Five Star Bank

Digital Banking Agreement
Effective 09/28/2026

You should read this Digital Banking Agreement in its entirety before clicking "I Accept" to accept the terms and conditions set forth below. You can print and/or save a copy of this Agreement for your records by clicking the Print link above.

This Agreement governs "you" or "your" agreement with Five Star Bank for use of FSB Digital Banking and your ability to use the Digital Services, as further outlined below. When you use, access or permit anyone else to use or access FSB Digital Banking or use the Digital Services, you agree to the terms and conditions of this Agreement.

If you have any questions concerning this Agreement or the Digital Services, please call our Customer Call Center at (877) 226-5578 or email us at customerservice@five-starbank.com.

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1. GENERAL DESCRIPTION OF THE AGREEMENT

A. Scope of the Agreement

This Agreement between you and FSB governs your use of certain online products, services, applications, or software that we may make available to you through FSB Digital Banking (collectively, the "Digital Service(s)"). Our Digital Services, may include but are not limited to:

- Up to 18 months of complete Account transactional detail and history
- Images of monthly Account statements if enrolled in e-Statements
- Transfers between your Accounts at FSB
- External transfers from/to an External Account
- Mobile Check Deposit (Mobile Application only)
- Secure Message via FSB Digital Banking
- Secure File Transfers
- Payments to loans you have at FSB
- Check reorders
- Stop Payments
- Bill Payments

B. Definitions

a. Agreement - refers to this Digital Banking Agreement.

b. Administrator - refers to a user of Digital Services who is an authorized signer on behalf of a Business Customer and who is able to create Sub-User Administrators and edit and monitor those Sub-User Administrators.

c. Alert(s) - refers to email, voice, SMS Text Message or Secure Message you may choose to enroll in to receive security, Account or transactional activity information based on criteria you set. You choose which Alert you wish to receive and the method in which you wish to receive it (i.e. email, voice, etc.).

d. Bill Pay - refers to the service which allows you to make one-time, future-dated, and/or recurring payment transactions from an Eligible Account to companies, merchants, individuals or other Eligible Account(s).

e. Business Day - refers to every Monday through Friday, excluding Federal holidays.

f. Business Customer - refers to anyone other than a Consumer who maintains an Eligible Account at FSB with respect to which the Digital Services is requested primarily for business purposes. For purposes of this Agreement, a municipal customer of FSB is considered a Business Customer.

g. CardSwap® - refers to the Digital Service that allows you to add or swap your Payment Card used to make payments thereby making payments from a single funding account.

h. Consumer - refers to a natural person who maintains an Eligible Account at FSB and who uses the Digital Services primarily for personal, family, or household purposes.

i. Payoff Amount - for loan Accounts, refers to the closest estimate of the current amount required to pay the loan in full that is available through FSB Digital Banking. This amount may include unpaid fees or finance charges, but may include discharge fees, termination fees, or deferred closing costs. The final determination of the amount due is reflected in your loan agreement and may be provided upon request. To order an official payoff statement to close your loan, please contact us directly.

j. Cut Off Time - refers to transactions initiated before 3:00 p.m. on a Business Day except when related to transactions between FSB deposit Accounts or a loan payment which refers to transactions initiated before 7:00 p.m.

k. Due Date - refers to the date reflected on your Payee statement for which the Bill Payment is due. It is not the late date or grace period.

l. Eligible Account(s) or Account(s) - refers to any one of your FSB account(s) to which we may allow access through the Digital Services under this Agreement. Only a checking Account may be eligible for Bill Payment privileges.

If a Business Customer or a Sub-User Administrator desire features of the Digital Services that allow you to initiate Bill Payments, transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account. When using the Digital Services, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Digital Services.

m. e-Statements - refers to statements that are presented electronically rather than in paper form. Consumer and Business Customers can view, print and download e-Statements within FSB Digital Banking if they are enrolled to receive e-Statements.

n. External Account - refers to an account that is at another financial institution.

o. Fee Schedule - refers collectively to FSB"s Consumer Fees, Business Fees or Account specific disclosures.

p. FSB, we, us, or our - refers to Five Star Bank and any agent, independent contractor, service provider, sub-contractor, licensor, designee, or assignee that Five Star Bank may involve in the provision of the Digital Services.

q. FSB Digital Banking - refers to financial services, products and features available now or in the future to Consumer and Business Customers through FSB Online, FSB Mobile or any other digital channel that FSB supports now or in the future.

r. FSB Online - refers to financial services, products and features available now or in the future in traditional online banking performed on a desktop computer, laptop or tablet.

s. FSB Mobile or Mobile Application - refers to financial services, products and features available now or in the future accessed using a Mobile Device.

t. Funding Account(s) - refers to a FSB checking Account that is linked to your Payment Card for use with CardSwap®.

u. Funds Transfer - refers to the service whereby Consumer and Business Customers can give instruction for an electronic transaction in order to move money to and/or from certain Eligible or External Account(s). Funds Transfers can be set up to be one-time, future-dated, and/or recurring transaction(s). This feature is accessible in the Move Money menu under Transfer Funds.

v. Instruction - refers to the order provided by you for a Funds Transfer, Loan Payment, Bill Pay and Wire Transfer Requests.

w. Joint Accounts - if the Eligible Account(s) added to the Digital Services are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your password are authorized unless we have been provided with reasonable notice by you to cancel the Digital Services. In some cases, if your Eligible Account(s) require two signatures for withdrawal, we may grant view-only privileges to your Eligible Accounts through FSB Digital Banking.

x. Mobile Check Deposit or MCD - refers to the service that allows you to deposit checks through the Mobile Application to any deposit Account by using the camera on your Mobile Device to capture images of paper checks and transmitting them to FSB for processing.

y. Mobile Device - refers to a mobile phone, tablet or other electronic equipment which connects to the Internet either through wi-fi or through a data plan furnished by a cellular carrier.

z. Payee - refers to the person or entity to which you wish a bill payment to be directed through Bill Pay, CardSwap® or is the person or entity from which you receive electronic bills.

aa. Payee Account Information - refers to information necessary to access your account on a Payee Site (such as account usernames and passwords).

bb. Payee Sites - refers to Payees" websites and online services they offer.

cc. Payment Card - refers to FSB Consumer, World, Health Savings Account, Business Debit Card or your FSB Consumer Credit Card.

dd. Secure Message / Secure File Transfer - refers to the feature within FSB Digital Banking that allows you to securely send and receive a message with FSB. This feature also allows you to attach a file in a variety of file formats and send it securely to FSB.

ee. Security Procedure - refers to any identification, pre-notification, or other security procedure established by the Bank or it(s) agents and in effect at the time to verify that any Instruction given to the Bank is actually being given by the Customer or its agent(s).

ff. Service Provider - refers to any agent, licensor, independent contractor or subcontractor that FSB may utilize for any reason relating to this Agreement and the Digital Services contained in this Agreement.

gg. Stop Payment - refers to stopping payments on checks that you have written and have not yet been cleared by us.

hh. Sub-User Administrator(s) - refers to any individual that has been granted authority by an Administrator of a Business Customer to access and use the Digital Services on behalf of the Business Customer.

ii. Text Banking - refers to the Digital Service in which you can receive information related to your Accounts and transfer between your Accounts by sending specific commands from your Mobile Device.

jj. Trust and Estate Account - refers to Accounts that are established by a trustee or estate representative on behalf of a trust or estate proceeding. Trust and Estate Accounts will have view only access within FSB Digital Banking and will not have the ability to perform transactions.

kk. Wire Transfer Request - if authorized, refers to an Instruction provided by you to initiate a wire transfer using FSB Digital Banking.

ll. You and your - as used within this Agreement, "you" and "your" refer to the person enrolling in the Digital Services, owner of the Eligible Accounts, as well as any Sub-User Administrator that such person allows, subject to the parameters of multiple user access as set forth within the Digital Services.

C. Relation to Other Agreements

Your Eligible Accounts will continue to be subject to any other agreements for the Accounts which may have been previously executed by you or which we may provide to you in the future. You should refer to those agreements and disclosures for any restrictions, fees or other terms relating to your use of those Accounts.

D. Fees

There are some Digital Services offered through FSB Digital Banking which may incur a charge, such as Stop Payments. All fees for any of the Digital Services that may incur a charge are listed on your applicable Fee Schedule. Your Fee Schedule can be found at www.five-starbank.com/resources/forms

2. GENERAL TERMS OF USE OF DIGITAL SERVICES

A. System Requirements

In order to have an optimal digital experience, we recommend the following system requirements on your devices:

• Computers should use either Microsoft Windows 10 or Mac OS X 10.10 or later versions.
• Mobile devices should run on the following operating systems: Android 5.x or later, iOS 12.x or later.
• Internet connection should have a minimum of 1 Mbps download speed.
• Supported browsers; Microsoft Edge, Mozilla Firefox, Apple Safari (Apple/Mac users only) or Google Chrome.
• We recommend the use of the most recent version of Adobe Reader available for desktop and mobile devices.

• The use of satellite connections may exhibit slow system responses as they may have difficulty supporting secure HTTPS applications.

B. Enrollment Requirements

To enroll in FSB Digital Banking to utilize the Digital Services:

• You must have an Eligible Account with FSB;
• You must be a resident of the United States or its possessions;
• You must have a computer, tablet or smart phone with a supported Internet browser;
• You will need Internet access through an Internet service provider;
• You will need access to a printer and/or storage medium such as a hard drive for downloading information or printing disclosures;
• You will need an email address for the delivery of electronic notices and disclosures; and
• You will need to be able to view PDF documents

Prior to enrolling in our Digital Services and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Digital Services and to retain a copy of this Agreement. Geographic restrictions may apply to your use of FSB Digital Banking.

If we revise hardware and software requirements, and if there's a material change that may impact your ability to access the Digital Services, we will give you advance notice of these changes and provide you an opportunity to cancel the Digital Services and/or change your method of receiving electronic disclosures (i.e. change to paper format vs. an electronic format) without the imposition of any fees.

C. Enrollment Process

You must complete the enrollment process for FSB Digital Banking to use the Digital Services. You can enroll by going to www.five-starbank.com and selecting the Login button, then click on Enroll - Personal or Enroll - Business link, whichever is appropriate for you. The enrollment process involves completing a secure online form that we will use to verify your identity. Upon verification, you will be taken through the first-time login process.

a. If you are enrolling for Consumer Account(s), you will be able to view Digital Services immediately after verification.
b. If you are enrolling for Business Customer Account(s), you will need to contact us directly at the phone number listed on the first page of this Agreement to complete enrollment.

D. Password Responsibility

When you accept the terms and conditions of this Agreement, you agree not to give or make available your password or other means to access your FSB Digital Banking to any unauthorized individuals. You are responsible for all transfers and Bill Payments you authorize using the Digital Services. If you permit other persons to use the Digital Services, your password, or other

means to access your FSB Digital Banking, you are responsible for any transactions they authorize.

If you believe that your password or other means to access your FSB Digital Banking has been lost or stolen or that someone may attempt to use the Digital Services without your consent or has transferred money without your permission, you must notify us at once by calling the phone number listed on the first page of this Agreement. You can also contact us by sending a Secure Message through FSB Digital Banking.

If you or your Authorized Users disclose your password to anyone, and/or if you allow someone to use your password to access your FSB Digital Banking, you are authorizing them to act on your behalf and you will be responsible for any use of the Digital Services.

There may be other security related notices posted on our website or FSB Digital Banking from time to time. It is your responsibility to read all security notices.

E. Internet Security

Login IDs and Passwords - One of the main security features protecting the Digital Services is the unique combination of your login ID and password. During the enrollment process, you will be asked to create a unique login ID and password to gain access to the Digital Services. Your access to FSB Digital Banking will be automatically locked after three unsuccessful login attempts within a 24-hour time frame. You may reset your password online or you may contact us at the phone number listed on the first page of this Agreement for assistance.

You are responsible for maintaining the confidentiality and security of all login IDs, passwords, account numbers and any other security or access information you have for FSB Digital Banking. Therefore, you should treat it as you would any other sensitive personal data.

• You should carefully select a password that is difficult to guess
• You should not use passwords based on your name, address or other personal information
• Special characters are required and are used to increase security
• Do NOT use dictionary words
• Keep your password confidential
• Memorize your password and do NOT write it down
• Do not reuse your password on other applications
• Use passwords that are at least 8 characters in length
• You should also change your password occasionally, such as every ninety (90) days
• A password should be changed immediately if you suspect that your password has been compromised. This can be done at any time from Security Options within the Settings menu after you login to FSB Digital Banking.

F. Certificate Authority

The servers hosting FSB Digital Banking have been certified by a certificate authority to assure you that you are accessing FSB Digital Banking instead of another site pretending to be us. If you are using an older browser, such as Internet Explorer version 7 or older, you will see that the certificate authorities key may have expired; you will need to update your browser. By clicking on the lock in the address bar of Internet Explorer or an older browser, you can view the certificate to ensure it's valid. We recommend retiring the use of Internet Explorer and using one of the many alternative browsers in existence today, such as Google Chrome or Safari.

G. Cookies

During your use of FSB Digital Banking, our Digital Banking Service Provider will pass encrypted cookies to your computer to identify it during each session. These cookies are required to use the full suite of Digital Services and help enable platform functionality, allow multiple transactions without requiring repeated login, and provide an additional level of security for FSB Digital Banking.

These cookies do not contain personal information and are stored on your computer's hard drive only while you are logged in. When you log out, close your browser, or turn off your machine, the cookies are destroyed. New cookies are used for each session, so prior cookies cannot be used to access your account.

H. Additional Security Guidelines

You should sign-off after every FSB Digital Banking session; however, Consumer sessions will automatically end after thirty (30) minutes of inactivity and Business Customer sessions will automatically end after sixty (60) minutes of inactivity. This is to protect you in case you accidentally leave your computer unattended after you login.

The security of public computers or hotspots (i.e. in a library, or Internet cafe) cannot be assured; therefore, we recommend that you refrain from accessing the Digital Services on a public computer.

Routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or spyware may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit sensitive data to another third party or transmit a virus to other computers.

Use a firewall product (hardware and/or software), especially if you have a wireless or a broadband Internet connection such as DSL or cable modem.

Keep your computer's operating system and browser fully patched for critical security issues. We recommend use of the most current, supported and fully patched, versions of Internet browsers for accessing the Digital Services.

I. Commercial Reasonableness of Security Procedure

You agree that the Bank's Security Procedure, as defined in this Agreement, is commercially reasonable, that the Bank's reliance on the Security Procedure follows commercial standards of fair dealing, and that the Bank acts in good faith when it accepts a transfer request, payment order, debit entry, or any other transaction instructions in reliance on the Security Procedure.

J. Enrolling in e-Statements

The e-Statement feature within FSB Digital Banking is for enrolling and unenrolling in e-Statements for Accounts you select. Depending on what type of Account you have, you may be charged a fee for not enrolling in e-Statements. Please refer to your Account specific agreements and/or disclosures, including your Account Fee Schedule for any applicable fees.

To enroll, go to View Statements within the Online Services menu on FSB Digital Banking. Once you enroll in e-Statements you will receive e-mails to the e-mail address that you provided during e-Statement enrollment. Each statement cycle you will receive an e-mail providing instructions on how to view your Account e-Statement(s).

For Joint Accounts, the first Account owner that enrolls the Account in e-Statements controls the delivery method for the Account. If another Account owner would like to receive an e-Statement to a different e-mail address, the first Account owner that enrolled the Account in e-Statements must add an additional recipient to receive e-Statements. The first Account owner that enrolled the Account in e-Statements is the only person who can add or delete additional recipients. All joint Account owners may receive paper statements as an alternative. Please contact our Customer Call Center at the phone number listed on the first page this Agreement for assistance. For Trust and Estates Accounts, an Executor, Executrix or a Trustee is able to enroll in e-Statements.

At any time, you can view, print or download your e-Statements if you are enrolled in this feature by going to the View Statements tab on the Online Services menu within FSB Digital Banking. If you select the View Statements tab on the Online Services menu and you are not enrolled in this feature you will be asked to enroll.

It is important to keep your e-mail address current. We will attempt to deliver your Account statement(s) electronically three (3) times. If after three (3) attempts your e-Statement is not delivered, we will print and mail your Account statement(s) to the address we have on file. You will also be automatically converted to paper statements until you re-enroll in e-Statements using a current e-mail address. Only statements you begin to receive electronically after enrolling will be viewable within FSB Digital Banking. All past statements you received via paper will not be reflected within FSB Digital Banking. Please refer to your Account specific agreements and/or disclosures, including your Account Fee Schedule for any fees that may apply if you are converted from electronic to paper statements.

At any time, you can unenroll in e-Statements by going into View Statements within the Online Services menu and deselect each account you would like to unenroll in the Documents and Settings tab. You can also send a Secure Message through FSB Digital Banking requesting to be unenrolled in e-Statements. You must be the Account owner that enrolled the Account in e-Statements to terminate enrollment.

3. DIGITAL SERVICES

A. Stop Payment

The Stop Payment feature within FSB Digital Banking is only for stopping payments on checks that you have written and have not yet been cleared by us. You agree to provide us with accurate and complete information when requesting a Stop Payment within FSB Digital Banking. FSB shall not be liable for any inaccurate or missing information or if FSB has not had a reasonable time to act prior to the check clearing. This feature is accessible in the Online Services menu and provides a means to place a Stop Payment on a check you have written. A Stop Payment request must be received at least three (3) business days prior to the scheduled date of the transfer in order to be processed.

Stop Payments within FSB Digital Banking cannot be used to cancel any other payments such as any transfers or Bill Payments.

A complete Stop Payment is only effective for six (6) months after the date received by FSB and will automatically expire after that period unless renewed by you. FSB does not guarantee the ability to cancel or stop any payment.

There may be a fee charged to your Account for using the Stop Payment feature. Please refer to the applicable Account Fee Schedule for additional information, which can be found on our website https://www.five-starbank.com/resources/forms or contact our Customer Call Center at the phone number listed on the first page of this Agreement.

B. Check Reorder (Consumer Accounts only)

The check reorder feature within FSB Digital Banking will redirect you to our check provider's website and gives you the ability to directly order checks or other banking instruments. This feature is accessible in the Online Services menu and is for Consumer Accounts only. At the time of purchase, you will be presented with the cost associated with the check reorder.

C. Contact Information Updates

You can request updates of your contact information through FSB Digital Banking. You must provide the information requested through FSB Digital Banking to identify the contact information or account records you wish to update.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to; name, address, phone numbers, and e-mail address(es).

D. Secure Messaging, including Secure Files

The Secure Messaging feature within FSB Digital Banking will allow you to securely send a message to FSB regarding your Account(s) or send a question you may have. This feature is accessible in the Message menu. The Secure File transfer feature provides a means for you to forward files to FSB in a secure manner.

E. Text Banking

Text Banking allows you to opt-in to receive information related to your Accounts and transfer between your Accounts. This option is found on the Online Services Menu. You will need to enroll your mobile phone number and agree to receive alerts from FSB. You will be able to see the list of mobile carriers that work with Text Banking on the enrollment page. You will be directed to your Account preferences where you will need to enable each Account that you would like to enroll in Text Banking and establish a four-letter nickname for each one.

Once completed you are then able to text the following commands to 226563 to obtain the information;

Text Command	Action
BAL or BAL <four letter account nickname>	Receive Account balance (if no Account nickname is included, the balances of all enabled Accounts will be listed)
HIST <four letter account nickname>	Receive Account history
XFER <four letter account nickname> <TO four letter account nickname> <dollar amount>	Transfer funds between Accounts
LIST	Receive a list of available text commands
HELP	Receive a list of contact points for information on Text Banking
STOP	Stop all Text Banking messages to the Mobile Device

Message and data rates may apply as assessed by your mobile service provider. If you send a text message from outside the United States, you may incur additional roaming fees from your mobile service provider.

F. Alert Options

FSB Digital Banking offers both automated security Alerts and general Alerts.

a. Security Alerts are set to keep your Accounts safe and alert you when certain changes to your Account occur, such as your password is changed, your login ID is changed, or a change was made to your user profile.
b. General Alerts include Account Alerts, History Alerts, Online Transaction Alerts and Reminders based on criteria conditions set by you.

You can select which delivery method you would like to receive your Alerts;

i. Email - An email notification is sent when the criteria conditions you set are triggered.
ii. Voice - A phone call is sent from our banking system when the criteria conditions you set are triggered.
iii. SMS Text Message - A text message is sent when the criteria conditions you set are triggered. You will be required to acknowledge any new or edited SMS Text Alerts configured by responding "START" to the enrollment text message you receive upon completion of your delivery preferences.
iv. Message and data rates may apply.
v. Push Notification - this is also known as an app notification to your Mobile Device. To receive notification this way you must configure the settings within your Mobile Device to receive push notification from the FSB Mobile App.
vi. Secure Message Only - All Alerts are always delivered via Secure Message within FSB Digital Banking just in case you miss or fail to receive an email, phone or text alert.

Security Alerts and Alerts for transactions that have been initiated on your Accounts through FSB Digital Banking are in real time. All other Alerts are based on when the transaction is processed, which may be during nightly processing. This means you may get some Alerts you have requested as late as the next Business Day after the transaction has occurred.

To stop receiving or to modify the criteria for any Alerts, you can login to FSB Digital Banking and change your selections from the Settings Menu. You can also unenroll in all SMS text Alerts by replying STOP to 86434. By texting STOP to 86434 you are stopping all text Alerts you have set up, as well as unenrolling for Text Banking. For additional assistance, please contact the Customer Call Center at the phone number on the first page of this Agreement.

G. Funds Transfers

a. Description of Funds Transfers

Subject to the provisions of this Agreement, Funds Transfers may be used by you or on your behalf to give us Instructions to make one-time transfers, subject to applicable Cut Off Times, or future-dated or recurring transfers of funds from certain Eligible or External Accounts to certain other Eligible or External Accounts, or to change or cancel future-dated or recurring Funds Transfers previously scheduled through FSB Digital Services. Funds Transfers do not include loan payments, which are available through a separate area of FSB Digital Banking and are subject to separate setup, account verification, processing, and payment terms.

b. Limitations, Initiation, Processing, Charging, Changing and Cancellation

You may send multiple Transfers to/from External accounts each day. For security reasons, there are limits on the amount of money that may be sent to/from External accounts. We reserve the right to change or modify these limits at any time for any reason. Certain transfer limits apply to your use of FSB Digital Services. We may modify such limits at our discretion.

The following rules apply to the initiation, processing, charging, changing, and cancellation of Instructions given by you or on your behalf through FSB Digital Banking:

i. Non-recurring Funds Transfers. If an Instruction to make a non-recurring Funds Transfer is received through FSB Digital Banking before the applicable Cut Off Time, the Funds Transfer will be scheduled for the Business Day we receive the Instruction. If the Instruction is received on a non-Business Day or at or after the applicable Cut Off Time, the Funds Transfer will be scheduled for the next Business Day. The Funds Transfer may be charged against the Eligible Account from which it is to be made as early as the day we receive the Instruction. The Instruction may not be changed or canceled.

ii. Future-dated non-recurring Funds Transfers. If an Instruction to make a future-dated non-recurring Funds Transfer is given through FSB Digital Banking, the Instruction must schedule the transfer for a specified date after the day we receive the Instruction. The Funds Transfer will be scheduled for the date indicated in the Instruction unless that date is not a Business Day, in which case it will be scheduled for the next Business Day. The Funds Transfer may be charged against the Eligible Account from which it is to be made as early as the scheduled transfer date. The Instruction may be changed or canceled by the Business Day prior to the scheduled transfer date.

iii. Recurring Funds Transfers. If an Instruction to make a series of recurring Funds Transfers is given through FSB Digital Banking, the Instruction must provide for transfers of equal amounts at a regular frequency and must schedule the transfers to begin and end on specified dates after the day we receive the Instruction. Each Funds Transfer will be scheduled for the date indicated in the Instruction unless that date is not a Business Day, in which case it will be scheduled for the next Business Day. Each Funds Transfer may be charged against the Eligible Account as early as the scheduled transfer date. The Instruction may be changed or canceled by the Business Day prior to the scheduled transfer date.

iv. External Account transfers. To make a non-recurring, future-dated non-recurring, or recurring Funds Transfer to or from an External Account, you must first link the External Account within FSB Digital Banking by providing the account number and routing number. Verification of the External Account will occur through two small micro deposits sent to the External Account to verify the correct External Account information. Funds Transfers do not include loan payments, which are available through a separate area of FSB Digital Banking and are subject to separate

setup, account verification, processing, and payment terms. Funds Transfers to an Eligible Account from an External Account will follow standard ACH processing rules.

H. Loan Payments

a. Description of Loan Payments

Subject to the provisions of this Agreement, loan payments may be used by you or on your behalf to give us Instructions to make payments to certain FSB loan Accounts through a separate area of FSB Digital Banking. Loan payments are not processed through the Funds Transfer feature and may be made from certain internal FSB accounts or External Accounts, if available. To make a loan payment from an External Account, you must separately add and verify the External Account for loan payment purposes, even if that External Account has already been added for Funds Transfers. Loan payments made through FSB Digital Banking are subject to the terms of your loan agreement, applicable payment processing rules, and any additional disclosures presented within the loan payment service.

i. A regular payment for an amount that exceeds the regular payment amount due will be processed.
ii. A regular payment for an amount that exceeds the Payoff Amount due on the present day will not process.
iii. A principal only payment for an amount that exceeds the principal balance due will not process.
iv. A payoff payment may not be future dated.
v. A principal only or escrow payment will not process if the loan is past due.

I. Bill Pay

a. Description of Bill Pay

Bill Pay is a service offered to you to make payments from your Eligible Account to third parties. Bill Pay may be used by you or on your behalf as described in the Electronic Fund Transfers disclosure ("EFT") and are also subject to the provisions of this Agreement.

Any payment from any Eligible Account made through Bill Pay will be made by either a transfer of funds through an automated clearing house to the Payee or the sending of a check to the Payee dependent upon arrangements with that Payee. It is advisable for you to verify with the Payee the address to which the payment should be sent and the period of time required for the posting of the payment.

Through Bill Pay, you may make transfer(s) of up to $25,000 daily. We may prohibit, restrict or limit the use of Bill Pay if we suspect potential or increased fraud or for any other reason. You cannot use Bill Pay to make a payment to a governmental body (for example, a payment of a tax bill), a payment required pursuant to a court order, payments outside the United States, or payments relating to unlawful activity.

b. Initiation, Processing, Charging, Changing and Cancellation

The following rules apply to the initiation, processing, charging, changing and cancellation of Instruction given by you or on your behalf through Bill Pay:

i. The Instruction must provide a Payee that is located in the United States, a payment not pursuant to a court order and a payment that is considered an eligible payment through Bill Pay;
ii. The Instruction may not provide for the payment to be made in other than United States currency;
iii. The Instruction may not provide for the payment to be more than the amount specified in the EFT; and
iv. The Instruction may be changed or canceled until 3:00 p.m. eastern standard time on the date the payment is scheduled to be made.
If an Instruction to make a non-recurring payment is given through Bill Pay:
v. The payment will be scheduled to be made on the day we receive the Instruction except if the day we receive the instruction is not a Business Day or we receive the Instruction after 3:00 p.m. eastern standard time, it will be scheduled to be made on our next Business Day; and
vi. The payment may be charged against the Eligible Account as early as the date we receive the Instruction.

If an Instruction to make a future non-recurring payment is given through Bill Pay:

i. The Instruction must schedule the payment to be made on a specified date on or after the day we receive the Instruction;
ii. The payment will be scheduled to be made on the date indicated in the Instruction, except if Instruction provides for a date that is not a Business Day, the payment will be made the prior Business Day;
iii. The payment may be charged against the Eligible Account as early as the date we receive the Instruction.

If an Instruction to make a series of recurring payments is given through FSB Bill Pay:

i. The Instruction must provide for the payments on a weekly, biweekly, semi-monthly, monthly, quarterly, semiannual or annual basis and must schedule them to begin on a specified date;
ii. Each of the payments will be scheduled to be made on the date the Instruction schedules it to be made, except if the date the payment is scheduled to be made is not a Business Day, the payment will be made the prior Business Day.
iii. Each of the payments may be charged against the Eligible Account as early as the date on which it is scheduled to be made; and
iv. The Instruction may be changed or canceled with respect to any of the payments until 3:00 p.m. eastern standard time on the date on which the payment is scheduled to be made.

J. Send Money

a. Definitions specific to Send Money

i. "Account(s)" means any one of your FSB account(s) to which we may allow access to use Send Money through FSB Digital Banking.

ii. "FSB, we, us, or our" means Five Star Bank and any of Five Star Bank's agents, independent contractors, service providers, sub-contractors, licensors, designees, or assignees.

iii. "Mobile Device" means a mobile phone, tablet or other electronic equipment which connects to the Internet either through wi-fi or through a data plan furnished by a cellular carrier.

iv. "Recipient" means the party to whom the Sender transfers funds.

v. "Sender" means the FSB accountholder that transfers funds to another party through Send Money.

vi. "Send Money" means the person to person service that allows a Sender to send funds to a Recipient.

vii. "Transfer" means an electronic movement of funds from any checking Account at FSB to an account of another party by means of Send Money.

viii. "Transfer Instructions" means the information that you provide when using Send Money.

ix. "Vendor" means the vendor that arranges for person-to-person payments to customers of any U.S. financial institution.

b. Description of Send Money

FSB consumer checking accountholders may send one-time or recurring Transfers to FSB customers or a depositor of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's email address or mobile phone number. You may originate these Transfers by use of a computer or a Mobile Device. To use Send Money, you are providing information to our Vendor from your mobile phone, desktop, laptop, or other computer.

By participating in Send Money, you are representing to FSB that you are the owner, or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from FSB or its Vendor, regarding the Transfers and represent to FSB that you have obtained the consent of the Recipients of your intended Transfers.

Funds may be transferred to any account in the United States as long as the Transfer is legal and allowed by the financial institutions involved.

Unauthorized use of these systems is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. FSB may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

Any Account accessed through Send Money is also subject to the terms and conditions of your Account. You should review the terms and conditions of your Account carefully, as they may include transaction limitations and fees that might apply to your use of the service.

c. Eligibility

Individuals with a consumer checking account with FSB are eligible to use Send Money to send funds to a Recipient. Any individual with an account in the United States that may receive point of sale or Automated Clearing House ("ACH") transactions may use Send Money to receive funds that are transferred by the Sender. Other restrictions and eligibility requirements apply as described in this Agreement or other disclosures. By using Send Money, you represent that you meet these requirements.

d. Transfers

You may make one-time, recurring, or future Transfers from your Account. The Sender provides the Recipient's email address or mobile phone number, and Send Money uses this information to notify the Recipient. A Recipient must accept the Transfer within seven (7) days, or the Transfer will be cancelled and reversed. Upon initiation, funds will immediately be removed from the Sender's Account for the amount of the Transfer. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institution for deposit to the Recipient's account. FSB is not responsible for any failure of another financial institution to timely credit its customer's account. However, the timing of funds received will depend on when the Recipient responds to the email and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution.

You acknowledge and agree that Transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter will help you identify your intended Recipient in the drop-down menu and your transaction history but will not be used to process payments. You must accurately enter the Recipient's email address or mobile phone number since your obligation to pay for the Transfer will not be excused by an error in the information you enter.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E (collectively, the "Rules"). The parties agree to be bound by such Rules as in effect from time to time. In accordance with such

Rules, any credit to an Account shall be provisional until FSB or the third-party institution, which holds the account, has finally settled such credit.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you as Sender are authorized to withdraw funds from the Accounts whose numbers you provide. You authorize FSB, directly or through third parties, to make any inquires considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources.

You authorize FSB to debit your Account to complete the Transfer you request. If you are receiving funds, you authorize the crediting of your Account using card networks or NACHA.

e. Sender Acknowledgment

By using Send Money, you as the Sender, authorize the sending of an email or text message instructing the Recipient how to receive the funds that you are sending. You are further authorizing any Recipient of this message to act on the Instructions to receive the funds you are sending. You acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the email or text message and acts upon the email or text message you provide. Your funds may not reach the intended Recipient because of errors made by the Sender or Recipient and you could lose all the funds. The funds that are credited to the account cannot be recalled by us. If you suspect that you have entered information incorrectly, call us immediately at the phone number listed on the first page of this Agreement and we may be able to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender's Instructions. Furthermore, we may reject any Transfer request and may terminate your use of Send Money for any reason including attempting insufficient funded Transfers.

f. Fees and Limitations on Transfers

You may send multiple Transfers each day. For security reasons, there are limits on the amount of money you can send using Send Money.

Standard Limits include:

i. For customers who have been enrolled in Digital Banking for less than or equal to 60 days, the limit is $500/day, $1,500/week and $3,000/month. The maximum amount of a single Transfer is $500.

ii. For customers who have been enrolled in Digital Banking for more than 60 days, the limit is $1,000/day, $3,000/week, and $5,000/month. The maximum amount of a single Transfer is $1,000.

We may modify the limits on the amount and frequency of Transfers at our discretion, at any time. If you have any questions about your account limits, please contact us at the phone number listed on the first page of this Agreement.

If you have a Savings Account Sweep Agreement, or an Overdraft Protection Line of Credit, transfers may overdraft your Account and may result in a transfer from another Account to cover the overdraft. In any of these situations, an Overdraft transfer fee will be charged, as applicable. You may be denied service for insufficient funds in your Account. You will be responsible for any other transaction fees that apply to your Account.

Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed. Your financial institution may also charge a transaction fee.

g. Issues Affecting the Posting of Transfers

You authorize us to debit your Account to complete the Transfer you request. If you are receiving funds, you authorize FSB to credit your Account using card networks/switches or NACHA.

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate account or card number information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither FSB nor the Vendor is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you are encouraged to pursue resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a point of sale or Automated Clearing House transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an IRA may not allow electronic transfers directly into the Account. We are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

h. Security

If the financial institution contacts us for information regarding a specific transfer initiated by the Sender, and they have adequate tracking information regarding the specific transfer initiated by the Sender, you authorize us to discuss that Transfer and the limited account information you provided relating to that specific transfer. In other instances, we will not share general account information without express consent from the Sender.

K. Limitations and other rules applicable to Funds Transfers, Loan Payments, and Bill Pay

The following limitations and other rules apply to Instructions given by you or on your behalf through Funds Transfers, Loan Payments, and Bill Pay:

a. Your responsibility for Instructions: You will be responsible for and bound by each Instruction provided by you, an Administrator, any Sub-User Administrator or anyone else on your behalf.
b. Prohibition of certain transaction: The Digital Services outlined in this section may not be used by you or on your behalf for any prohibited or unenforceable transaction (for example, an illegal gambling transaction, a purchase of an illegal product or a transaction with an individual, organization or government in which the federal government has imposed economic or trade sanctions), you waive any claim that the transaction should not have been charged against any Account or line of credit account of yours on the grounds that the transaction was prohibited or unenforceable, and you must indemnify us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any claim arising out of the transaction.
c. Any Instruction through Funds Transfers, Loan Payments, and Bill Pay will be subject to the funds being available for withdrawal from the Eligible Account as indicated in the Instruction.
d. For reasons of security, we may refuse to honor any Instruction.
e. We may refuse to honor any Instruction to make a transfer of funds or payment given through Funds Transfers, Loan Payments, and Bill Pay if the Instruction reasonably appears to us to be fraudulent or erroneous.
f. If an Instruction to make a transfer of funds or payment given through Funds Transfers, Loan Payments, and Bill Pay contains an inconsistency in the name and account or other identifying number of an account or Payee, financial institution or other party, we may treat the number as controlling and rely on the number in processing the Instruction.
g. If any Eligible Account is a savings account for purposes of Federal Reserve requirements, there may be no more than six (6) transfer of funds from the Account in any monthly period.
h. You will be responsible for assuring that any Instruction to make a payment given by you or on your behalf through Funds Transfers, Loan Payments, and Bill Pay is given to us in sufficient time for the Instruction to be processed. You are responsible, and we will not be liable, for any consequence for failure to do so (for example, any finance or late charge resulting from the payment being made late). If the payment is to be made by a transfer of funds through an automated clearing house to the Payee, we will need up to three (3) Business Days after receiving the Instruction; or five (5) Business Days if we received the Instruction on a non-Business Day. If the payment is to be made by check, we will need up to seven (7) Business

Days after receiving the Instruction; or up to ten (10) Business Days if we received the Instruction on a non-Business Day.
i. We may refuse to honor any Instruction to make a payment given through Funds Transfers, Loan Payments, and Bill Pay if we deem the Instruction to be a duplicate.

L. Mobile Check Deposit Service ("MCD")

a. Description of Mobile Check Deposit

MCD is designed to allow you to deposit checks to an FSB checking, savings, or money market account by using the camera on your Mobile Device to capture images of paper checks and transmit to FSB for processing. This feature is only available on the FSB Mobile Application.

By using the MCD service, you authorize FSB to convert checks to images or create substitute checks for the purpose of clearing the check.

Only checks as such term is defined in Federal Reserve Regulation CC ("Regulation CC") may be transmitted to us through the MCD service and each check shall be deemed an item within the meaning of Article 4 of the Uniform Commercial Code of New York, as enacted, and as the same may be amended from time to time.

b. Eligibility

Certain checks shall not be permitted to be transmitted to us for deposit through the MCD service, including:

i. Checks payable to any person or entity other than you (third-party checks);
ii. Checks drawn off of a financial institution outside of the United States;
iii. Checks not payable in United States currency;
iv. Checks with an alteration on the front;
v. Checks which you suspect are fraudulent or unauthorized;
vi. Checks previously converted to a substitute check as such term is defined in Regulation CC;
vii. Checks dated more than 6 months prior to the date of your transmission of such check to us;
viii. Insurance claim checks;
ix. Checks which have been previously transmitted to us through the MCD service or remotely deposited in any other financial institution; or
x. Checks prohibited by our procedures for the MCD service or otherwise not acceptable under the terms of your deposit Account.

c. You represent, warrant and covenant to us that:

i. Each check image you transmit to us through the MCD service is, and at all times has been, authentic and not counterfeit, forged or fraudulent;

ii. Each check image you transmit to us through the MCD service is a true and accurate rendition of the front and back of the original check without any alteration and the payor of such check shall have no defense against payment of the check;
iii. The amount, Payee(s), signature(s) and endorsement(s) on each check image you transmit to us through the MCD service and on the original check are legible, genuine and accurate;
iv. You are authorized to enforce and obtain payment of the original check for each check image you transmit to us through the MCD service;
v. The original check for each check image that you transmit to us through the MCD service has not and will not be submitted to payment at any other financial institution;
vi. The original check for each check image that you transmit to us through the MCD service has not and will not be endorsed to any third party,
vii. There are no other duplicate images of the original check for each check image that you transmit us through the MCD service;
viii. You have possession of the original check for each check image that you transmit to us through the MCD service and will retain possession of the check in accordance with the terms set forth in this Agreement.

d. Instructions and Limits

You agree to follow any and all procedures and instructions for use of the MCD service as we may establish from time to time. These procedures include:

i. Each check image accurately captures the front and back of each check, including the amount of the check (both written and numeric), the Payee of the check, the signature of the maker of the check, the check number, the endorsement information, the preprinted information on the check identifying the maker and the paying financial institution, the magnetic ink character recognition line, and any other data and information as is required herein and by Regulation CC and such other applicable laws and regulations governing the payment of checks.
ii. Each check transmitted to us through the MCD service is made payable to you. You will endorse any check transmitted to us through the MCD service by including your signature and the words, "For Mobile Deposit Only". Without the proper endorsement, the processing of your deposit may be refused or delayed. Any loss we incur from an irregular endorsement or other markings by you will be your responsibility.
iii. Upon your receipt of a confirmation from us that we received your check image, you will clearly mark the original check "VOID" and securely store the original check for sixty (60) days. At our request, from time to time, you will deliver the original check to us at your expense within five (5) Business Days. If you fail to deliver the original check to us in a timely manner, the check amount will be reversed from your deposit Account regardless of whether such action may cause your deposit Account to not have sufficient funds and pay associated fees.
iv. Limits to your daily and monthly MCDs apply. To view your limits, please visit your Mobile App for further details on your daily deposit limit.

e. Liability

All checks for deposit transmitted to us through the MCD service are subject to verification and final inspection. You will be liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claims made against us relating to such deposits. We will not be liable for any service or late charges that may be imposed against you due to our rejection of any check that you transmitted to us through the MCD service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your Account due to a check being returned. We may reject any check transmitted though the MCD service in our sole discretion without notice to you and we will not be liable for any such rejection or failure to notify you of such rejection. If any check is rejected by us for deposit through the MCD service, you must physically deposit the original check.

f. Funds Availability

Check deposits made through the MCD service will be credited to your deposit Account in accordance with our Funds Availability Policy, a copy of which was provided to you at Account opening.

g. Fees

We reserve the right to charge fees for the MCD service at our discretion. The use of the MCD service does not constitute an electronic fund transfer under the Electronic Funds Transfer Act (15 U.S.C. 1693 et seq.) and Regulation E.

M. CardSwap® (Consumer Accounts only)

a. Description of CardSwap®

"CardSwap®" allows you to link your FSB Consumer, World, Health Savings Account or Business debit card or Consumer or Business credit card to certain Payees by accessing your accounts on Payee Sites via CardSwap®. CardSwap® allows you to add or swap your Payment Card used to make payments thereby making payments from a single funding account, as that term is defined below.

b. Account Registration and Security

Access to and use of CardSwap® may require you to enroll in the service. You agree to provide true, accurate, current, and complete information about yourself as prompted by the applicable registration or login form, and you are responsible for keeping such information up to date. You are responsible and liable for all activities conducted through CardSwap®, regardless of who conducts those activities. You are responsible for maintaining the confidentiality of your CardSwap® account information, including your username and password. You agree to immediately notify us of any unauthorized use of your CardSwap® account, or any other breach

of security. We are not liable for any loss or damage arising from your failure to protect your username or password.

c. Payee Account Information

In order to use CardSwap®, you will need to link your FSB debit or credit card on Payee Sites to CardSwap® by providing us with your Payee Account Information. You hereby authorize us to use and store your Payee Account Information and to access your accounts on Payee Sites to provide CardSwap® to you and to configure CardSwap® so that it is compatible with the applicable Payee Sites. You represent and warrant to us that you are the legal owner of any accounts on Payee Sites that you access via CardSwap® and that you have the authority to allow us to access your accounts using your Payee Account Information on your behalf.

d. Funding Accounts

If you use CardSwap®, payments will be paid using funds from your designated Payment Card. By initiating a payment through CardSwap®, you authorize us to charge the Funding Account that is linked to the Payment Card you designate to pay such bill. You represent and warrant that you have the right to authorize us to charge the Funding Account for payments you initiate using CardSwap®. You agree to maintain a balance or available credit limit in each specified Funding Account that is sufficient to fund all payments made using the debit or credit card linked via CardSwap®. If for any reason the Payee is unable to access funds from the specified Funding Account to make a payment transaction you initiate (for example, non-sufficient funds, restricted, expired, or closed debit or credit card, exceeding maximum limits of debit or credit card), the transaction may not be completed. We are not responsible for any overdraft fees, over-the-limit fees, or nonsufficient funds fee (including finance charges, late fees, or similar charges) that result from your failure to maintain a balance or available credit in a Funding Account that is sufficient to fund the payments you initiate using the debit or credit card linked via CardSwap®.

e. Limitations

You acknowledge and agree that: (a) some Payees may not allow us to access your account on Payee Sites on your behalf; (b) Payees may make changes to Payee Sites and/or other services, with or without notice to us, that may affect overall performance of CardSwap® and prevent or delay payment to such Payees; (c) certain Payees may not accept payment from all types of funding sources (for example, not all Payee Sites may accept debit or credit cards); and (d) we may, in our sole discretion, impose limits on the number and amount of payments, in aggregate, that you can send using the debit or credit card linked via CardSwap®. If you have any questions about your Account limits, please contact us at the phone number listed on the first page of this Agreement.

When a payment is initiated using the debit or credit card linked via CardSwap®, the Payee is not required to accept it. You agree that you will not hold us liable for any damages resulting

from a Payee not receiving payment made using the debit or credit card linked via CardSwap® for any reason.

f. Payment Delays and Errors

It is your responsibility to review all payment transactions you initiate using the debit or credit card linked via CardSwap® against Account statements you receive from us. You acknowledge that some transactions may take longer to be credited to your account on a Payee Site due to circumstances beyond our control, such as delays in handling and posting payments, errors with Payee Account Information, or errors with funding instructions. You are solely responsible for ensuring that payments made using the debit or credit card linked via CardSwap® arrive by the Payee's Due Date.

You are solely liable for errors you make in using CardSwap®. Without limiting the foregoing, we will not be responsible or liable: (a) if the debit or credit card linked via CardSwap® or linked Funding Account is restricted, expired, closed or does not contain sufficient funds or transaction amount to complete a transaction; (b) if a payment is rejected, returned, mishandled, or delayed by the Payee or us for any reason; or (c) due to (i) any unavailability of CardSwap® for any reason, (ii) fraud or attacks on the Services, or (iii) circumstances beyond our control (for example, fire, flood, third party networks, or any failure by your computer, software, or Internet connection).

g. Unauthorized Transactions

You must notify us immediately if you suspect or believe that a transaction to a "Payee" has occurred using the debit or credit card linked to the Payee via CardSwap® that you did not authorize or that an incorrect amount was authorized. In an effort to manage our risk, we and our Service Providers may, but are not required to, monitor your transactions and processing activity for high-risk practices or for fraudulent transactions.

4. ADDITIONAL DIGITAL SERVICES FOR BUSINESS CUSTOMERS

Additional Digital Services may be available for Business Customers. These features may be subject to additional terms and conditions. Our Digital Services that may be made available to certain Business Customers upon request, include but are not limited to:

- ACH Origination
- Sub-User Administration
- Wire Transfer Requests
- Positive Pay and ACH Positive Pay
- ACH Debit Block Filter
- Remote Deposit Capture
- EDI Reporting

We may add or remove certain features and/or functionality from time to time. Business Customers interested in these services should contact us at the phone number list on the first page of this Agreement for additional information.

A. Administrators and Sub-User Administrators

Business Customer agrees that a duly authorized Administrator will be on the Business Customer Accounts at all times. The individual that enrolls the Business Customer in FSB Digital Banking is the initial Administrator and that person must also be an authorized signer on all Eligible Accounts for the Business Customer. An Administrator can then delegate authority to an individual authorized to transact business on the Business Customer's behalf.

The Business Customer authorizes the Administrator and any designated Sub-User Administrator to have full authority and control over its Accounts through FSB Digital Banking and the ability to utilize all Digital Services available to the Business Customer. The Business Customer agrees that there will be no vacancy of the role of Administrator during their use of FSB Digital Banking. If FSB becomes aware of such vacancy we may suspend all or some of the Digital Services or suspend the ability of any Sub-User Administrator or Administrator listed on the Accounts. However, FSB shall have no obligation to do this and may continue to allow any Administrator or Sub-User Administrator access to FSB Digital Banking and the Accounts.

The Business Customer authorizes us to act on any transaction, instruction, or order by the Administrator or Sub-User Administrator until FSB has received and has had a reasonable time to act upon the written notice provided by the Business Customer reassigning this authority.

B. Wire Transfer Requests

Wire transfers can be initiated using FSB Digital Banking. By entering the necessary details in the electronic form and then submitting the form, you are authorizing FSB to wire funds as instructed on the form and in accordance with the following statements:

a. If the date of the Wire Transfer Request is not a Business Day, or we receive the Instruction after 3:30 p.m. eastern standard time that day, it will be scheduled to be made on the next Business Day;

b. We may, at our sole discretion, impose limits on the number and amount of wires you can send. If you have any questions about your wire limits, please contact us at the phone number listed on the first page of this Agreement.

c. FSB will at all times attempt in good faith to perform the Wire Transfer Request as indicated by you. The Customer agrees that FSB shall not be liable for any loss of any kind whatsoever either directly or indirectly caused by any non-transfer, mis-transfer, or delay in any transfer caused by persons or events beyond FSBs direct control. FSB reserves the right to assess fees for Wire Transfer Requests of funds at any time without further notice to you.

d. You recognize and understand that FSB may be required, in the course of any or all Wire Transfer Requests to pass your funds through one or more intermediary banks (including the Federal Reserve). You agree to indemnify and hold FSB harmless for any loss of funds, which results directly or indirectly from acts or omissions committed by any intermediary bank and/or by FSB. You agree to be subject to all applicable rules and regulations to the extent that FSB is so subject.

e. FSB and/or intermediary banks shall be deemed the agent of you for all purposes and you shall not be liable for the loss, misuse, or other improper handling of funds once the transfer is sent from FSB to the above-named bank.

f. Failure to enforce any rights contained in this Agreement shall NOT be deemed a waiver of the same. If any portion or term of this Agreement is found to be defective, void, or otherwise unenforceable, it shall be severed from the rest and shall remain in full force and effect.

g. UNDER NO CIRCUMSTANCES SHALL FSB BE LIABLE TO YOU FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. PROVISIONS APPLICABLE ONLY TO CONSUMER DEPOSIT ACCOUNTS

A. Errors and Questions

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

• Telephone us at (877) 226-5578 during customer service hours;
• Contact us by using the Secure Messaging feature within FSB Digital Banking; or
• Write us at 220 Liberty Street, P.O. Box 227, Warsaw, NY 14569

If you think your statement is incorrect or you need more information about an electronic transfer or Bill Payment transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears.

You must:

Tell us your name, relevant Account number(s), and Login ID; describe the error or the transaction in question and explain as clearly as possible why you believe it is an error or why you need more information; and tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount

you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Account.

For errors regarding electronic transactions on new Consumer Accounts, we may take up to ninety (90) days to investigate your complaint or question. We may take up to twenty (20) Business Days to credit a new Account for the amount you think is in error.

If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

B. Consumer Liability for Unauthorized Transfers

This section applies to Consumer deposit Accounts ONLY.

Tell us AT ONCE if you believe your Login ID or Password has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable).

If your monthly deposit Account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time.

6. ADDITIONAL PROVISIONS APPLICABLE ONLY TO BUSINESS CUSTOMERS

A. Protecting Your Account

FSB Digital Banking will allow Business Customers to establish individual Login IDs, passwords, privileges for each Sub-User Administrator. Transaction history is maintained for each Login ID.

Business Customer(s) will be solely responsible for designating its Sub-User Administrator, assigning privileges, and disclosing the identity of said users to FSB and all changes thereof in writing. BUSINESS CUSTOMER REPRESENT AND WARRANT THAT ITS SUB-USER ADMINISTRATOR HAVE THE APPROPRIATE AUTHORITY TO INITIATE TRANSFERS AND BILL PAYMENTS THROUGH FSB DIGITAL BANKING. BUSINESS CUSTOMER AUTHORIZES FSB AND ITS SERVICE PROVIDERS TO ACT UPON, AND YOU AGREE TO BE BOUND BY, ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, THAT IS INITIATED WITH YOUR LOGIN ID AND PASSWORD AND/OR THE LOGIN ID AND PASSWORD OF A SUB-USER ADMINISTRATOR. FURTHERMORE, ANY INSTRUCTIONS, DIRECTIONS, OR OTHER INFORMATION PROVIDED BY THE BUSINESS CUSTOMER, OR ANY OF ITS SUB-USER ADMINISTRATORS, WILL BE DEEMED TO HAVE BEEN AUTHORIZED BY THE BUSINESS CUSTOMER. FSB AND

ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR VERIFYING THE IDENTITY OR AUTHENTICITY OF ANY PERSON CLAIMING TO BE A SUB-USER ADMINISTRATOR OF THE BUSINESS CUSTOMER. BUSINESS CUSTOMER ASSUMES ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE SERVICE OR COMPANY ACCOUNTS BY ITS SUB-USER ADMINISTRATOR. BUSINESS CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS FSB AND ITS SERVICE PROVIDERS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OUR ACTING UPON ANY DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH A LOGIN ID AND PASSWORD OF A SUB-USER ADMINISTRATOR.

You agree that we may send notices and other communications, including emails, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that FSB and/or its Service Providers will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. In addition, you agree to require all Sub-User Administrators to keep passwords secure and strictly confidential; Immediately notify us and select a new password if you or your Sub-User Administrator believe your passwords may have become known to an unauthorized person.

We may disable passwords of Sub-User Administrators even without receiving such notice from you, if we suspect passwords are being used in an unauthorized or fraudulent manner.

Business Customers shall be solely responsible for the development and implementation of all commercially reasonable procedures to control access to their computer systems and to protect any data files stored thereon. Business Customers shall be solely responsible for all appropriate and commercially reasonable, physical, logical, and network security systems and devices to protect the security of data files maintained on computer(s) used to access the service as well as the protection against unauthorized access to business computers, and/or networks used to access the service. Business Customers shall be solely responsible for any and all losses and damages arising from any authorized or unauthorized access to the service.

FSB and its Service Providers shall have no obligation, liability or control, either directly or indirectly concerning the Business Customers" selection of security systems or devices for the protection of any data files or computers used to access the services or over Business Customers" development or implementation of security procedures or the failure of Business Customers to maintain said procedures.

B. Errors and Questions

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods:

• Telephone us at (877) 226-5578 during customer service hours;
• Contact us by using the Secure Messaging feature within FSB Digital Banking; or

• Write us at 220 Liberty Street, P.O. Box 227, Warsaw, NY 14569

C. Your Liability for Unauthorized Transfers

You must notify us of errors, discrepancies, or possible unauthorized payments as soon as possible upon learning of the discrepancy. If you fail to notify us within sixty (60) days after you have received notice of an unauthorized or erroneous transaction performed on FSB Digital Banking, FSB will not owe you any interest on the amount in question, even if we are otherwise liable to you in connection with the transaction.

Any notice delivered to FSB should include the following:

a. Name and account number
b. Description of the transaction in question and why you believe it is an error, an unauthorized transaction, or why you are requesting additional information
c. Additional information including to the extent possible type, date, and amount of transaction in question

If you notify us verbally, we may require that you send us a notification in writing within ten (10) Business Days. Any action that is brought against us, in regard to an alleged discrepancy, must be initiated within 18 months from the date the alleged discrepancy took place.

FSB and its Service Providers shall have no liability to you for any unauthorized payment or transfer made using your password that occurs before you have notified us of any possible unauthorized use and we have had a reasonable opportunity to act upon that notice.

D. Limitation of Institution Liability

FSB and its Service Providers will be deemed to have exercised all due care and to have acted reasonably if we act in accordance with the terms of this Agreement and will be liable for loss sustained by you only to the extent such loss is caused by our misconduct. FSB and its Service Providers will have no liability for any loss or damage:

a. Related to the dishonesty of the Business Customer's employees, officers, agents or Sub-User Administrator;
b. Resulting from any receiving financial institution's failure to accept any payment or funds transfer request;
c. Resulting from any delay in the performance of this Agreement, which is caused by an act of God, fire or other casualty, electrical or computer failure, delays or failure
d. lure to act by any carrier, medium or agent operating between FSB and third parties, or any other condition outside of our control.

7. OTHER TERMS AND CONDITIONS

A. Accounts

When you first enroll in FSB Digital Banking, we will automatically link all your Accounts to your FSB Digital Banking login. If you are a Consumer and open additional Accounts at a later date, we will automatically link your new Account to your FSB Digital Banking login. If you are a Business Customer and open additional Accounts at a later date, you will need to contact us at the phone number listed on the first page of this Agreement or send a Secure Message to link your additional accounts.

B. Signature Requirements

When you initiate any transfer, ACH, Instruction, or any other transaction through FSB Digital Banking, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you. Requirements for dual signatures on checks, if applicable, do NOT apply to Bill Payments or other transfers initiated through the Digital Services. Any Sub-User Administrator must be authorized individually to make electronic transfers and Bill Payments even though that person's authority to make transfers by other means may still require dual signatures.

C. Privacy

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our Privacy Notice before completing the enrollment process for the Digital Services.

D. Disclosure of Account Information to Third Parties

It is our general policy to treat your Account information as confidential. However, we will disclose information to third parties about your Account or the transactions you make in accordance with our Privacy Notice:

a. To process transactions;
b. In order to maintain your Account(s)
c. To comply with court orders and legal investigations
d. When it is necessary to report to credit bureaus
e. Offer products and services to you

Please refer to our Privacy Notice for additional detail on disclosure of Account information.

E. Our Liability for Failure to Complete Transactions

We will use commercially reasonable efforts to complete all your transactions that are performed as part of the Digital Services through FSB Digital Banking. However, we shall incur no liability, and the transaction shall be void if we are unable to complete any transactions initiated by you including but not limited to any one or more of the following circumstances:

a. If, through no fault of ours, your Eligible Account(s) does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
b. The Digital Services and/or the payment processing center is not working properly, and you know or have been advised by FSB and/or its Service Providers about the malfunction before you execute the transaction;
c. You have not provided the Digital Services with the correct Eligible Account information, or the correct name, address, phone number, or account information for the Payee;
d. Your Eligible Account(s), is closed;
e. If your computer, software, telecommunication lines were not working properly;
f. It can be shown that the Payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
g. The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents the withdrawal;
h. We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
i. Circumstances beyond control of FSB or our Service Providers (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

F. Indemnification

You will defend, indemnify and hold harmless FSB and its Service Providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by FSB through the Digital Services; (ii) any breach of the provisions of this Agreement; (iii) any request for Stop Payment; (iv) any dispute between you and any third party in connection with the use of the Digital Services; (v) your use of FSB Digital Banking and the Digital Services; and (vi) any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of this Agreement.

G. Payment Orders

The Customer understands that banks routinely rely on account numbers in processing Payment Orders. Accordingly, if the Customer issues a Payment Order to the Bank, in which the name and account number of the named Beneficiary are different, the Bank and all intermediary and Beneficiary Banks may rely upon the Account number as the proper designation of the Beneficiary and the Customer will be obligated to pay the Bank for such Payment Order.

H. Agreement

When you access or use the Digital Services you are agreeing to the terms and conditions of this Agreement. We may in our sole discretion, amend or alter the terms and conditions of this

Agreement, the applicable fees and service charges at any time. If we make such changes, we may choose to notify you via mail, through the Secure Messaging through the Digital Services, and/or by posting the amendment or change on the FSB website site (www.five-starbank.com). If you continue to use the Digital Services after we have made such changes or amendments available to you, this will constitute your acceptance with the amended Agreement.

I. Termination, Suspension, Limitations of Digital Services

In the event you wish to cancel the Digital Services, please contact our Customer Call Center at the phone number listed on the first page of this Agreement or send us a Secure Message through the Digital Services.

We may terminate or suspend this Agreement or terminate, suspend or limit the Digital Services at any time and for whatever reason with or without prior notice to you. Neither termination, suspension, or limitation shall affect your liability or obligations under this Agreement.

Access to our Digital Service may be cancelled in whole or part without prior notice due to suspicious activity, fraudulent activity, all accounts associated with FSB are closed, there has been no access to FSB Digital Banking within the last 95 days or other circumstances that may create an unanticipated liability to us.

J. Limitation of Liability; Exclusion of Warranties

WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE. FSB WILL ONLY BE RESPONSIBLE FOR PROVIDING THE DIGITAL SERVICES AS EXPRESSLY STATED IN THIS AGREEMENT. WE MAKE NO GUARANTEE THAT ACCESS TO THE DIGITAL SERVICES WILL BE AVAILABLE AT ALL TIMES AND WILL NOT BE LIABLE IF YOU ARE UNABLE TO USE DIGITAL SERVICES. THE DIGITAL SERVICES ARE PROVIDED "AS IS."

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER, TABLET OR SMARTPHONE. NEITHER FSB NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE.

THE FOREGOING SHALL CONSTITUTE FSB AND ITS SERVICE PROVIDER"S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL FSB OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE SERVICE.

K. Assignment

You may not assign your rights or obligations under this Agreement to any other party. We may assign our rights and obligations pursuant to this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

L. No Waiver

No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies.

M. Headings

The headings in this Agreement are for reference only and shall not affect the interpretation or meaning of any of the provisions of this Agreement.

N. Waiver of Trial by Jury

Each party hereby knowingly, voluntarily and intentionally waives any right to trial by jury it may have in any suit, action or proceeding in law or in equity, in connection with this Agreement or any transactions related hereto. Each party represents and warrants that no representative or agent of the other party has represented, expressly or otherwise, that the other party will not, in the event of litigation, seek to enforce this jury trial waiver.

O. U.S. Export Controls

The Digital Services may be subject to United States export laws, including the United States Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release any Digital Service to, or make the Digital Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule or regulation. You shall comply with all applicable laws, rules, and regulations, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Digital Services available outside the United States.

P. Ownership of Material

FSB and/or its Service Providers own the trademarks, service marks, copyrights, patents and other proprietary rights in the Digital Services and output information relating to the Digital Services.

Q. Governing Law

This Agreement and the Digital Services provided herein shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflict of law provision and to the extent required, by federal law.