

Online Banking Agreement

ALAMOSA STATE BANK ONLINE BANKING AGREEMENT (Online Banking, Mobile) AND DISCLOSURE

Alamosa State Bank Online Banking Agreement and Disclosure ("Agreement") is the contract which covers your and our rights and responsibilities concerning the Online Banking Service, offered to you by Alamosa State Bank. The Online Banking Service permits you to electronically initiate account transactions involving your accounts and communicate with Alamosa State Bank. This Agreement and Disclosure describes the Electronic Funds Transfer (EFT) services and the terms for using them. Please read and retain with your records.

In this Agreement, the words "you", "your" and "yours" mean those who request and use Alamosa State Bank Online Banking Service (also known as Online Banking and/or Mobile Banking for mobile access) any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we," "us," and "our" mean Alamosa State Bank. The word "account" means any one or more accounts you have with Alamosa State Bank. By requesting and using Alamosa State Bank Online Banking Service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

ALAMOSA STATE BANK ONLINE BANKING SERVICE

Our Internet address is <https://www.alamosastatebank.com>

Account Access. Once you have enrolled for the Online Banking Service, you may use your personal computer or mobile device to access your accounts. You must use your Password to access your accounts. Verification is required on your first login and each time your device is not recognized by entering a one- time passcode furnished to you by Alamosa State Bank. The Online Banking Service is normally accessible seven (7) days a week, twenty-four (24) hours a day with the exception of short periods for scheduled maintenance and/or upgrades. Use of this service requires a personal computer or approved mobile device connected through an Internet or mobile service provider and with a web browser to the Internet (WorldWideWeb). You are responsible for the installation, maintenance and operation of any software and your computer. Alamosa State Bank will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or your computer. If you are not personally enrolled in our Bill Payment Service, you may enroll at any time by clicking on the Bill Pay Tab within your Internet banking or Mobile Device, and you agree to the terms and conditions and fees for the Bill Pay service.

Types of Transactions. At the present time, you may use for Alamosa State Bank Online Banking Service to:

- Transfer funds between your checking, savings and loan accounts.
- Transfer funds to accounts you may own at other financial institutions within the United States.
- Review account balances, transaction history and tax information for any of your checking, savings or loan accounts.
- Download your account information to Quicken or QuickBooks financial management software program, Comma delimited file or an Excel spreadsheet.
- Change username or password.
- Make bill payments to a person or business (payee), review bill payment history and make scheduled bill payment changes if you have separately applied for the Bill Payment Service.
- View your monthly statements through E-statements, (18 months of stored history).
- Communicate with Alamosa State Bank using your mobile device and PC to request Address change, request a copy of a check, order an ATM card, update your information.

Mobile Banking transactions are currently limited to:

viewing balances, transferring funds, paying bills, schedule a transfer. The past 180 days of history can display. Limitations may be restricted further for older mobile devices or “flip” phones.

Transfer and Service Limitations. The following limitations for Alamosa State Bank Online Banking Service transactions may apply in using the services listed above.

A. Transfers. There is a limit on the number of transfers from your savings accounts if they are made in person, by ATM, or by mail. Transfers from savings accounts will be limited to three (3) free withdrawals per month. A .50 cent service charge applies after the 3 allowed. Federal Regulations limit transfers from your savings accounts to no more than six (6) transfers per month or statement cycle. This includes pre-authorized or automatic transfers, telephone agreements check, draft, debit card or similar order. You may transfer or withdraw up to the available balance in your account. Alamosa State Bank reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance or otherwise require us to increase our required reserve on the account.

B. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to our Funds Availability Policy.

C.E-Mail and Secure Messaging. You may use secure messaging in the Message Center or e-mail to send messages to us. Messaging may not, however, be used to initiate a transfer on your account, a Password change or a stop payment request. We may not immediately receive your message communications that you send and we will not take action based on secure messaging or e-mail requests until we actually receive your message and have a reasonable opportunity to act. If you need to contact Alamosa State Bank immediately regarding an unauthorized transaction or stop payment request, you may call the Bank at the telephone number set forth in the Liability for Unauthorized Access section.

SECURITY OF PASSWORDS. Access to your accounts requires utilization of a Password. Your Password is confidential and issued only to you. Your Password should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. You may change your Password at any time by logging into the Alamosa State Bank Online Banking system. You agree not to disclose or otherwise make your Password available to anyone not authorized to sign on your accounts. If you disclose your Password to another person, whether it is intentional, accidental, or negligent action, you are responsible for any such action. If you fail to maintain the security of the Password and the Alamosa State Bank suffers a loss, we may terminate your Alamosa State Bank Online Banking Service and account services immediately. You waive all present and future claims against the Alamosa State Bank and release the Alamosa State Bank from all responsibility for loss or damage not caused by the Alamosa State Bank's negligence which you might incur through unauthorized transactions of any kind from your account(s) through the custody or use of your Member Number and/or Password.

LIABILITY FOR UNAUTHORIZED ACCESS. You are responsible for all transfers and bill payments you authorize under this Agreement. If you permit other persons to use your Alamosa State Bank Online Banking Service or your Password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Password or accessed your accounts through the Alamosa State Bank Online Banking Service without your authorization. Telephoning is the best way of keeping your possible losses down.

Also, if your statement shows an Alamosa State Bank Online Banking Service transfer(s) that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty days (60) if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe that unauthorized access has occurred or someone has used your Password or has transferred or may transfer money from your account without your permission, call Alamosa State Bank at: (719)589-2564 or (888) 589-2564 or write to:

Alamosa State Bank

PO Box 1098

Alamosa, CO 81101

BUSINESS DAYS. Our business days are Monday through Friday, 8:00am-5:00pm MTN excluding federal holidays.

FEES AND CHARGES. There are no charges for using the Alamosa State Bank Online Banking, however there are fees with the Bill Pay Service, the first three (3) months for new ASB Bill Pay users are fee, then a monthly fee of \$5.95 to pay ten (10) bills in one calendar month will be charged. Any fees applicable to your accounts with Alamosa State Bank as set forth on the Alamosa State Banks' Fee Schedule will apply. From time to time, the charges may be changed. We will notify you of any changes as required by law.

PERIODIC STATEMENTS. Transfers, withdrawals and bill payments transacted through Alamosa State Bank's Online Banking Service will be recorded on your periodic statement. Additionally, through the Alamosa State Bank Online Banking Service, you can view all your recent savings, checking and loan transaction activity at any time.

ACCOUNT INFORMATION DISCLOSURE. We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers and bill payments.
- To verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant.
- To comply with government agency or court orders.
- If you give us your written permission.
- As otherwise permitted by law.

ALAMOSA STATE BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, Alamosa State Bank will not be liable:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- If you used the wrong Password or you have not properly followed any applicable computer, Internet Access or Alamosa State Bank user instructions for making transfer and bill payment transactions.
- If your computer fails or malfunctions or Alamosa State Bank's Online Banking Service was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process, such as garnishment, levy, attachment or other claim.
- If you have not given Alamosa State Bank complete, correct and current instructions so Alamosa State Bank can process a transfer or bill payment.
- If the error was caused by a system beyond the Alamosa State Bank's control, such as your Internet Service Provider.
- If you fail to notify us of any inaccuracy in any merchant list that has been set up on your account or if you receive notice from a merchant or institution that any payment you have made through the Bill Payment Service remains unpaid and you fail to notify us promptly of that fact.
- If the payee was a merchant or institution that you are not permitted to designate.

TERMINATION OF ALAMOSA STATE BANK ONLINE BANKING SERVICE. We may terminate this Agreement and your use of Alamosa State Bank Online Banking Service if you or any authorized user of your account or Password breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or Password.

You or any other party to your account can terminate this Agreement by notifying us by phone or in writing. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

NOTICES. Alamosa State Bank reserves the right to change the terms and conditions upon which this service is offered without prior notice to you. If required, Alamosa State Bank will mail notice to you before the effective date of any change, as required by law. Use of Alamosa State Bank Online Banking Service is subject to existing regulations governing your accounts and any future changes to those regulations.

BILLING ERRORS. In case of errors or questions about your Alamosa State Bank Online Banking Service transactions, telephone us at the phone number or write to us at the address set forth above in the Liability for Unauthorized Access section as soon as you can.

- Tell us your name and account number.
- Describe the transaction 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 ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the funds during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days. If a notice of error involves an electronic fund transfer that was initiated in a foreign country or occurred within thirty (30) days after the first deposit to the account was made, the applicable time period for action shall be ninety (90) calendar days in place of forty-five (45) calendar days.

ENFORCEMENT. You agree to be liable to Alamosa State Bank for any liability, loss or expense as provided in this Agreement that Alamosa State Bank incurs as a result of any dispute involving your accounts or services. You authorize the Bank to deduct any such liability, loss or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing

party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, or any post-judgment collection actions, if applicable.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of where you opened your account, and the Bylaws of Alamosa State Bank as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation or rule, the terms of this Agreement will prevail to the extent any such law, regulation or rule may be modified by agreement between us.