



# Online Banking Agreement and Disclosures

## 1. INTRODUCTION

This Agreement and Disclosure for accessing your accounts at 1st Bank Yuma via Online or Mobile Banking is provided for your information. Please read it carefully as it pertains to your accounts and electronic services we offer.

For purposes of this Agreement, the following definitions apply: The terms "WE", "US", "OUR", and "BANK" refer to 1st Bank Yuma; "YOU" and "YOUR" refers to both consumer and business account owners; Online or Mobile Banking is the Internet-based service providing access to your account(s); Time of day references are to U. S. Arizona Time; Business days are Monday through Friday, excluding holidays.

The first time you access your 1st Bank Yuma account(s) through Online or Mobile Banking confirms your agreement to abide by the terms and conditions of this Agreement and acknowledges your receipt and understanding of this disclosure. We may change the terms or amend this Agreement from time to time without notice or as otherwise provided by law. Online or Mobile Banking can be used to access certain 1st Bank Yuma accounts. Each of your accounts is governed by the applicable account disclosure statement in your Truth in Savings Disclosure, (prior receipt of which you acknowledge).

This Agreement will be governed by, and interpreted in accordance with federal law and regulations and to the extent that there is no applicable federal law or regulations, by the laws of the State of Arizona. To the extent permitted by applicable law, you agree that any legal action regarding the Agreement shall be brought in the county in which the bank is located.

## 2. HOW TO REACH US

### Business Days

Main Office - Normal business days and hours are Monday through Thursday, 9:00 AM to 5:00 PM, and Friday 9:00 AM to 6:00 PM, excluding holidays.

Midtown Branch - Normal business days and hours are Monday through Thursday, 9:00 AM to 4:00 PM, and Friday 9:00 AM to 6:00 PM, excluding holidays.

Fortuna Branch - Normal business days and hours are Monday through Thursday, 9:00 AM to 4:00 PM, and Friday 9:00 AM to 5:00 PM, excluding holidays.

San Luis Branch - Normal business days and hours are Monday through Thursday, 9:00 AM to 4:00 PM, and Friday 9:00 AM to 6:00 PM, excluding holidays.

Nogales Branch - Normal business days and hours are Monday through Friday, 9:00 AM to 4:00 PM, excluding holidays.

See "Locations" Tab for additional branch information.

## Contact Us

You may contact us at (928) 783-3334 or toll free at 1-866-384-3226 during normal business hours; visit us at the branch or write to us at 2799 S. 4th Avenue, Yuma, AZ 85364; or by e-mail at [mainoffice@1stbankyuma.com](mailto:mainoffice@1stbankyuma.com). If you send 1st Bank Yuma an electronic message, we will be deemed to have received it on the following business day. 1st Bank Yuma will have a reasonable amount of time to act on your e-mail. E-mail is not a secured environment, so please do not send account information or transaction information.

### **3. KEEPING YOUR ACCOUNT CONFIDENTIAL**

For your protection, we recommend that you frequently change your Password to access Online or Mobile Banking. You agree to hold your Password and Logon Name in strict confidence and you will notify us immediately if your Password or Logon Name is lost or stolen. As a precaution, it is recommended that you memorize your Password and Logon Name and do not write either one down. Passwords should not be easy to guess; for example, do not use your children's or pet's names, birth date, addresses or other easily recognized identification related to you. We also recommend that you do not have your browser remember your password. You should also protect your computer or mobile device from being compromised by keeping your operating system and browser software up-to-date as well as other industry standard security practices to protect your computer or mobile device.

You further agree not to allow anyone to gain access to Online or Mobile Banking or to let anyone know your Password used with this service. You agree to assume responsibility for all transactions to the limits allowed by applicable law. 1st Bank Yuma will not be responsible for any loss due to breach in the above security procedures.

To guard against unauthorized use of your Logon Name and Password, Online or Mobile Banking disables the Password indefinitely on the third attempt until you contact us for support and you are properly identified.

Contact 1st Bank Yuma IMMEDIATELY if you believe your Password, Logon Name, ATM Card, VISA Check Card, or Personal Identification Number (PIN) has been lost or stolen or if you have identified any unauthorized Electronic Funds Transactions (EFT) on your current statement viewed Online or your monthly printed statement. In addition to protecting your Password and Logon Name, you should also protect your personal identification information, such as your Driver's License, Social Security Number, etc. This information, alone or together with information on your account, may allow unauthorized access to your account and/or allow identity theft. It is your responsibility to protect your personal information with the same level of care that you protect your account information. WE WILL NEVER ASK FOR YOUR PIN NUMBER OR PASSWORD.

### **4. ELECTRONIC BANKING DISCLOSURE**

## Account Access

Online or Mobile Banking is an internet-enabled service provided to our customers. By using Online or Mobile Banking with your personal Password and Logon Name, you are able to:

- Make account inquiries
- Check account balances
- Transfer funds between your checking, savings and money market account
- Access your current account history and E-Statements
- Check loan balances
- Make payments to your loan from your account at 1st Bank Yuma
- Download account history into personal financial management software

Available services may be added or cancelled at any time. We will update this Agreement to notify you of the existence of new services. By using these services when they become available, you agree to be bound by the rules contained in this Agreement. You can use Online or Mobile Banking seven days a week, 24 hours a day. However, from time to time some or all of Online or Mobile Banking services may not be accessible due to system maintenance.

## Limitations on Fund Transfers From Money Market and Savings Accounts

Pursuant to federal regulations, you are limited to the number of certain transactions you can make on your Savings and/or Money Market Accounts.

For Savings Accounts you may make no more than six (6) transfers to another account or to a third party by pre-authorized, online transfers, automatic transfers, telephone transfers, fax requests, voice response requests, and ACH (Automatic Clearing House - electronic transactions) per month.

For Money Market Accounts, you may make no more than six (6) transfers to another account or to a third party by pre-authorized, online transfers, automatic transfers, point of sale (POS), telephone, fax requests, voice response requests, and ACH, per statement cycle. Online transfers are transactions between accounts initiated through Online or Mobile Banking. Telephone transfers are transfers between accounts initiated by a personal telephone call. Preauthorized withdrawals are transfers made according to a specific agreement between a customer and us or another party (i.e. insurance premiums, health club dues, etc.). Check access refers to any checks you write on your Money Market Account.

## Documentation

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account. If you currently receive a quarterly statement, when conducting online transactions you agree that we may change your statement frequency to monthly to comply with federal regulations. If you have chosen to receive your statement electronically, that is how it will be made available to you via Online or Mobile Banking.

## Account to Account Transfers

If you have established two or more deposit accounts with 1st Bank Yuma and use the online transfer feature provided as a convenience to you, it is believed to be in good faith by an

authorized person. A transfer made in a session that ends before 8:30 PM (Mountain Time) from any eligible account shall be made from collected funds and shall be available for withdrawal from the account into which the transfer is made as of the next business day.

#### Our Liability for Failure to Make Transfer

1st Bank Yuma agrees to make reasonable efforts to ensure full performance of Online or Mobile Banking. We will be responsible for acting only on those instructions sent through Online or Mobile Banking, which are actually received, and cannot assume responsibility for malfunctions in communication facilities not under our control, which may affect the accuracy or timeliness of messages you send. 1st Bank Yuma is not responsible for any losses incurred should you give incorrect instructions, or if your transfer instructions are not given sufficiently in advance to allow for timely processing.

Any information you receive from 1st Bank Yuma or other information providers is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. 1st Bank Yuma is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information; or for any investment or other decision made using this information.

Neither 1st Bank Yuma nor other information providers are responsible for any computer virus or related problems, which may be attributable to services provided by your internet access provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing Online or Mobile Banking. We will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

Except as otherwise provided in the 1st Bank Yuma Responsibility section below, and in the absence of negligence on the part of the Bank, neither the Bank, any other Information Provider, nor any other Software Supplier is responsible for any direct, indirect, special, incidental, or consequential damages arising in any way out of the use of Online or Mobile Banking.

#### 1st Bank Yuma's Responsibility

1st Bank Yuma will be responsible for your actual losses in the event they were directly caused by our failure to:

- Complete an Electronic Funds Transfer as properly requested.
- Cancel an Electronic Funds Transfer as properly requested.

We will not be responsible for your losses if:

- Through no fault of 1st Bank Yuma, you do not have sufficient funds in your account to make the transfer.
- Through no fault of 1st Bank Yuma, the transaction would have caused you to exceed your available credit.
- Circumstances beyond our control (i.e. fire, flood, power outage, technical, or equipment failure, etc.) prevent the transfer, despite reasonable precautions that we have taken.

- There is a hold placed on the funds in your account, or if access to your account is blocked in accordance with banking policy.
- Your funds are subject to legal process or other encumbrance restricting the transfer.
- Your transfer authorization terminates by operation of law.
- You believe someone has accessed your accounts without your permission and you fail to notify us.
- You have not properly followed the instructions on how to make a transfer included in this Agreement.
- We have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- We believe that unauthorized use of your Password or Account has occurred, or if you default under this Agreement, the Deposit Account Agreement or any other agreement with us, or if you or we terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct transactions that have been processed.

#### In Case of Errors or Questions About Your Electronic Transfers (Personal Accounts Only)

In case of errors or questions about your electronic funds transactions, or if you think your statement or receipt is wrong or if you need more information about an EFT listed on your account statement or receipt, contact 1st Bank Yuma at (928) 783-3334 or toll free at 1-866-384-3226, or write to us at 2799 S. 4th Avenue, Yuma, AZ 85364. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared. We will need you to provide 1st Bank Yuma the following information:

- Your name and your account number.
- Describe the error or the EFT you are unsure about, and explain as clearly as possible why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

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

We will tell you the results of our investigation within ten (10) business days (twenty (20) business days if the account is still in its new account period after we hear from you) and will correct any error promptly. If we need more time, we may take up to forty-five (45) days or ninety (90) days if the account is still within its new account period, POS or a foreign transaction to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days if the account is still within the new account period) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

Regardless of the outcome of our investigation, we will send you a written explanation of our findings within three (3) business days after we complete our investigation. That explanation will include a notice of the date and the amount of the item in question. If our investigation reveals that no error occurred and we debit the provisional credit, we will continue to honor any third party checks or pre-authorized transfers for a period of five (5) business days to the extent that they would have been paid if the provisional credit had not been debited.

We will send you a written explanation within three (3) business days following our decision based on our investigation. You may request copies of the documents that we used in our investigation.

#### Liability for Unauthorized Use (Personal Accounts Only)

If you believe that your Password and/or Logon Name (including ATM/POS card or PIN) has been lost, stolen or discovered by an unauthorized person and you notify us within two (2) business days of the loss or theft, you can lose no more than \$50. If you do NOT notify us within two (2) business days after you learn of the loss or theft of your Password, Logon Name, ATM/POS Card or PIN, and we can prove that we could have prevented someone from accessing your accounts via one of the above without your permission, you could lose as much as \$500.

Also, if your statement reflects any EFT's that you did not make or authorize, notify 1st Bank Yuma at once. Failure to notify the Bank within sixty (60) days after the statement was mailed to you may result in zero compensation for any losses you may sustain if 1st Bank Yuma can prove that we could have prevented someone from accessing your accounts(s) if you had notified us in time. If a good reason (i.e. extended trip, hospital stay, etc.) prevented you from notifying the Bank, we will extend the time periods.

If you authorize someone else to use your Password, Logon Name, or PIN, you are responsible for all transactions, which that person initiates at any time, even if the amount of the transaction or number of transactions exceeds what you authorize.

### **5. OFFICE OF FOREIGN ASSET CONTROL (OFAC)**

Under the Bank Secrecy Act, the Bank is prohibited from transacting business with persons or entities listed as "blocked" by OFAC. The official listing is published in the Federal Register and updated from time to time. You agree not to transact business with persons or entities blocked by OFAC.

### **6. FEES AND CHARGES**

There are no fees or charges for accessing your account through Online or Mobile Banking. Other fees as described in your Schedule of Fees and Charges (prior receipt of which you acknowledge) may apply to services you order online.

### **7. OTHER GENERAL TERMS**

Other Agreements

In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to each of your accounts with 1st Bank Yuma, as described in your Truth in Savings Disclosure (prior receipt of which you acknowledge). Your use of the Online or Mobile Banking is your acknowledgement that you have received these agreements and intend to be bound by them.

#### Severability

In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

#### Modifications to This Agreement

1st Bank Yuma may modify the terms and conditions applicable to Online or Mobile Banking from time to time upon mailing or delivering a notice of the modifications to you at the address shown on your account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law.

#### Right to Terminate Agreement

1st Bank Yuma reserves the right to terminate this Agreement and your access to Online or Mobile Banking in whole or in part, at any time.

This Agreement will remain in effect until it is terminated by you or 1st Bank Yuma.

You understand that you may cancel this Online or Mobile Banking Agreement at any time by notifying 1st Bank Yuma at 2799 S. 4th Avenue, Yuma, AZ 85364.

#### Governing Law

This Agreement is governed by the laws of the State of Arizona, bank regulations, and applicable federal laws.

#### 1st Bank Yuma Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, 1st Bank Yuma, or by internet browser providers, or by internet access providers, or by online service providers, or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, Online or Mobile Banking, or internet browser or access software.

Please print a copy of this Online or Mobile Banking Disclosure and Agreement and retain for your reference. If you would like for us to mail you a copy, please call (928) 783-3334 or toll free at 1-866-384-3226 during normal business hours, or email us at [mainoffice@1stbankyuma.com](mailto:mainoffice@1stbankyuma.com).