers to and from your Points West Community Bank accounts using the System.

"The System Services" means the services provided pursuant to this Agreement.

"Business days" means Monday through Friday. Bank holidays are not included.

Online Access Registration:

Points West Community Bank account customers can register in person at any bank location or online, by selecting the "Accept" button at the end of this Agreement, indicating your acceptance to these terms and conditions. To register online, you must provide the following:

One of your Points West Community Bank account numbers (Checking, Savings, Loan or CD)

Your Telebanc 4-digit Phone Banking PIN#.

Note: If you don't have a Telebanc 4-digit Phone Banking PIN#, please contact us at (833)226-7474 (or your local branch by clicking on the Contact Us link on our home page, you may also get location information by clicking on the Points West Community Bank Locations link at the top of the home page). A Customer Service Representative will assist you in obtaining your Telebanc 4-digit Phone Banking PIN#.

User Code: You will be prompted to select a User Code during your first online session through our online registration process. Your User Code and Password identify and authenticate you to Points West Community Bank when you use Online Banking. User Code numbers may only be obtained by customers who have existing accounts with Points West Community Bank.

Your Password: For security purposes, you are required to change your password upon your initial login to Points West Community Bank Online. You determine what User Code and password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to the System will be revoked. To re-establish your authorization to use the System, you must contact us to have your password reset and to obtain a new temporary password.

We recommend that you create a password using the following guidelines:

Utilize both upper- and lower-case alpha and numeric characters for purposes of security.

Your password must be 9 – 17 characters long containing at least one uppercase character, one lowercase character, one number, and one special character.

Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, or names of children, and should be memorized rather than written down.

For example: From the sentence "I love to eat oreo cookies at night." You can take the first letter of each word. (ilteocan) You can then revise this to something such as 1l2eoCan You then have a password that

you can remember that is very difficult to break by a hacker/cracker.

You can change your password online at any time by selecting the Change Password option in our Options button. If necessary, passwords can also be reset by calling Points West Community Bank. However, any password changed by a customer service representative over the telephone will be “temporary” only and require you to change it at first use.

Your Responsibility:

You agree....

Not to give out your identifying information, such as your Online Banking password, to any other person.

The Bank may rely on your User Code to identify you when providing banking services to you.

Never to leave your account information displayed in an area accessible by others.

Never to leave your PC unattended while using Online Banking.

To always exit the System by clicking on the “Home” button in your Online Banking session, which will log you off of the online banking system and exit you back to the bank home page.

To always notify Points West Community Bank immediately if you suspect that your User Code or Password has become known to any unauthorized person.

You understand the importance of your role in preventing misuse of your accounts through the System and you agree to promptly examine your paper statement for each of your Points West Community Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, 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 password and User Code are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the System is encrypted in an effort to provide transmission security and the 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 ensure 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 the Bank System, or e-mail transmitted to and from us, will not be monitored or read by others.

General Terms and Disclosure

Product and Service Disclosure

We reserve the right to change the fees or other terms described in the Agreement at any time. This does not include any changes to your “Account Terms and Conditions” you received when opening your account. Changes in Account Terms will always be mailed to you at least 30 days in advance of the change. Any charges, fees, or other terms changed that affect this Site will be posted at this Site.

NOTICE: All transactions conducted over Online Banking are considered by the federal government as electronic “telephonic” transfers and considered “third party transfers” and are limited in number per statement cycle (month) for certain accounts under the Federal Reserve Act (Reg D). Refer to the disclosure that details the transactions allowed under Reg D that you were provided upon opening of a savings, money market, or tiered interest account.

Funds Availability

PWCB’s Funds Availability Policy is available on our website.

Error Notification, Correction, and Resolution

Points West Community Bank Bill Pay Regulation E “Electronic Funds Transfer Act” Error Resolution Applicability:

The following Regulation “E” (Electronic Fund Transfer Act) disclosure was provided to you when you opened an account that may have electronic transactions conducted (e.g. ATM or Debit Card or Automatic Deposit). This disclosure is also provided in this Agreement to inform you how to contact us in the event you detect an error has occurred when viewing your account(s) transaction statements while viewing on-line through Online Banking.

Unauthorized Transfers

(a) Consumer liability. (1) Generally, tell us AT ONCE if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your password without your permission. (If you believe your card and/or code has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission.)

If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

(b) Contact in event of unauthorized transfer. If you believe that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this disclosure.

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

Tell us your name and account number (if any).

Describe 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 more information.

Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a new account) after

we hear from you. We 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 10 business days (5 business days if the transfer involved a point-of-sale transaction and 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 10 business days, we may not credit your account. Your account is considered a new account for 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

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

If you have inquiries regarding your account, please contact us at:

Points West Community Bank
1291 Main St
PO Box 486
Windsor, CO 80550

Business Days: Monday, Tuesday, Wednesday, Thursday, and Friday
Holidays are not included.

Phone: (833)226-7474

Points West Community Bank Alerts Terms and Conditions

Alerts. Your enrollment in Points West Community Bank Online Banking and/or 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 Points West Community 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. Points West Community 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 Points West Community Bank 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 96924 at any time. 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 Points West Community Bank Online Banking. For help with SMS text alerts, text "HELP" to 96924. In case of questions please contact customer service at (833)226-7474. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Points West Community 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 Points West Community Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Points West Community 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.

Disclaimer of Warranty and Limitation of Liability:

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 Services provided to you under this Agreement. We do not and cannot warrant that the System will operate without errors, or that any or all System Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents, or contractors are not liable for any indirect, incidental, special, or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to the System, including loss of profits, revenue, data, or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Points West Community Bank and its affiliates exceed the amounts paid by you for the services provided to you through the System.

Your Right to Terminate:

You may cancel your System service at any time by providing us with written notice by postal mail or fax. Your access to the System will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate:

You agree that we can terminate or limit your access to the System Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Bank accounts. The System

service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.

2. Upon 3 business days' notice, if you do not contact us to designate a new Primary Account immediately after you close your Primary Account.

3. Upon reasonable notice, for any other reason in our sole discretion.

Communications between Points West Community Bank and You:

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

E-mail: You can contact us by email (Please note that banking transactions through the System are not made via e-mail.)

Telephone: You can contact us by telephone at (833)226-7474.

Facsimile: You can contact us by fax at (970) 686-0893, attention Online Customer Service

Postal Mail: You can write to us at:

Points West Community Bank

PO Box 486

Windsor, CO 80550

In Person: You may visit us in person at any one of our locations.

Consent to Electronic Delivery of Notices:

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank System web site or by e-mail. You agree to notify us immediately of any change in your e-mail address.

Rev. March 2022