

Southwest Capital Bank Alerts Terms and Conditions

Alerts. Your enrollment in Southwest Capital 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 Southwest Capital 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. Southwest Capital 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 Southwest Capital 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 31727 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Southwest Capital Bank Online Banking. For help with SMS text alerts, text "HELP" to 31727. In case of questions please contact customer service at 505-247-7922. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

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

Southwest Capital Bank Online Internet Banking Terms and Conditions Agreement

This Agreement describes your rights and obligations as a user of the Online Banking Service or the Bill Payment Service ("Service" or "Services"). It also describes the rights and obligations of Southwest Capital Bank. Please read this Agreement carefully. As an authorized account holder you must abide by the terms and conditions of this agreement, and those provided to you at account opening, in order to use this Service.

CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

By selecting the "I Accept" button below, you are (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with Southwest Capital Bank for the provision of certain Online Banking Services, may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the Services may also be in electronic form.

You are also acknowledging receipt of the following information and agree that:

We may provide you with this Agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into and are entering into an agreement electronically that will govern all future transactions you conduct using the Service.

We may provide you revisions and amendments to the Agreement and such other information, (including but not limited to information under Regulation E and under other applicable banking or financial services laws or regulations in connection with the Service), electronically as a part of the Agreement or otherwise as a part of the Services. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Service, we only provide these documents electronically.

You have a right at any time to withdraw, without service charges, your consent to receive information electronically. However, because the Agreement and the Information are provided only in electronic format, your withdrawal of consent will terminate all the Services.

If you wish to withdraw consent to receive information electronically, to terminate the Services, or to update your information such as a change of address, or email address, you may call Southwest Capital Bank at (505) 247-7922, or send a letter to:

Southwest Capital Bank

Attention: Online Banking

P.O. Box 25127

Albuquerque, NM 87125

You are able to access information that is provided in the same manner as the information and Services via the Internet.

DEFINITIONS

The following definitions apply in this Agreement:

- Online Banking is the Internet-based service providing access to your account(s) under the terms set forth in this Internet Banking Terms and Conditions Agreement.
- Online Account is a Southwest Capital Bank account from which you will be conducting transactions using this Service.
- Password is a series of numbers and/or letters that you select after the initial sign-on that establishes your connection to Online Banking
- Business Day refers to Monday through Friday, 8:30 a.m. to 5:00 p.m. MT, excluding holidays as determined by Southwest Capital Bank. All Online transaction requests received after the Business Day, or on a non-Business Day, will be processed immediately, but will not post to accounts until the following Business Day after checks processed during nightly processing.
- Time of Day refers to Central Standard Time.
- We, Us, Our, or Southwest Capital Bank refer to Southwest Capital Bank, which offers the Services provided under this Agreement and holds the accounts accessed by the Services.

ACCESS TO SERVICES

Southwest Capital Bank will provide online instructions describing how to use the Online Banking Service or Bill Payment Service. To gain access to this Service you will need your Access ID and your Password.

HOURS OF OPERATION

The Services are generally available 24 hours a day, 7 days a week, except during special maintenance and upgrade periods, which are scheduled between 1:00 a.m. to 6:00 a.m. CST Thursday, and 1:00 a.m. to 6:00 a.m. CST Monday.

USE OF YOUR SECURITY PASSWORD

The safety of our customers' accounts and account information is of paramount importance to Southwest Capital Bank. We go through great lengths to protect confidentiality and the security of your account, and urge you to do the same. You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions initiated through the Services with your Southwest Capital Bank User-ID, up to the limits allowed by applicable law. While Southwest Capital Bank continues to provide our customers with the level of online security we believe necessary and appropriate, customers who share their User-IDs and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. No Southwest Capital Bank representative will ever call and ask for your Access ID or User Password.

LOST OR STOLEN PASSWORDS

If your Password has been lost or stolen, call Southwest Capital Bank immediately at (505) 247-7922, during business hours. Telephoning is the best way of minimizing your losses. You may also restore the security of your Service by immediately changing your Password. If you believe your Password has been lost or stolen and you notify us within two Business Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your Password to conduct unauthorized electronic funds transfers without your permission. If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password to conduct unauthorized electronic funds transfers without your permission if you had told us, you could lose as much as \$500.00.

BANKING TRANSACTIONS WITH ONLINE BANKING

In addition to viewing account information, you may use Online Banking to conduct the following transactions:

- Transfer funds between your linked checking, savings, money market, and loan accounts.
- Initiate Bill Payments

NOTE: Because regulations require Southwest Capital Bank to limit pre-authorized transfers (including Online Banking transfers), the following limitations apply:

Statement Savings Account—you can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer, or by Online Banking.

Money Market Savings Account—You can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer or by Online Banking, and no more than three (3) of these may be by check, draft or debit card.

New services may be introduced for Online Banking from time to time. Southwest Capital Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

STATEMENTS

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account. If your statement shows transfers that you did not make, notify Southwest Capital Bank immediately at (505) 247-7922, or send a letter to:

Southwest Capital Bank

Attention: Online Banking

P.O. Box 25127

Albuquerque, NM 87125

If you do not notify Southwest Capital Bank within sixty (60) days after the statement was mailed to you, you may not recover any money lost after the sixty (60) days which would not have been lost if Southwest Capital Bank has been notified in time.

ERRORS AND QUESTIONS

In case of errors or questions regarding an Online Banking or Bill Payment transactions, you may call Southwest Capital Bank at (505) 247-7922, or send a letter to:

Southwest Capital Bank

Attention: Online Banking

P.O. Box 25127

Albuquerque, NM 87125

We must hear from you at the specified telephone number or address no later than sixty (60) calendar days after we sent you the first statement on which the problem or error appeared. We will need:

- Your name and account number.
- A description of the error or the transfer in question, and an explanation concerning why you believe it is an error or need more information.
- The dollar amount of the suspected error.
- The date on which it occurred.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If more time is needed, however, we may take up to forty-five (45) days to investigate your complaint or question. If this occurs, we will credit your account within ten (10) Business Days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) Business Days from your original contact, we may not credit your account until the investigation is completed.

If your notice of error concerns a transaction that occurred during the first 30 days after the first deposit to the account was made, the applicable time periods are 20 Business Days in place of 10 Business Days and 90 calendar days in place of 45 calendar days.

If we determined that no error occurred, we will send you a written notice within three (3) Business Days. You may request copies of the documents that were used in the investigation.

You agree that Southwest Capital Bank may respond to you by e-mail with regard to any claim of unauthorized electronic fund transfer related to the Service. Any such electronic mail sent to you by

Southwest Capital Bank VISION - The Bank shall be considered received within three (3) Business Days of the date sent by Southwest Capital Bank, regardless of whether or not you sign on to the Service within that time frame.

LIMIT OF Southwest Capital Bank RESPONSIBILITY

Southwest Capital Bank agrees to make reasonable efforts to ensure full performance of Online Banking. Southwest Capital Bank VISION - The Bank will be responsible for acting only on those instructions sent through Online Banking which are actually received, and cannot assume responsibility for circumstances over which the bank has no direct control. This includes but not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send. Southwest Capital Bank is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from Southwest Capital Bank is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. Southwest Capital Bank 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.

Southwest Capital Bank is not responsible for any fees incurred for Internet access, or for any computer virus or related problems that may be attributable to services provided by any Internet access service provider.

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

The limit of Southwest Capital Bank liability shall be as expressly set forth herein. Under no circumstances will Southwest Capital Bank be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

Southwest Capital Bank RESPONSIBILITY

Southwest Capital Bank will be responsible for your actual losses if they were directly caused by our failure to complete or cancel a transfer as properly requested.

However, we will not be responsible for your losses if:

- Through no fault of Southwest Capital Bank, you do not have enough money in your account to make the transfer
- Through no fault of Southwest Capital Bank, the transaction would have caused you to exceed your available credit

- Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken
 - There is a hold on 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 Southwest Capital Bank immediately
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- You have not properly followed the scheduling instructions, included in this Agreement, to make a transfer or the Payee refuses the Service.
 - For the failure of any payee to correctly account for or credit the payment in a timely manner
 - We have received incomplete or inaccurate information from you or a third party involving the account or transfer.
 - For changes to the payee's address or account number (unless you have advised us of the change within three (3) business days in advance).
 - We have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with us, or if we or you 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 shall 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 incorrect transactions that have been processed.

ELECTRONIC MAIL (E-MAIL)

If you send Southwest Capital Bank an electronic mail message through the Service, Southwest Capital Bank will be deemed to have received it on the following Business Day. E-mails will be answered within a reasonable timeframe.

You should not rely on electronic mail if you need to communicate with Southwest Capital Bank immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur).

You agree that Southwest Capital Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Southwest Capital Bank shall be considered received

within three (3) days of the date sent by Southwest Capital Bank, regardless of whether or not you sign on to the Service within that time frame.

ALERTS/MESSAGES

Internet banking alerts allows you to set up automated alert events based on your own criteria to be alerted upon. Alerts may be sent via email or in an online message box within Internet banking, or both. E-mail alerts will be sent to the e-mail address you provide in creating the alert.

Southwest Capital Bank may add or remove types of alerts from time to time.

If you change your e-mail address you are responsible for changing this in the alerts you have already set up.

You agree that alerts may be delayed or prevented for a variety of reasons.

We do not guarantee the delivery or validity of the contents of any alert.

You agree that we shall not be liable for any delays, delivery failure or misdirected delivery of any alert.

You agree that we shall not be liable for any actions taken or not taken by you or anyone else in reliance of an alert.

The bank will never include your password or full account number in an e-mail alert; however you understand that alerts may include your name and some information about your accounts.

Unfulfilled events (events that do not happen) will only remain on the system for 90 days. You will not be notified when they are removed.

Distributed events (events that have happened and have been viewed) will remain on the system for 30 days.

OTHER AGREEMENTS

In addition to this Agreement, you and Southwest Capital Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Southwest Capital Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement. We will automatically deduct any fees related to this Service from your Bill Pay Account each month. All terms and conditions of the disclosures provided to you at account opening, including but not limited to, the Truth in Savings, Regulation E Disclosure, Depositor's Agreement and Terms and Conditions apply to this Service.

MODIFICATIONS TO THIS AGREEMENT

Southwest Capital Bank may modify the terms and conditions applicable to either Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

DISCLOSURE OF INFORMATION TO THIRD PARTIES/ PRIVACY POLICY

A copy of Southwest Capital Bank Consumer Privacy Statement is available upon request at our office, or can be mailed to you upon request by calling the office at (505) 247-7922, or sending a letter to:

Southwest Capital Bank

Attention: Online Banking

P.O. Box 25127

Albuquerque, NM 87125

You can also access our Policy online by clicking on the Privacy Policy icon on the Southwest Capital Bank web site.

INACTIVITY / TERMINATION

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your Online Banking privileges (including the Bill Payment Service) under this Agreement without notice to you for any reason; or if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 180 day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

To cancel the Online Banking and/or Bill Payment Service, you must notify Southwest Capital Bank. Your notification should include your name, address and the effective date to stop the service(s). When Bill Payment is terminated, any pre-scheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment Service will be assessed at the end of your statement cycle. You may notify Southwest Capital Bank by one of the following methods:

By initiating a customer inquiry through our Web Site

By calling (505) 247-7922

By sending a letter to:

Southwest Capital Bank

Attention: Online Banking

P.O. Box 25127

Albuquerque, NM 87125

GOVERNING LAW

This Agreement is governed by the laws of the State of (Any) and applicable federal law(s).

FEE SCHEDULE

Southwest Capital Bank offers the benefits and convenience of the Online Banking service to you at no monthly charge. Account research, stop payment charges and Bill Pay Services will be assessed at the rates published in Southwest Capital Bank Miscellaneous Schedule Fees Brochure and deducted from your Bill Pay Account or another account you hold at Southwest Capital Bank.

These fees are subject to change. Southwest Capital Bank will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.

Last Revised: 05/04/2021

Personal Online Banking Agreement & Disclosure

Definitions

This Agreement applies to your use of Personal Online Banking (the "System"), Bank's Internet banking portal, which permits you to access your accounts with us via the Internet for services selected by you and agreed upon by us. This Agreement applies to all persons that are parties to the accounts. When used in this Agreement, the terms "you" and "your" refer to each depositor on the account(s) accessible by the System, and the terms "us," "we," and "our" refer to 1st National Bank.

Access

The System is a service provided solely for use by our clients. You will need an access ID and password to gain access to your accounts using the System. During enrollment you will create and confirm a password which you will use to gain access to the System, in conjunction with your assigned access

ID. You should protect your password at all times and change it on a regular basis. You agree to keep the password safe and to not record, disclose or make the password available to anyone. Anyone who has access to your password will have full access to your accounts and the services you can perform on the System. You have no ability to limit any such person's authority. If anyone uses your password with your permission (an "Authorized User"), you will be responsible for any transactions performed by that person.

Your Password

For security purposes, you are required to change your password upon your initial login to the System. You determine what password you will use; 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 five unsuccessful attempts to access the System, your access will be revoked. To re-establish your authorization to use the System, you must contact us to have your failed login attempts cleared or to obtain a new temporary password.

Security Information (Our Procedures)

Our System utilizes a comprehensive security strategy to protect accounts and transactions conducted over the Internet. In addition to our login security which incorporates multi-factor authentication (i.e. access IDs, passwords, plus pictures, questions, digital security keys or a personal identification number ("PIN")), we use secure socket layer ("SSL") encryption technology for everything done in the System.

Your browser automatically activates this technology when it attempts to connect to our System and it will support the 128-bit key lengths. Whenever SSL is securing your communications, the browser will typically indicate the "secure session" by changing the appearance of a small padlock icon at the bottom of the screen from open to locked. Your communications are encrypted from your browser to our servers at all times, so no unauthorized party can read the information as it is carried over the Internet. Additionally, our servers have been certified by a "Certificate Authority" to assure you that you are actually talking to our servers instead of someone pretending to be us.

There is a 10-minute default time limit on any screen, regardless of the keystrokes that you use. Under the default time limit, if 10 minutes elapse without you doing anything on the screen, then you will be taken back to the login screen where you will be prompted to re-enter your access ID and password.

Data transferred through the System is encrypted in an effort to provide transmission security. The System utilizes identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other.

You agree that these procedures are a commercially reasonable method of providing security against unauthorized payment orders or other transactions and that these procedures are not for detection of errors. We reserve the right to change any process from time to time to implement new measures that are recommended in the industry to respond to new or increased threats.

Security Information (Your Obligations)

You understand the importance of your role in preventing misuse of your accounts through the System, and you:

- Agree to promptly examine any statement you receive or that we make available to you for each of your accounts in a timely manner;
- Agree to protect the confidentiality of your account, and expressly assume responsibility for any transaction conducted by an Authorized User or any Losses that result from the actions (or inactions) of you or an Authorized User;
- Understand that certain identification information by itself or together with information related to your account may allow unauthorized access to your accounts;
- Acknowledge that, notwithstanding our efforts to ensure that the System is secure, the Internet is inherently insecure and that transmission of electronic mail occurs openly on the Internet and can potentially be monitored and read by others;
- Understand and acknowledge that we cannot and do not warrant that email transmitted to and from us, will not be monitored or read by others;
- Understand and agree that we are not responsible for any electronic virus or viruses that you may encounter;
- Agree to routinely scan your computers and diskettes using a reliable virus detection product to detect and remove any viruses, but understand and acknowledge that there are certain viruses, malware, etc., which may not be detectable by commercially available software and agree that the Bank shall have no liability for any such intrusions, except as otherwise set forth herein;
- Agree to install, maintain, update and utilize industry standard security products that are appropriate for you, including, without limitation, firewalls, anti-virus protection software, anti-spyware protection, operating systems and applications with the latest patches, and a browser product that indicates the web site you are on; and

- Agree to comply with the password requirements set forth herein, as such password requirements may be changed from time to time, and to employ reasonable steps in selecting, maintaining, and protecting passwords and other codes and access devices related to the System, the services and your accounts.

Lost or Stolen Password

If you believe your password has been lost or stolen, or someone has transferred money or may transfer money from your account without your permission, you should notify us immediately. Calling us at 1.999.999.9999 is the best way of minimizing your potential losses; however, you may write to us at the address provided under the Contact Information section of this Agreement. You could lose all the money in your account (plus your maximum overdraft line of credit, if any).

The following rules established by Regulation E govern your liability unless the laws of the state governing your account impose lesser liability on you.¹ If you tell us within two (2) business days after you learn of the loss or theft of your password, you can lose no more than \$50.00 if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped the unauthorized transactions if you had told us, you could lose as much as \$500.00.

1 If your account is governed by Wisconsin law, the most you can lose if someone used your password without your permission is \$50.00.

Also, if your statement shows transfers that you did not make, including those made by use of your password or other means, and you do not tell us within sixty (60) days after the statement was made available to you, you may not get back any money you lost after the sixty (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 periods.

Hours

The System is available 24 hours a day, seven days a week for purposes of electronic transactions, and our business days are Monday through Friday, excluding holidays as determined by us. All transaction requests initiated through the System and received after 7:00 p.m. (Central Standard Time) Monday through Friday will be processed the next business day. Any transactions initiated on non-business days, or holidays will be processed the next business day.

System Services

You can use the System to perform any of the following:

- Transfer Funds between accounts
- View & download account information
- View and print statements
- View images of paid items and deposit tickets
- Elect to receive eStatements

- Setup mobile banking parameters
- Initiate bill payments
- Communicate with us via e-mail
- Place stop payment orders on checks

Transfer Limitation

Under federal regulations, you may not make more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals, per month from a savings or money market deposit account that you maintain with us to another account you maintain with us or to a third party by means of a preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order made by you and payable to third parties. Each electronic fund transfer initiated through the System from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each month.

Bill Payment Service; PopmoneySM Payments Service; Account-to-Account (“A2A”)SM Transfer Service

Using the System, you may access the Bill Payment Service, the PopmoneySM Payments Service, and the Account-to-Account (“A2A”)SM Transfer Service (collectively, the “Payment Services”). The Payment Services allow you to initiate and receive payments electronically (the Bill Payment Service can be used to initiate payments only) from and to your account(s) with us. Your use of the Payment Services is governed by this Agreement as well as a separate agreement that will be made available to you through the System prior to your initial use of the Payment Services. In the event that any term or condition of this Agreement conflicts with a term or condition of the separate agreement, the term or condition of the separate agreement shall control.

Cancel a Pending Electronic Funds Transfer

You may cancel or change a pending electronic fund transfer that was initiated in the system by selecting the transfer and changing or deleting the amount and date fields. The instruction to cancel or change the transfer must be completed by 7:00 p.m. If the change is not made by that time, we may process the transaction.

Confirmation of Preauthorized Electronic Fund Transfers (Deposits)

If you have arranged to have electronic deposits made to your account from the same payor at least once every sixty (60) days, you can find out if your deposit has been received through the System or by calling 1.999.999.9999.

Notice of Varying Preauthorized Electronic Fund Transfers (Withdrawals)

If your recurring electronic payments may vary in amount, the person or company you intend to pay should tell you, ten (10) days before each electronic payment, the date the payment will be made and how much it will be. The person or company that you are paying may choose to give you the option to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set. You should contact the person or company you are paying with any questions about these notices.

Stop Payment Orders

You may place stop payment orders on checks using the System. When placing a stop payment order, you agree to indemnify us and hold us harmless for all losses incurred by us due to our refusal to pay the check. You acknowledge that, under the law, there are some situations where a check can be enforced against you even though you ordered us to stop payment. In such instances, we will not be liable to you for refusing to enforce your stop payment order. We will not have a duty to stop payment until you have given us the number, the exact amount of the item and the name of the payee. In addition, we must have had a reasonable opportunity to act on your stop payment order prior to the earlier of our payment of it or one hour after the opening of the next business day after the business day we received it. The information we require you to submit in connection with your stop payment order must be exactly correct to enable our computer system to match the payment to be stopped to your stop payment order.

A stop payment order on a check is effective for six months unless you renew the notice in writing within that time, in which case the stop payment order will be effective for an additional six month period. At our option, we may continue stop payment orders beyond these time periods unless cancelled by you. Stop payment orders received after regular banking hours or on a holiday shall be deemed received at the opening of business on the next business day.

If we pay an item despite your timely stop payment order, the following rules will apply: (a) you will have to prove to us that you have suffered a loss and, if so, the amount of the loss; (b) we will be able to enforce any rights that the original payee or any other person who held the check had against you; (c) we will not re-credit your account until you prove your loss and we are satisfied that we are required by law to do so; and (d) if we re-credit your account, you agree to sign a statement describing the dispute with the payee or other holder of the check, to transfer to us all of your rights against the payee or other holder of the check, and to assist us in legal action taken against that person. A stop payment order will be released only upon written request from the account owner who authorized the stop payment order to be placed.

Overdrafts

When you schedule an electronic funds transfer using the System, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your funds transfer from your account on the date we process your instruction. Each instruction to us to withdraw or transfer funds from your account is an order to us to make the payment from that account at that time or on a later date, if any, indicated in the instruction. We may charge payments you instruct us to make to your account even though the charge creates an overdraft, or we may refuse to make the payments if the charge creates an overdraft. If you overdraw your account, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that account rather than this Agreement.

Fees

If you submit a stop payment request to us, we will charge your account the fee for such service specified on our current fee schedule, as amended from time to time.

Statements

Your System account activity will appear on the account statements we make available to you. We will make available to you an account statement each month in which an electronic fund transfer is made to or from your account. If there are no transfers in a particular month, you will receive your account statement at least quarterly.

In Case of Errors or Questions About Your Electronic Transfers

Telephone us at (505) 247-7922, write us at PO Box 25127, Albuquerque, NM 87125 or email us at support@southwestcapital.com 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 made available to you the FIRST statement available on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer in question, and explain why you believe it is an error or why you need more information.
3. The dollar amount of the suspected error.
4. The date on which it occurred.

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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days 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 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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.

Limitation of Liability

We will be liable to you for damages proximately caused by our failure to make a properly requested electronic fund transfer, in accordance with the terms and conditions of this Agreement, in the correct

amount or in a timely manner. Notwithstanding the foregoing, unless required by law, we will not be liable to you if:

*The error results from any malfunctions of your browser, Internet service provider, computer, computer virus or other problems relating to the computer equipment you use with the Internet service, including, without limitation, your inability to access Internet service or any part of Internet service.

*Through no fault of ours, your account does not contain sufficient collected funds to make the transfer.

*The money in your account is subject to legal process or other encumbrances restricting the transfer.

*The transfer would go over the credit limit on your overdraft credit plan, if any.

*The transfer system was not working properly and you knew about the breakdown when you started the transfer.

*An act of God or circumstances beyond our control (such as fire or flood) prevent the transfer or use of Internet service despite reasonable precautions that we have taken.

*Incomplete or inaccurate information is forwarded to us by you or through an automated clearinghouse.

*You have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a bill payment.

*You have not properly followed the instructions for using the Internet service.

*Your operating system is not properly installed or functioning properly.

If any of the circumstances listed above should occur, we will assist you with reasonable efforts in taking appropriate corrective actions to reprocess the transactions that may not have been completed or to correct any incorrect transactions that may have been processed. Unless otherwise required by law, our sole responsibility for an error directly caused by us in transferring funds will be to correct the error. In no case will we be liable for any indirect, special, incidental or consequential damages in connection with or in any way related to Internet service.

Other Limitations

Access to accounts through the System will be limited to inquiry only for the following account ownership types: Guardianship, Conservatorship, Representative Payee, and Custodial. Trusts accounts where the trustees do not have ownership of the account may also be limited to inquiry access only.

Other Agreements

In addition to this Agreement, the terms and disclosures you received at the time your accounts were opened with us remain in full force and effect. In the event of a conflict between this Agreement and any other account rules and agreements that apply to your accounts, this Agreement shall control.

We may change your System status to inactive if you do not sign on to the service or have any transaction scheduled through System during any consecutive ninety (90) day period. If your account is considered inactive, you must contact us to have the System activated before you could use the service again.

Disclosure of Information to Third Parties

We may disclose information to third parties about your account or the transfers you make, as permitted by law, including, without limitation: where it is necessary for completing or tracing transfers or resolving errors or claims; to verify the existence and condition of your account for a third party, such as a credit bureau or merchant or other financial institution; to comply with court orders or other legal process; to comply with subpoenas, summonses, search warrants or requests from government agencies; to other companies affiliated with us; to others with your consent; and whenever required by law.

System Support

You understand that some support and services relating to the System, are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service.

Termination

We may modify, suspend or terminate your privilege of using the System and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate Internet service, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. Any one person who can use the account accessible with Internet service may terminate Internet service. Termination shall not affect the rights and obligations of the parties for transactions made with the Internet service before we have had a reasonable time to respond to your termination request. Your termination of your Internet service will automatically terminate any pending transfers and payments.

Amendments

We reserve the right, at our sole discretion, to amend this Agreement or change the services provided to you pursuant to this Agreement at any time. Unless an immediate modification or change is necessary to ensure the security of the services or your accounts with us, we will send you notice to the mail address or e-mail address for you reflected in our records at least twenty-one (21) days before the effective date of any modification or change if required by law.

Contact Information

You can contact us by one of the following methods:

1. By initiating an e-mail through the System
2. By calling (505) 247-7922, 8:00 a.m. to 5:00 p.m. Monday through Friday (Mountain Standard Time)

3. By writing a letter and sending it to us at the following address:

Southwest Capital Bank

ATTN: Electronic Banking Services Team

P.O. Box 25127

Albuquerque, NM 87125