

# PEOPLE PAY PAYMENTS SERVICE AGREEMENT AND DISCLOSURE

You understand that by selecting the People Pay service through First Western Trust Online Banking and accepting these terms and conditions, you authorize First Western Trust to post transactions generated by People Pay through your First Western Trust account ("Designated Account") to another account at a U.S. financial institution or PayPal™ for payment to another individual. You understand and agree that First Western Trust uses a variety of banking channels and facilities to make payments, but will ordinarily use an Automated Clearing House (ACH) Network for People Pay transactions. All payments to another person made through People Pay are subject to all terms and conditions within this Agreement and all other agreements connected with your accounts.

In addition, you understand that you may receive funds through the People Pay service from a payment generated by another individual. You hereby acknowledge that the receipt of money from another person is subject to the terms and conditions of other account agreements between you and First Western Trust.

You understand and agree that when you initiate a payment from your First Western Trust checking account or Money Market account using People Pay, the processing of the payment will begin and the debit from your account may occur immediately. Receipt of the funds by the recipient will be dependent on the acceptance of the payment by the recipient and whether information requested from the recipient has been provided.

You understand and agree that First Western Trust is relying upon the information you provide when originating a payment on your behalf. Any errors, including incorrect or inconsistent recipient names, email addresses, mobile phone numbers or account numbers are your responsibility. You understand and agree that First Western Trust has no responsibility to investigate discrepancies between names, email addresses, mobile phone numbers or account numbers. You further understand that financial institutions holding recipient accounts are not responsible for investigating discrepancies between names and numbers.

**CUT-OFF TIMES.** Depending on the type of payment method selected, payments conducted through People Pay may be completed in real time (i.e. instantaneously) or there may be a slight delay in the debiting and/or crediting of a particular account. You understand and acknowledge that there may be a delay in the debiting or receipt of funds through People Pay.

**PEOPLE PAY LIMITATIONS.** There are transaction limits for payments to another person through the People Pay service. The limits are

Method of Payment	Transaction Limit	Aggregate Limit Per Day
Account to Account	\$2,000.00 per transaction	\$4,000.00 per day
Direct Check Payment	\$2,000.00 per transaction	\$4,000.00 per day
Send to Email or Mobile Number	\$2,000.00 per transaction	\$4,000.00 per day
Paypal™	\$2,000.00 per transaction	\$4,000.00 per day
eGift Card	\$500.00 per transaction	\$1,000 per day

determined by your selected payment method, as described in the following table:

**SCHEDULING PAYMENTS.** Payments sent to an email address or mobile phone number require that the recipient claim the funds within 10 calendar days. The recipient is directed to the People Pay site in order to claim their funds and may choose how to receive the funds. They can either have the payment sent to their PayPal account or their bank account.

Payments sent to a PayPal account require that the recipient login to their PayPal account to claim the funds.

Payments sent to a bank account require knowledge of the recipient's bank routing number and account number.

**CANCELLATION OF PAYMENT.** A payment request that has been initiated through PayPal™ or Recipient Chooses may not be cancelled unless the recipient has not yet claimed the payment. A payment request that has been initiated using Send to Bank Account may not be cancelled. Inquiries on cancellations must be directed to Online Banking Support at 303-640-4031.

**EXPIRED PAYMENTS.** Payments conducted through PayPal™ will not expire, as they happen in real time and will either succeed or fail immediately. If the recipient does not wish to open a PayPal™ account, you will have to allow the PayPal™ payment to expire (after 10 days) before the debited amount is returned to your account. Payments conducted through Recipient Chooses will expire in 10 calendar days.

**REJECTIONS OF PAYMENTS.** Payments to another person may not be completed for various reasons, in our sole discretion. For example, if information provided for the recipient is inaccurate or if identity verification is not completed, the payment may be placed on hold or the amount of the payment may be returned to your account. Similarly, if you have insufficient funds in your accounts or the payment is otherwise prohibited by the terms of this Agreement, the payment may not be completed. An email alert will be sent notifying you of the error.

**INSUFFICIENT FUNDS.** You will reimburse First Western Trust immediately upon demand for any transaction amount delivered for which your account does not contain sufficient funds. In addition, you will reimburse us for any fees or costs we incur in attempting to collect any amounts from you. We are authorized to report the return of a transaction to any credit reporting agency.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS OR PAYMENTS.** Notify us as soon as you can via one of the following:

1. Call us at 303-531-8100 or contact your Private Banker, Monday thru Friday, between 8:00 a.m. and 5:00 p.m. Mountain Time
2. Send us an email using the Online Banking application's e-messaging feature
3. Write us at: First Western Trust, 1900 16<sup>th</sup> Street Suite 1200, Denver, CO 80202

If you think that your statement is wrong or you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after you received the FIRST statement on which the problem or error appeared.

1. Provide us with your name and account number;
2. Describe the error or the transaction in question and explain as clearly as you can why you believe it is an error or why you need more information; and,
3. 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 10 business days.

**FEES.** By using People Payment, you authorize us to deduct the fees associated with a transaction from your Designated Account even if they create an overdraft. Fees vary based on the type of payment that will be sent and are presented for your approval when you submit the payment.

**THIRD-PARTY FEES.** You understand and acknowledge that the use of third-party services (for example, PayPal™) may result in a payment fee being applied by the third-party vendor to any transferred funds. Such fees are governed by any agreements and disclosures provided by the applicable third-party vendor. First Western Trust is not liable or responsible for any such transaction fee.

**PROPRIETARY RIGHTS.** You acknowledge and agree that First Western Trust and parties within whom it has contracted own all rights in and to the People Pay service. As such, you understand that you are only allowed to use People Pay in the manner designated by this Agreement.

**TERMINATION.** Access to the People Pay service may be suspended or terminated at the discretion of First Western Trust at any time. Cancellation of the People Pay service is not required as it is a service provided through the First Western Trust Online Banking connection. However, should you cancel your Online Banking through First Western Trust; you will also disconnect any ability to continue making payments through the People Pay service.

**RULES AND REGULATIONS.** This product is governed in addition to this Agreement by all rules and regulations associated with your checking account, the Online Banking and Bill Payment Agreement and Disclosure, and the Electronic Funds Transfer Act.

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