

Pioneer Online and Mobile Banking Terms and Conditions

Definitions – In this document we, our, and us refers to FIRST PIONEER NATIONAL BANK and any agent, independent contractor, designee or assignee that FIRST PIONEER NATIONAL BANK may involve in the provisions of any electronic banking services.

- You and your refer to the customer using Pioneer Online and Mobile Banking.
- Access ID or User ID is the identification necessary to access Pioneer Online and Mobile Banking, and will be issued by us.
- PIN or “password” is your personal identification number and is selected by you.
- “Transfer instructions” are the instructions you give us to transfer funds between accounts accessible to you via Pioneer Online and Mobile Banking.
- Business Day is any day Monday through Friday, except for bank holidays.

Our Mutual Agreement – This agreement, along with the Regulation E Disclosure, Regulation CC Disclosure, your Deposit Account Agreement and any written application for electronic banking services, as they may be amended, serves as our agreement with you governing your use of Pioneer Online and Mobile Banking and your deposit accounts accessed through Pioneer Online and Mobile Banking. All of these agreements, as amended from time to time, are incorporated into this agreement by reference.

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

Your rights, liabilities and responsibilities for Pioneer Online and Mobile Banking fund transfers are governed by this agreement and, to the extent applicable, by the provisions of the Electronic Fund Transfers Act (Regulation E) and Colorado law.

GENERAL PROVISIONS

Your use of Pioneer Online and Mobile Banking is subject to the following general terms and conditions:

Use of Pioneer Online and Mobile Banking – You may gain access to Pioneer Online and Mobile Banking through a personal computer, cell phone or other mobile access device using your Pioneer Online and Mobile Banking User ID, Personal Password, and responses to multifactor authentication questions. To use Pioneer Online and Mobile Banking you must have access to a personal computer, cell phone or other mobile access device and all equipment and services necessary to successfully connect to the Internet or mobile app. You are solely responsible for the purchase, hook-up, installation, loading, operation and maintenance of all hardware, software and all related costs.

Virus Protection: We are not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC or mobile device using a reliable virus product or security app to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers or mobile devices. We reserve the right to refuse Pioneer Online and Mobile Banking service to anyone.

Your User ID and Password - All Pioneer Online and Mobile Banking transactions or inquiries must be initiated by use of your User ID and personal password. We will assign a Pioneer Online and Mobile Banking User ID and password after we have accepted your application. You will use this ID and password to sign on to Pioneer Online and Mobile Banking for the first time. At that time, you will be required to change your password from the password we assigned to a minimum six character alpha-numeric and/or special character password of your choice. This password will be good for the next 90 days, at which time the system will prompt you to change it to ensure your continued privacy. You may also change your password at any time between required changes, as you deem necessary. You may elect to use the “Reset Password” feature of Pioneer Online and Mobile Banking to have your password reset by you. Select the “Options” tab in Pioneer Online and Mobile Banking and complete the Pin Reset Question and Answer.

You agree that any Pioneer Online and Mobile Banking transaction or request initiated by use of your User ID and password will be subject to and governed by this agreement.

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

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

For any Pioneer Online and Mobile Banking transaction which you contend is unauthorized, you agree to the following:

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

Errors and Questions – In case of errors or questions concerning transactions completed with Pioneer Online and Mobile Banking, do one of the following as soon as possible:

- Telephone First Pioneer National Bank at (Wray) 970-332-4824 or (Holyoke) 970-854-2227, or
- Write First Pioneer National Bank at PO Box 96, Wray, CO 80758, or PO Box 27, Holyoke, CO 80734.

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

- Name
- Account Number
- Description of the error including the amount

- Explanation of why you believe it is an error or why you need more information

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

Accounts Accessible – Subject to approval, you may designate the accounts you wish to access through Pioneer Online and Mobile Banking. You must be the owner or co-owner of each designated account. A non-owner may be designated access through Online and Mobile Banking with written approval of all account owners.

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

Account Transfers – You may transfer funds between the following accounts:

- Checking, Savings, NOW and Money Market accounts to Checking, Savings, NOW and Money Market accounts
- Checking, Savings, NOW and Money Market accounts to Loan accounts to make payments
- (Loan Officer approval is required for transfers from Loan accounts)

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

You may be limited by federal law or per your agreement with us as to your ability to initiate transfers. Under Federal Regulations, you may not make more than six (6) pre-authorized or automatic transfers from a savings or money market account during a given monthly statement period. You also cannot stop payment on transfers initiated through Pioneer Online and Mobile Banking.

Balance Inquiries

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

Our Liability for Incomplete Transactions

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

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

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

OneClick Bill Payment

Access – OneClick Bill Payment is made available through Pioneer Online and Mobile Banking. Access to OneClick Bill Payment is registered to the Pioneer Online and Mobile Banking user.

Service Fees – You agree to pay the fees and charges for your use of OneClick Bill Payment as follows:

- **Bill Pay Item Fee - \$.45 per item over 12 per month**
- **Gift/Charitable Donation Checks**
 - **Gift Check - \$2.99 per check**
 - **Charitable Donation - \$1.99 per check**
- **Rush Payment Fees**
 - **Next Business Day (Overnight) Rush Check - \$34.95**
 - **2nd Day Rush Check - \$29.95**
 - **2nd Day Electronic Delivery (Economy) - \$6.95**

You agree that all such fees and charges will be deducted from the account designated “Primary Checking Account” on your Application Form. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. If you fail to designate a Primary Checking Account, we will apply any such fees to any account on which you are an owner and that is subject to right of set-off.

FIRST PIONEER NATIONAL BANK reserves the right to charge you for research time set forth in the current Fee Schedule involving bill payments no longer available in your screen history.

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

Payees – You must designate the complete name of the payee, the payee account number, and the payee’s remittance address, all exactly as shown on the billing statement or invoice. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly. You hereby agree and authorize us to utilize the most effective means to process your payment, including, without limitation, electronic, paper or other draft means. The payee or merchant must be located in the United States, including U.S. territories and APO’s.

The Bill Paying Process –

Single Payments – A single payment will be processed on the business day that you designate as the payment’s processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently 1:00 PM Mountain Time. A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment’s processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments – When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment’s “**Pay Before**” option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment’s “**Pay After**” option is selected the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.
- **Note** – If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

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

Canceling a Payment – You may change or cancel a bill payment any time prior to the cut-off time on the scheduled processing date. The daily cut-off time is currently 1:00 PM Mountain Time.

Available Funds – You agree to have available and collected funds on deposit in the account that you designate in amounts sufficient to pay all bill payments requested. FIRST PIONEER NATIONAL BANK reserves the right, with liability, to reject or reverse a bill payment if you fail to comply with the above requirements or any other terms of this Agreement. If you do not have sufficient funds in the account and FIRST PIONEER NATIONAL BANK has not exercised its right to reverse or reject a bill payment, you agree to pay for such bill payment obligations on demand.

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

- A payment scheduled with today’s date and entered at 12:00 PM Mountain Time will process today at 1:00 PM Mountain Time.
- A payment scheduled with today’s date and entered at 3:00 PM Mountain Time will process overnight at 6:00 AM Mountain Time.
- A payment scheduled with a future date, regardless of time entered, will process at 6:00 AM Mountain Time on the scheduled processing date.

Stop Payments – Once a bill payment has been debited from your Account, you cannot cancel or stop a bill payment which has been paid electronically. You may be able to stop a bill payment paid by paper check by contacting us by telephone before the paper check has cleared (you can contact us by telephone or check your account online to determine if the check has cleared). You may also place a Stop Payment on the paper check yourself by using Pioneer Online and Mobile Banking. If the paper check has not cleared, we will process your Stop Payment. To be effective, a Stop Payment request must precisely identify the:

- Name of the payee,
- Payee account number,
- Check number,
- Amount, and
- Scheduled date of the bill payment.

The stop payment order is effective for six (6) months unless renewed through Pioneer Online and Mobile Banking or in writing before the expiration. It will automatically terminate and FIRST PIONEER NATIONAL BANK is free to pay the check. In such an instance, you hereby release and further agree to release and waive any and all claims against us with respect to the stop payment order or the check itself and you further agree to indemnify and hold us harmless with regard to any and all claims involving the stop payment order and/or check, with includes our reasonable attorney’s fees and costs.

Liability –

- You are solely responsible for controlling the safekeeping of and access to your Pioneer Online and Mobile Banking Personal Identification Number (PIN).
- If you want to terminate another person’s authority to use Pioneer Online and Mobile Banking and the bill payment service, you must notify us and arrange to change your (PIN).
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- We are not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- We are not liable for any failure to make a bill payment if you fail to promptly notify us after you learn that you have not received credit from a “Payee” for a bill payment.
- We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.
- Subject to the limitations herein, if you follow the procedures for bill payment set forth in this Agreement and you are assessed a penalty or late charge, our total liability to you shall be up to a maximum of Fifty Dollars (\$50).
- In the event that you do not comply with the provisions of this Agreement, or you schedule a bill payment closer to its due date than the minimum required number of business days, we will have no liability and you will bear full responsibility for all penalties, late fees, and all other costs.

Termination –

- FIRST PIONEER NATIONAL BANK has the right to terminate this Agreement at any time.
- You may terminate this Agreement by written notice to FIRST PIONEER NATIONAL BANK.
- FIRST PIONEER NATIONAL BANK is not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by FIRST PIONEER NATIONAL BANK on your behalf.

Notice of Rights and Liabilities – Notify us immediately if your password has been lost or stolen. Failure to notify us immediately could result in the loss of all money accessible by your password or PIN. If your statement shows unauthorized transfers, notify us immediately.

If any of your accounts have co-owners, each owner will be jointly liable for any obligation from the use of Pioneer Online and Mobile Banking to access accounts.

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

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

You agree to pay our standard charges for expenses incurred in the legal process, including attorney’s fees.

You agree to notify us promptly of any address change.

To terminate or discontinue service you must give written notice. You will not be entitled to any refunds. We may terminate your or other co-owners services at any time without notice or cause. Termination or discontinuation shall not affect your liability or obligations.

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

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

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

Amendment – FIRST PIONEER NATIONAL BANK has the right to change this Agreement at any time by notice mailed to you at the last address shown for the account on our records, by posting notice in our branches, or as otherwise permitted by law.

MOBILE DEPOSIT USER AGREEMENT

Your use of Pioneer Online and Mobile Banking mobile deposit services is subject to the following terms and conditions:

Services – The mobile deposit services (the “Services”) are designed to allow you to make deposits to a qualified FIRST PIONEER NATIONAL BANK (the “Bank”) checking, savings, NOW or money market account from home or other remote locations by scanning checks and delivering the images and associated deposit information to the Bank or a third-party processor designated by the Bank.

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

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

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

Fees – The Bank may opt to charge a fee for the Service. You are responsible for paying the fees for the use of the Service. The Bank may change the fees for use of this Service at any time pursuant to the section titled “Acceptance of these Terms” above. You authorize the Bank to deduct any such fees from any Bank account in your name. The Bank is not liable for any costs you may incur from cellular data networks or other related equipment that may result from usage of this Service.

Qualifications For and Information Regarding the Services – Provision of the Services to you is at the Bank’s sole discretion. For new customers, in order to qualify for the Services, the bank may require the account be open for a minimum of 30 days and otherwise be in good standing.

For the purpose of this section and other provisions relating to the Services, any capitalized term not otherwise defined herein has the definition ascribed to it under the Check21 Act and the Federal Reserve Regulation CC promulgated pursuant to the Check21 Act. If you have met, in Bank’s sole discretion, the conditions we have established for use of Services to make deposits via Electronic Images, Bank will provide for acceptance for deposit to your account(s) the Electronic Images of Original Checks for collection as allowed under this Agreement and any related documentation.

By depositing Electronic Images with the Bank via the Services, you give Bank the same warranties and indemnities that Bank, as a reconverting bank, would give under applicable law or regulation. You understand and acknowledge that all of the warranties deemed given by a depositor of a check to a bank under the Uniform Commercial Code (“UCC”), as applicable from time to time in the State of Colorado, shall also apply to any Electronic Image of an Original Check the same as if such Electronic Image or Substitute Check were a paper check within the meaning of the UCC as adopted by the State of Colorado (“Colorado UCC”). Accordingly, except

to the extent that any warranties deemed given under the Colorado UCC are expressly superseded by the Check21 Act or the Check21 regulations, you understand that you are deemed to give Bank all the same warranties you would have given under the Colorado UCC for the deposit of an Original Check by transferring to Bank: (a) any Substitute Check; (b) an IRD or other item purporting to be a Substitute Check; or (c) any Electronic Image that purports to contain a Sufficient Copy of an Original Check or a Substitute Check.

In addition to the other warranties listed in this Agreement, such warranties also include the following two (2) specific warranties regarding transfer and presentment:

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

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

Eligible Items – You agree to scan and deposit only “checks” as that term is defined in Federal Regulation CC (“Reg CC). When the images of the front and back of the check are transmitted to the Bank, they are individually or collectively converted to an electronic image for subsequent presentment and collection. It shall therefore be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks payable jointly, unless deposited into an account in the name of all the payees
- Checks drawn on a financial institution located outside the United States
- Checks that are remotely created checks (as defined in Regulation CC)
- Checks not payable in United States currency
- Checks dated more than six (6) months prior to the date of deposit
- Checks that are “VOID” after 90 days
- Checks or items prohibited by the Bank’s current procedures relating to the Service
- Checks payable on sight or payable through Drafts (as defined in Regulation CC)
- Checks with any endorsement on the back other than that specified in this Agreement
- Checks that have previously been submitted through the Service or through a remote deposit service offered at any other financial institution, or otherwise previously converted to a substitute check, as defined by Regulation CC.

Endorsements and Procedures – Electronic Images shall be deemed received by Bank for deposit based upon time of receipt as well as successful receipt of Electronic Images that are complete, usable, and adhere to the standards discussed herein. If any Electronic Image is not complete, is not usable, or does not adhere to the standards, the Electronic Image may not be processed by Bank, in which even your deposit will be adjusted and notification provided. You understand we will process only your Electronic Images that comply with the standards discussed above and are Sufficient Image Copies, and we will use commercially reasonable efforts to present these Sufficient Image Copies for collection under the Check21 framework. The daily cut-off time for Personal RDC deposits is 5:00 PM Mountain Time. Such daily cut-off times may be adjusted by Bank in its sole discretion from time to time upon notice to you. If the deposits are not received by the end-of-day cutoff time, they will be processed on the Bank’s next Business Day. Bank shall give provisional credit for deposits subject to revocation of credit for deposits as provided in Regulation CC and the Uniform Commercial Code. The availability of funds for deposits via the Services is set forth in this Agreement. All checks submitted through the Services must be properly endorsed by you prior to transmittal. Unless otherwise instructed by the Bank, you agree that all checks deposited through this Service must (a) be signed by all required payees, and (b) state that they are “Deposit only – Mobile Deposit First Pioneer National Bank”. You agree to follow any and all other procedures and instructions for use of this Service as the Bank may establish from time to time. Any loss that Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. Bank has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements.

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

Availability of Funds – You agree that items transmitted using this Service is not subject to the funds availability requirements of Federal Reserve Board Regulation CC because this is considered an “electronic” deposit. Generally, and except as otherwise provided herein, items transmitted using this Service will be available subject to the Bank’s approval. If you make a deposit using this Service before 4:00 PM Mountain Time, on a business day that the Bank is open, the Bank will consider that day to be the day of your deposit. However, if you make a deposit using this Service after 4:00 PM Mountain Time, or on a day that we are not open, the Bank will consider that deposit to have been made on the next business day that the Bank is open. You acknowledge that all credits given by the Bank for an item are provisional, subject to verification and final settlement. The Bank shall have no liability for the return or refusal of any item.

The Bank may also delay in making funds available due to the following circumstances:

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

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

Retention and Security of Original Checks – Upon your receipt of a confirmation from the Bank that the Bank has received an image that you have transmitted, you agree to retain the check in safekeeping in a secure environment for at least fourteen (14) calendar days from the date of the image transmission. After fourteen (14) days, you agree to destroy the check that you transmitted as an image, mark it “VOID” or otherwise render it incapable of further transmission, deposit, or presentation. Image quality is reviewed by the Bank after submission; however, if the receiving bank does not accept the image, you may be required to present the original check for payment. During the time the retained check is available, you agree to promptly provide it to the Bank upon request. The Bank assumes no liability for losses you may incur if the receiving bank does not accept your image and you are unable or unwilling to present the original check for payment. You agree that you will never present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Deposit Limits – The Bank may establish limits on the dollar amount and/or number of items or deposits from time to time that you make via the Services. If you attempt to initiate a deposit in excess of these limits, the Bank may reject your deposit. If the Bank permits you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and the Bank will not be obligated to allow such a deposit at other times. There is currently no daily dollar limit. There is currently no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded. Daily and monthly deposit limits may vary for users of other services provided by the Bank.

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

Errors – You agree to notify the Bank of any suspected errors regarding items deposited through this Service right away, and in no event later than sixty (60) days after the applicable Bank account statement is sent. Unless you notify the Bank within sixty (60) days, such statement regarding all deposits made through this Service shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

Errors in Transmission – By using this Service you accept the risk that an item may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such interception or misdirected items or information disclosed through such errors.

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

Image Quality – Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image of an item transmitted to the Bank using this Service must be legible, as determined in the sole discretion of the Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established under Regulation CC and otherwise from time to time by the Bank, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. The Bank accepts no liability and makes no guarantee that its image standards will be acceptable to other banks when presented for payment.

Your Representations and Warranties – You represent and warrant to the Bank:

- You have the authority to enter into this agreement and perform its obligations hereunder and all information supplied by customer to the Bank is accurate and true;
- You will provide all reasonable assistance to the Bank in providing the Service set forth herein;
- You and any authorized users will only use this Service for lawful purposes and in compliance with all applicable rules and regulations and with the Bank's reasonable instructions, rules, policies, specifications, terms and conditions, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party;
- You have only transmitted acceptable items for deposit and has handled the original items following transmission to the Bank as agreed to or directed by the Bank and in accordance with applicable law;
- You are a person authorized to enforce each item or is authorized to obtain payment of each item on behalf of a person entitled to enforce an item;
- The items have not been altered;
- Each item bears all applicable endorsements in a restricted format as directed by the Bank;
- All the warranties set forth in and subject to the terms of 4-507 of the Uniform Commercial Code as adopted in the State of Colorado, and as may be modified from time to time, as well as any other applicable section thereof;
- The electronic image portion of each item accurately and legibly represents all of the information on the front and back of the original check as of the time the original check was truncated, the information portion of the item contains a record of all applicable micr-line information required for a substitute check, and the item conforms to the technical standards for an electronic item as specified by the Bank from time to time;
- You will submit only one accurate and clear image of the front and back of each item to the Bank only one time;
- You will not deposit the original item and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper, or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid;
- The amount of an item, and such other information contained in such item which is accurate and complete.

You agree that these representations and warranties shall be true and correct as of the date of each item and that the submission of each item to the Bank for processing shall be an acknowledgement of each such representation and warranty as of that date.

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

Compliance with Law – You will use the Services for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations, including the sanctions laws administered by OFAC and the Bank Secrecy Act.

Cooperation with Investigation – You agree to cooperate with the Bank in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through this Service in your possession and your records relating to such items and transmissions.

Termination – The Bank may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by the Bank. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use this Service for any unauthorized or illegal purposes or you use this Service in a manner inconsistent with the terms of your Deposit Terms and Conditions or any other agreement with the Bank.

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

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

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

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

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

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

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

Customer Service – Bank and any of its third party service providers are the developers of these Services. If you have any questions, complaints or claims with respect to the Services, you may contact us by:

- Telephone First Pioneer National Bank at (Wray) 970-332-4824 or (Holyoke) 970-854-2227, or
- Email us using the secure email through our website at www.fpnbank.com, or
- Write First Pioneer National Bank at PO Box 96, Wray, CO 80758, or PO Box 27, Holyoke, CO 80734.

Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Any litigation under this agreement shall be resolved in the district courts of Yuma or Phillips County, State of Colorado.

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

Entire Agreement – This Agreement constitutes the entire agreement between you and FIRST PIONEER NATIONAL BANK regarding the subject matter herein and supersedes existing agreements and all other related communications, written or oral, regarding the subject matter herein.