

Please read the following agreement carefully, copy the document into your word processing program, print it and keep this document for your records.

ONLINE BANKING ACCESS AGREEMENT AND ELECTRONIC FUND TRANSFER ACT DISCLOSURE

Agreement -- This Online Banking Online Access Agreement is a contract. It includes (a) this document, (b) the Fee Schedule and Enrollment Form and (c) the Bill Payment Terms and Conditions (accessible through a different link as described below). Each of these is part of this contract, referred to below as this "Agreement." It establishes the rules that cover electronic access to your Accounts at your ANB Bank through Online Banking. By using Online Banking, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your accounts at the Bank as well as your other agreements with the Bank, such as loan agreements, continue to apply notwithstanding anything to the contrary in this Agreement. In case of any conflict among those agreements, this Agreement shall govern. An exception to that is if you use Online Banking for Automated Clearinghouse ("ACH") transactions. In that case, this Agreement will cover your use of the Online Banking Service, but for ACH transactions, any contrary or different provision in your ACH agreement will control.

1. Definitions - As used in this Agreement, the words "we," "our," "us" and "Bank" mean the ANB Bank at which you maintain an account that you wish to access through Online Banking. "You" and "your" refer to the accountholder authorized by the Bank to use Online Banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through Online Banking. "Account" or "Accounts" means your accounts at the Bank that you wish to access as permitted by this Agreement ("Access") through Online Banking. "Electronic funds transfers" means pre-authorized transactions and transfers to and from your Accounts using Online Banking, including bill payments. "Online Banking Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business Day or Days" means Monday through Friday, excluding holidays.

This Agreement applies to both "Business Accounts" and "Consumer Accounts". Consumer Accounts are accounts of individuals established primarily for personal, family, or household purposes. Business Accounts are any accounts that are not Consumer Accounts. Some parts of this Agreement, as indicated below, apply only to Consumer Accounts and not to Business Accounts or vice versa.

2. Access - To use Online Banking, you must have at least one account at the Bank, access to Internet service, an e-mail address and a telephone number. Once we have received your Enrollment Form, and verified your account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned log-in ID and temporary password. Online Banking can be used to access only the Account(s) that you have designated for access by Online Banking in your Enrollment Form. You can add or delete any of your Accounts from this Agreement by completing a new Enrollment Form or, for Business Accounts, a subsequent Modification Agreement. Access to your Accounts through Online Banking will be based upon the identification of users and access levels specified by you in your Enrollment Form. We undertake no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the accountholder and, except as required by applicable law, we shall have no liability for transactions requested by those having access to your account by or through you directly or indirectly. For your protection, our system has security features (listed below) that if not followed may deny internet access to your accounts. To avoid denial, please note the following: Online Banking requires that you correctly enter your log-in as we have assigned it and the password you have selected. If you cannot remember or have difficulty with your password, you can request, through the Online Banking system, delivery of a temporary secure access code to either the e-mail address or US telephone number you have on record with us at any time. You must also change your password at least every 120 days. If you fail to perform any one of these functions, your access may be denied. If denied, you must communicate with a service representative in our Online Banking area during the hours specified in the Hours of Access paragraph to regain Internet access to your Account. If you relinquish ownership of an account you have Internet access to, you agree to notify us of this change immediately.

3. Authorized Representatives for Business Accounts - If you are a business, any authorized representative of your business is authorized on such terms, conditions, and agreements as we may from time to time require to:

- enter into this Agreement, as amended from time to time;
- access each Account of yours in any manner and for any purpose available through the service, whether now

- available or available at some time in the future; and
- use any Online Banking service in any manner and for any purpose available through the service, whether now available or available at some time in the future.

4. Changes to Business Account Authorizations - Each Business Account has an administrative user as defined in your enrollment form. The only way to change the authorized administrative users of your Business Account is to submit to us a Modification Agreement. You understand that access to your accounts through Online Banking is separate from physical signature cards that authorize signatories for your account. If you change the authorized signors on your Business Account, that will not automatically change who is authorized to access your accounts through Online Banking. In particular, if you remove a person as an authorized signor on your account, that person will still have access to your account through Online Banking unless and until you complete a Online Banking modification agreement removing that user from your account. Similarly, if you remove a person from access to your account through Online Banking, that person will still be an authorized signor until you amend your physical signature card.

5. Waiver of Requirement for Two Signatures. You recognize that any requirement of two signatures on checks, if such a requirement exists, does not apply to electronic or telephone transfers, including online bill payments, and you hereby release us from liability when making such transfers or payments. This means that any person who is authorized to act as a Online Banking user on your Accounts shall be authorized by you to individually make electronic transfers, including online bill payments, from your Account, even though that person's authority to transfer or withdraw funds from your Account by some other means (*e.g.* by check) must be exercised jointly with one or more persons. This provision governs over any contrary provision in your account agreement.

6. Online Banking Services - You may use Online Banking to check the balance of your Accounts, view Account histories, transfer funds between your Accounts, order checks, view check images, make stop payment requests, and, if you have signed up for the Bill Payment Service on your enrollment form, to pay bills from your Accounts in the amounts and on the dates you request. Balance and activity information will generally be updated as soon as practicable. We charge our normal fees for checking account activities, but there are no extra charges for conducting these activities through Online Banking (except as specifically posted, such as the charge for Business Accounts for the Bill Payment Service).

7. Hours of Access - You may generally use Online Banking seven days a week, 24 hours a day. There will be times, however, when some or all Online Banking services may not be available and we will not have any responsibility or liability for such unavailability. We will endeavor to minimize such periods of non-availability, and agree, when practical, to post notice of any extended periods of non-availability on the Online Banking website. Please note that our present staff support hours are 7AM to 6PM Mountain Time, Monday through Friday. We may change these hours by posting the new hours on our website. We are closed on Federal holidays.

8. Your Password - For security purposes, you are required to change your password upon your initial login to Online Banking and at least once every 120 days thereafter. You determine what password you will use. The identity of your password will not be available to us. You agree that we are authorized to act on instructions received under your password without verifying that the instructions actually came from you. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to Online Banking will be revoked. To re-establish your authorization to use Online Banking, you must contact us to have your password reset or to obtain a new temporary access code.

Your password must be between eight and 30 characters in length. Our system requires a password to contain at least one letter and at least one number and accepts special characters. The system is case sensitive, meaning that it distinguishes capital from lower case letters. We recommend establishing a password that conforms to these requirements and can be remembered without being written. You agree (i) to never share your password, or leave it where someone can obtain it, or select an option that allows your computer software to retain it in memory, (ii) not to associate your password with any commonly known personal identification, such as social security numbers, address, date of birth, or names of children and (iii) to always sign out of your Account promptly once you have completed your work.

9. Security - You understand the importance of your role in preventing misuse of your Accounts through Online Banking and you agree to promptly examine your statement for each of your Accounts as soon as you receive it. You agree to protect the confidentiality of your Account and Account number, and your personal identification information.

You understand that personal identification information by itself, or together with information related to your Account, may allow unauthorized access to your account. You, not we, are responsible for any such access. Your password and login ID are intended to provide security against unauthorized entry and access to your Accounts. Data transferred via Online Banking uses 128 bit SSL encryption in an effort to provide transmission security and Online Banking uses identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other. Nevertheless, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that data transfers using Online Banking, or e-mail sent to and from us, will not be monitored or read by others. You assume and accept all such risk to the maximum extent allowed by law.

10. Fees and Charges - You agree to pay the fees and charges for your use of Online Banking Services as set forth in the current fee schedules for [personal](#) and [business](#) products as found on the internet banking page of our website, as we may update from time-to-time. If you requested Online Banking with no bill payment (and no cash management features if you are a business user) there is no charge for viewing and transferring between your accounts with us. You agree that any fees and charges will be deducted from the checking Account designated as the "Primary Checking Account" on your Enrollment Form (or any other account of yours if there are not enough funds in your Primary Checking Account). If you close your Primary Checking Account, you must contact us immediately to designate another Account as your Primary Checking Account and you grant us the right to deduct such fees from any other accounts you may have with the Bank. You agree to pay any additional reasonable charges for services you request that are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Online Banking. The Bank's standard fees for services are still applicable. If the Bank has to file a lawsuit to collect what is owed by you or otherwise to enforce this Agreement, you will pay any reasonable expenses incurred by the Bank, including, but not limited to, outside collection agency fees and reasonable attorneys' fees.

11. Posting of Transfers - Transfers between your ANB Bank deposit and/or loan accounts initiated through Online Banking before 6:00 p.m. (Central Time) on a Business Day are posted to your Account the same day. Transfers involving non-ANB Banks initiated through Online Banking before 5:30 PM (Central Time) on a business day are posted to your account the same day. Wire transfer requests initiated through Online Banking before 3:45 PM (Central Time) on a business day are processed the same day. Transfers completed after these times on a Business Day or at any time on a Saturday, Sunday or holiday, will be posted on the next Business Day. You agree to communicate with any other persons with authorized access to your Accounts concerning any transfers or bill payments from your Accounts in order to avoid overdrafts.

12. Overdrafts (Order of Payments, Transfers, and other Withdrawals) - If your Account has insufficient funds to perform all electronic fund transfers you have requested for a given Business Day, then, subject to Section 22 below: (a) Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority; (b) Electronic fund transfers initiated through Online Banking which would result in an overdraft of your Account may, at our sole discretion, be cancelled.

If electronic fund transfers initiated through Online Banking would result in an overdraft of your Account and are not cancelled, overdraft charges may be assessed pursuant to the deposit agreement for that Account.

13. Limits on Amounts and Frequency of Online Banking Transactions – The number of transfers from your Accounts and the amounts which may be transferred may be limited pursuant to your deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds being held until the hold expires. Regulations may require us to limit pre-authorized transfers. For example, with respect to a Business Savings Account or Money Market Account, you can make no more than six transfers per statement period by pre-authorized or automatic transfer or by telephone or online banking and, with respect to a Money Market Account, preauthorized, automatic or telephone transfers or withdrawals by check, draft, debit card or similar order to third parties are limited to six per month. Your participation in Online Banking will be limited by any applicable regulations, including limitation on the total dollar value of permissible transfer in a given day and limitations on the number of monthly transfers.

14. Online Banking Bill Payment Service - Online Banking bill pay uses the Check-Free Bill Payment Service. [Click here](#) for the terms and conditions of the Check-Free Bill Payment Service. Those terms and conditions govern your use of the Bill Payment Service. Check-Free is not related to the Bank and by agreeing to the Bill Payment Service terms and conditions, you are entering into a separate contract with Check-Free. That agreement is solely between you and Check-Free. We do not accept responsibility for Check-Free's performance. Any business having more

than one checking account enabled for Bill Payment acknowledges that any business user with access to Bill Payment will have access to all Bill Payment checking accounts.

15. Downloading Account Information; Third Party Software.

Downloading Account Information. You may have software on your computer that allows you to download account information, such as Quicken®, Quickbooks®, Microsoft®Money and the like. It is your responsibility to have a proper license for any such software. We do not guarantee that the download will be complete or accurate. Also, we do not guarantee that the account information cannot be intercepted as it travels over the internet or while it is on your computer. You agree to this and assume all of the risk of any kind associated with downloading your account information.

Third-Party Software. From time to time, we might provide links or other opportunities for you to install software from third parties on your computer ("Third-party Software"). When we do this, it is up to you to get a proper and valid license for the software. Moreover, your installing and using the software is a transaction solely between you and the provider of the software. We are not a party to that transaction, and we do not make any representation or warranty, or otherwise accept any responsibility or liability for, anything related to the Third-party Software. You assume all risk of installing and using any Third-party Software.

16. Stop Payment Requests -

Bill Payments: Stopping the payment of a check is different from the cancellation of a bill payment. [Click here](#) to go to the Check-Free Bill Payment Terms and Conditions for instructions on how to cancel a bill payment.

Checks you have written: You may initiate stop-payment requests online via Online Banking only for paper checks you have written (non-electronically) on your Accounts. Online stop-payment requests are processed by 10:00 a.m. (Central Time) on the Business Day following the date the stop payment has been requested online. To be effective, this type of stop-payment request must precisely identify the name of the payee, the check number, and the amount and date of the check.

If you make your stop-payment request online, your stop payment may expire after six months under the circumstances described in the form you complete online to request the stop payment. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable Account. Stop payment charges for Online Banking bill payment paper drafts will be assessed in addition to the stop payment charges for the applicable Account.

Pre-authorized transfers and other Electronic funds transfers. In order to stop payment of a pre-authorized transfer or any other Electronic funds transfer not otherwise described above in this Section 16, you must call our service number; you cannot use Online Banking for this purpose. For ANB Bank, the number is 1-866-433-0282. For Premier Bank, the number is 1-913-541-6133.

17. Disclosure of Account Information and Transfers - The circumstances under which we will disclose information about you, your Accounts, or your Online Banking Services are set forth in the information that has been separately disclosed to you in the contracts, notices, and disclosures that have been separately provided to you and in accordance with our privacy policy disclosed at our Website. You agree to and hereby authorize all of these transfers of information.

18. Periodic Statements - Transfers to and from your Accounts using Online Banking will appear on the periodic statements for your Accounts.

19. Change in Terms - We may change any term of this Agreement at any time. If the change would result in increased fees for any Online Banking service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless in our judgment an immediate change is necessary to maintain or restore the security of an Account or our electronic fund transfer system. We will post any required notice of the change in terms on the Online Banking website or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the Account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any Online Banking Services constitutes your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to

fees applicable to specific Accounts are governed by the applicable deposit agreements and disclosures.

20. Consumer Accounts: In Case of Errors or Questions about Your Electronic Transfers. This Section 20 applies to errors and questions relating to Consumer Accounts. Section 21 below applies to Business Accounts.

- (a) Consumer Accounts: Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your Password has been discovered by someone else, or that someone has conducted or may conduct a transaction without your permission. Telephoning is the best way of keeping your possible losses down. Contact us immediately as described below in Section 25. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your Password without your authority. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Password, and we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows Transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If good reasons (such as long trips or a hospital stay) kept you from telling us, we will extend the time periods to a reasonable limit. Notice of lost Passwords or unauthorized Transactions is considered given to us either in person, by telephone or in writing. If you notify us in writing, notice is considered given at the time you place the notice in the mail or when you deliver the notice for transmission by any other means.

- (b) Consumer Accounts: Errors or Questions About Your Electronic Transactions. In case of errors or questions about your Transaction(s), call or write us as indicated in Section 25 below as soon as you can, if you think your statement or receipt is wrong or if you need more information about a Transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When you call or write:

- i) Tell us your name and account number.
- ii) Describe the error or the Transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- iii) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days after we hear from you and we will promptly correct any errors. However, if we need more time, we may take up to 45 days to investigate your complaint or questions. If we decide to do this, we will re-credit your account for the disputed amount within 10 business days after hearing from you so that you will have use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within 10 business days, we may choose not to re-credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated Transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. An account is considered a new account for 30 days after the first deposit is made if you are a new customer.

We will tell you the result within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask us for copies of the documents that we used in our investigation.

- (c) Consumer Accounts: Liability for Incomplete Transactions. If we do not complete a Transaction to or from your Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are exceptions as indicated below in Section 22.

21. Business Accounts: In Case of Errors or Questions about Your Electronic Transfers. This Section 21 applies to errors and questions relating to Business Accounts. Section 20 above applies to Consumer Accounts.

(a) Business Accounts: Responsibility and Liability for Transactions. You are solely responsible for the security of your Password for your Business Account. All Transactions made with your Password are conclusively presumed to have been authorized by you. We shall have no liability to you for any unauthorized Transaction made using your Password that occurs before you have notified us of possible unauthorized use and thereafter until we have had a reasonable opportunity to act on that notice. Notwithstanding any other provision in this Agreement, we have no liability for failing to complete a Transaction to or from your account in time or in the correct amount under any circumstances listed in Section 22. In other cases, if we fail or delay in making a Transaction pursuant to your instructions, or if we make a Transaction in an amount which is less than the amount in your instructions, then (unless otherwise required by law) our liability shall be limited to interest on the amount which we fail to timely pay or transfer, calculated from the date on which the Transaction was to be made until the date it was actually made or you notify us of the problem, whichever occurs first, but in no event to exceed 30 days' interest. We may pay such interest either to you or to the intended recipient of the Transaction, but in no event shall we be liable to both parties, and our payment to either party shall fully discharge any obligation to the other. If we make a Transaction in an amount that exceeds the amount in your instructions, or if we permit an unauthorized Transaction after we have had a reasonable time to act on notice from you of possible unauthorized use, then (unless otherwise required by law) our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest on that amount from the date of the Transaction to the date of the refund, but in no event to exceed 30 days' interest. If we become liable to you for interest under this Agreement or applicable law, such interest shall be calculated based on the lowest interest rate we are then paying on our deposit accounts. In no event shall we be liable for interest compensation unless we are notified of a discrepancy within 30 days from the date of the first periodic statement reflecting the discrepancy.

(b) Business Accounts: Other Provisions: In no event will we be liable to you for special, indirect, or consequential damages, including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages. You agree to reimburse us and indemnify us for any loss or expense we incur and for any claim made against us in providing Internet Banking to you, including any reasonable legal fees we have.

22. Failure to Make a Transfer - There are a number of circumstances where we may not complete a transfer to or from your Account, on time or in the correct amount. In these circumstances, we will not be responsible for any charges imposed or other actions taken by a payee or any other related damages. These circumstances include, but are not limited to:

1. You do not have enough money in your Account to make a transfer.
2. A legal order directs us to prohibit or limit withdrawals from the Account.
3. Your Account is closed, or has been frozen.
4. The transfer would cause your balance to be overdrawn or, if you have an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts, the transfer would cause you to go over the credit limit.
5. You, or anyone authorized by you, commits any fraud or violates any law or regulation.
6. Any electronic terminal, telecommunication device, or any part of the Online Banking electronic fund transfer system is not working properly.
7. You have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
8. You have not properly followed the on-screen instructions for using Online Banking.
9. You have not properly scheduled a payment.
10. A third party through whom any bill payment is to be made fails to properly transmit the payment to the intended payee.
11. Circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines, power outage, equipment or technical failures or breakdowns, the unauthorized actions of third parties, or delay in the US Mail) prevent the transfer.
12. Your PC, modem or internet connection is not working properly.
13. Online Banking services are unavailable because maintenance or repair work is being performed and it prevents the transfer, despite reasonable precautions that we have taken.
14. Someone gains access to your accounts without your permission.

15. We suspect that unauthorized use of your password or Account has occurred or may be occurring (although this does not compromise your responsibility for protecting your password or impose liability on us for any action initiated with your password).

For further information in case the failure relates to a bill payment, [click here](#) .

23. Your Right to Terminate - You may cancel your Online Banking service at any time by providing us with written notice by postal mail or fax or e-mail. Your access to Online Banking will be suspended within 3 Business Days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred and transactions made prior to the date of cancellation.

24. Our Right to Terminate - You agree that we can terminate or limit your access to Online Banking Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Accounts. Online Banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3 Business Days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
3. Upon reasonable notice, for any other reason in our sole discretion.

25. Communications between the Bank and You - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

E-mail -You can contact us by secure message after logging in or by e-mail at the following addresses. (Please note that you cannot initiate a banking transaction via email.)

ANB Bank ebankanb@sturmbanks.com
Premier Bank ebankpbk@sturmbanks.com

If you send us an e-mail message, we will be deemed to have received it on the following business day. We will have a reasonable period of time to act on your e-mail. You agree not to rely on e-mail if you need to communicate with us immediately (for example, if you need to report an unauthorized transaction from one of your accounts). You accept and assume the risk of sending us any confidential information by email.

Telephone - You can contact us by telephone toll free at (877) 416-5965 option 1.

Facsimile - You can contact us by fax at 303-394-5120.

Postal Mail - You can write to us at: Electronic Banking Unit, 3033 East First Avenue, Lower level, Denver, CO. 80206.

In Person - You may visit us in person at any one of our locations. Please reference your Bank's website for a current list of locations.

ANB Bank www.anbbank.com

Premier Bank www.premier-bk.com

Consent to Electronic Delivery of Notices - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Online Banking website or by e-mail. You agree to notify us immediately of any change in your e-mail address. You agree always to maintain a valid address with us. Any notice we send to your email address is considered given at the time we transmit the email.

Consent to Recording Telephone Calls. You acknowledge and agree that we may record any telephone calls that you and we have relating to this Agreement or your accounts or other business with any ANB Bank.

We may change any phone number or email or other address in this Agreement by posting the change on our website.

26. Liability

- A. **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.** Our liability to you is explained in any agreements, notices, and disclosures that we separately provide to you from time to time regarding your Accounts and Online Banking Services. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices, or disclosures. We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Banking Services provided to you under this Agreement. We do not and cannot warrant that Online Banking will operate without errors, or that any or all Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that we, our officers, directors, employees, affiliates, agents or contractors are not liable for any indirect, incidental, special, punitive or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking, including, without limiting the generality of this disclaimer, loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. In no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking. If any provision in this Agreement that limits our liability or assigns risk to you is not enforceable, then you and we agree that it should nevertheless be enforceable to the maximum extent legally permissible. If any such provision is too broad in scope to be fully enforceable, then a court shall deem it revised by the minimum reduction necessary to cause it to be enforceable (*i.e.* leaving the maximum permissible limitation of our liability or assignment of risk to you). Any part of this Agreement that says we are not obligated to complete a transaction shall not be interpreted to mean we are liable or accept any risk if we do complete it.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition applicable to the relevant Online Banking Service or Account;
- we have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- would result in us exceeding any limitation of our intra-day net funds position established pursuant to present or future Federal Reserve guidelines;
- would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- we have reasonable cause not to honor for our or your protection.

B. **INDEMNIFICATION.** Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Account or as otherwise required by law, if you are an owner of an Account, you agree to release from any claim and indemnify and hold us, our directors, officers, employees, affiliates and agents harmless from all loss, liability, claims, damages, demands, judgments and expenses (including reasonable attorneys' fees) arising out of or in any way connected with an Account or the performance of Online Banking Service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Online Banking Service by you or your authorized representative.

C. **THIRD PARTIES; FACTORS BEYOND OUR CONTROL.** Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, any computer virus, system failure or any other factor beyond our control, or failure or malfunction of an Internet browser provider such as Netscape (Netscape Navigator), Microsoft (Microsoft Internet Explorer), Safari, Mozilla, or Firefox browsers by an Internet access provider, by an online service provider, or by any other internet problems, or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Banking Services.

This Agreement shall be interpreted and construed under and governed by the laws of the State of Colorado. The headings in this Agreement are for convenience of reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this

Agreement. This Agreement is binding upon your heirs and successors and the Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form, Fee Schedule, for Business users, Online Banking Commercial Account Modification Agreement and Bill Payment Terms and Conditions constitutes the entire agreement with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein. Each term of this Agreement stands alone. If any term is not enforceable, it will not affect the enforceability of the other provisions.

27. **Disputes.** You and we agree that any dispute that you and we have relating to this Agreement or any Online Banking Services that we cannot resolve between us will be resolved through binding arbitration. This includes claims based on contract, tort, statutory rights or any other matter, to the maximum extent allowed by law. This will not apply to disputes that are subject to the jurisdiction of a small claims court, which you or we may still bring in small claims court. This arbitration will be binding. Arbitrators will be chosen, and the arbitration will otherwise be conducted, in accordance with the rules and procedures of the American Arbitration Association.

THIS AGREEMENT TO ARBITRATE MEANS THAT YOU AND WE ARE WAIVING THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL FOR THESE MATTERS.

YOU AND WE AGREE NOT TO JOIN OR CONSOLIDATE ANY OTHER PARTIES IN ARBITRATION OR TO ACT AS A REPRESENTATIVE OF A CLASS.

ANY SUCH ARBITRATION WILL, TO THE EXTENT APPLICABLE, BE SUBJECT TO THE FEDERAL ARBITRATION ACT.

WARNING

By selecting "submit" below, you are entering into a contract, and you agree to all terms and conditions listed in the **ONLINE BANKING ACCESS AGREEMENT AND ELECTRONIC FUND TRANSFER ACT DISCLOSURE**. You also acknowledge the following about our Online Banking product:

- It is not a substitute or replacement for reconciling your account and maintaining a check register
- It may not be the most efficient means of making a transaction
- Our Support Line for password resets and product information is open Monday through Friday (excluding Federal holidays) from 8:00 AM-7:00 PM CT.
- You are responsible for keeping your e-mail address current in our records and for accepting electronic communications from us.
- We do not guarantee the availability of our Online Banking product or the accuracy of data displayed by it.