

# Community State Bank Online Privacy Policy, Terms & Conditions

The Community State Bank "CSB Mobile Banking App," "Bank+," "Card+," and "Debit Card+" Application (hereinafter referred to as the "CSB Mobile Banking App(s)," Policies, Terms, and Conditions are provided by Community State Bank (hereinafter as "CSB, "we," "us," or "Bank") in connection with the CSB Mobile Banking App service (the "Service," or "App") offered by Community State Bank, and describe the types of information that we (directly or indirectly through our service providers) collect in connection with offering the Services.

Your initial use of the Services in connection with your account(s) at the Bank constitutes your acceptance and agreement to be bound by all the terms and conditions set forth. Such initial use acknowledges your receipt and understanding of CSB Mobile Banking Apps Terms and Conditions.

1. The CSB Mobile Banking Apps are only available for the debit cards issued by Community State Bank that you register within the App.
2. The CSB Mobile Banking Apps alerts and controls you set through its use may continue to apply, even if you delete the App or remove it from your mobile device. Please contact the Bank to discontinue the alerts and controls.
3. The CSB Mobile Banking Apps periodically collects, transmits, and uses geolocation information to enable features that prevent fraudulent card use and send alerts, but only if the End User expressly authorizes the collection of such information. Geolocation information can be monitored on a continuous basis in the background only while the Solution is being used or not at all, depending on the End User's selection. End-Users can change their location permissions at any time in their device settings.
4. Certain functionality within the App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
5. The CSB Mobile Banking Apps may enable access to the Bank and third parties' services and web sites, including GPS locator websites, such as Google. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
6. To the extent the App allows you to access third-party services, the Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case, and without notice or liability.

7. You agree to accept responsibility for learning how to use the CSB Mobile Banking Apps in accordance with the online instructions and agree that you will contact us directly if you have any problems with the Apps. The Service may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all mobile devices.

**8. The CSB Mobile Banking Apps may not work unless you use it properly.** You accept responsibility for making sure that you understand how to use the App, and that you always use it in accordance with any online instructions. You also accept responsibility for making sure that you know how to properly use your Wireless Device. From time to time we may change, upgrade, or add new features to the Service. In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the App. We will not be liable to you for any losses caused by your failure to properly use the App or your Wireless Device.

**9. Relationship to Other Agreements:** You agree that when you use The CSB Mobile Banking Apps, you will remain subject to the terms and conditions of all your existing agreements with us and our service providers. You also agree that you will continue to be subject to the Terms and Conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.), and that this document does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations, and restrictions that might impact your use of the Service (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the Service, including while downloading the App, receiving or sending text messages, or other use of your Wireless Device when using the App or other products and services provided by the Bank), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services and that your mobile service carrier is not the provider of the Service. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with the App, you will contact us directly by calling us at (719) 336-3272 or visiting either one of our branches.

**10. Account Ownership/Accurate Information:** You represent that you are the legal owner of the accounts and other financial information that may be accessed via the CSB Mobile Banking Apps. You represent and agree that all information you provide to us in connection with the Service is accurate, current, and complete and that you have the right to provide such information. You also agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree that we and our service providers may send you, by SMS text message, e-mail, and other methods, communications relating to the App (with an opportunity to opt-out), including without limitation welcome messages, information, and requests for information relating to the use of the App and other relevant Bank services. You agree to use the App carefully, to keep your password confidential and secure and not share it with others, to check your statements and transactions regularly, to report any errors to us promptly by calling us at (719) 336-3272.

**11. User Conduct.** You agree not to use the CSB Mobile Banking Apps or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patents, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the App to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer

protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Service; (i) interfere with or disrupt the use of the Service by any other user; or (j) use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

**12. Service Limitations.** (a) Neither we nor any of our service providers can always foresee or anticipate technical or other difficulties related to the CSB Mobile Banking Apps. These difficulties may result in loss of data, personalization settings, or other Service interruptions. (b) Neither we, nor any of our service providers assume responsibility for any disclosure of account information to third parties, the timeliness, deletion, mis-delivery, or failure to store any user data, communications, or personalization settings in connection with your use of the Service. (c) Neither we nor any of our service providers assume responsibility for the operation, security, functionality, or availability of any Wireless Device or mobile network that you utilize to access the Service. (d) You agree to exercise caution when utilizing the App on your Wireless Device and to use good judgment and discretion when obtaining or transmitting the information. (e) Information and transaction information available via the App may differ from the information that is available directly through your Online Banking Account on our website. The information available directly through our website may not be available via the App, may be described using different terminology, or may be more current than the information available via the App, including but not limited to transaction information. The method of entering instructions via the App also may differ from the method of entering instructions through our website. We are not responsible for such differences, whether or not attributable to your use of the App. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

**13. Changes or Cancellation.** You may cancel your participation in the Service by calling us at (719) 336-3272. We reserve the right to change or cancel the Service at any time without notice. We may also suspend your access to the Service at any time without notice and for any reason including but not limited to, your non-use of the Service. You agree that we will not be liable to you or any third party for any modification or discontinuance of the Service.

**14. Use of Data.** We, and our service providers, will use information you provide for purposes of providing the Service and to prepare analyses and compilations of aggregate customer data that does not identify you (such as the number of customers who signed up for the Service in a month).

**15. Third-Party Beneficiary.** You agree that our service providers may rely upon your agreements and representations in these terms and conditions, and such service providers are third-party beneficiaries to this document, with the power to enforce its provisions against you.

**16. Limitations and Warranty Disclaimers.** We and our service providers disclaim all warranties relating to the Service or otherwise in connection with this document, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose, and non-infringement. Neither we nor our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive, or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or our service providers, as applicable, have been advised of, or have reason to

know of, the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

17. **Limitation of Liability.** You acknowledge and agree that from time to time, the Service may be delayed, interrupted, or disrupted for an indeterminate amount of time due to circumstances beyond our reasonable control, including but not limited to any interruption, disruption, or failure in the provisions of the Service, whether caused by strikes, power failures, equipment malfunctions, Internet disruption or other reasons. In no event shall we or our affiliates, or service providers, or the employees of each, be liable for any claim arising from or related to the Service that is caused by or arises out of any such delay, interruption, disruption, or similar failure.

18. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflicts of law provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

19. **Privacy.** For additional information on our privacy policy, your rights, and to opt-out, please refer to our **Bank Privacy Policy** located at <https://csb-lamar.com/wp-content/forms/PrivacyNotice.pdf>

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