



## ANB BANK ONLINE BANKING AGREEMENT AND ELECTRONIC FUND TRANSFER ACT DISCLOSURE

Please read this ANB Bank Online Banking Agreement and Electronic Fund Transfer Act Disclosure and save a copy for your records; it is recommended that you print and retain a paper copy of the most current version of this Online Banking Agreement for your reference and records.

Agreement – This Online Banking Agreement is a contract. It includes:

- a) this document,
- b) your Enrollment Agreement,
- c) any applicable fee schedule, as updated in accordance with Section 11 of this Agreement,
- d) any Modification Agreement, and
- e) any other agreement we enter into with you for services that you access through our online banking system.

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 through ANB Bank’s Online Banking Service. By using our Online Banking Service, you accept all the terms and conditions of this Agreement. Please read it carefully.

The Account Agreement 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. One exception to this is if you use our Online Banking Service for “treasury management” services that you may access through our Online Banking Service, such as Automated Clearing House (“ACH”) transactions, wire transfers, eDeposit, positive pay services, lockbox services or other services that we may provide for which you enter into a separate agreement. In those cases, this Agreement will cover your use of our Online Banking Service, but any contrary or different provision in your Treasury Management Services Agreement will control (other than provisions that limit our exposure for unauthorized transactions, in which case the provision that most limits our exposure in accordance with applicable law shall govern).

This Agreement applies to both “Business Accounts” and “Consumer Accounts”. Some parts of this Agreement, as indicated below, apply only to Consumer Accounts and not to Business Accounts or vice versa.

We may amend this Agreement by giving you notice of the amendment via regular mail or, if legally permissible, by email or secure messaging when you log in for Online Banking Service, or as otherwise specified below in Section 20. If you use our services after receiving such a notice, you will be deemed to have agreed to the amendments to this Agreement. For Consumer Accounts, certain amendments require advance notice as set forth below in Section 20. If you use our services for Consumer Accounts after receiving such a notice and the expiration of the required notice period, you will be deemed to have agreed to the amendments to this Agreement.

1. **Definitions.** As used in this Agreement, the following defined terms have the corresponding meaning set forth below.

- a) **Accounts:** your accounts at the Bank that you wish to access as permitted by this Agreement through our Online Banking Service.
  - b) **Account Agreement:** the agreement you entered into to open or maintain an Account, including any signature card, “terms and conditions”, disclosures or similar document for the Account.
  - c) **Business Accounts:** any Accounts that are not Consumer Accounts.
  - d) **Business Day or Days:** Monday through Friday, excluding Federal holidays.
  - e) **Consumer Accounts:** Accounts of individuals established primarily for personal, family, or household purposes.
  - f) **Electronic Funds Transfers (often referred to as “EFT”):** pre-authorized transactions and transfers to and from your Accounts using our Online Banking Service, including bill payments.
  - g) **Enrollment Agreement:** the enrollment agreement you complete and sign for online access.
  - h) **Modification Agreement:** any modification agreement signed by you and us that modifies your Enrollment Agreement for your Business Account or other document signed by you and us that specifically refers to itself as part of this Agreement.
  - i) **Online Banking Service:** the services provided pursuant to this Agreement.
  - j) **User ID:** your login username for Online Banking Service.
  - k) **We, our, us, or Bank:** ANB Bank.
  - l) **You or your:** the accountholder authorized by the Bank to use our Online Banking Service under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder’s funds through our Online Banking Service.
2. **Access.** To use our Online Banking Service, you must have at least one Account at the Bank, access to Internet service, an email address and a telephone number. Once we have received your completed and signed Enrollment Agreement and verified your Account information, we will send you, either by email, postal mail or automatic acceptance through auto-enrollment, confirmation of our acceptance of your enrollment, along with your User ID if necessary. Our Online Banking Service can be used to access only the Account(s) that you have designated for access by our Online Banking Service in your Enrollment Agreement. If you have a User ID associated with Business Accounts, you can add or delete Accounts from this Agreement by signing a Modification Agreement. If you have a User ID associated with only Consumer Accounts, you can add or delete accounts by sending a secure message specifying the complete account number(s) to be added or deleted and the User ID involved. Access to your Accounts through our Online Banking Service will be based upon the identification of users and access levels specified by you in your Enrollment Agreement and in accordance with Section 3 of this Agreement. We undertake no obligation to monitor transactions through our Online Banking Service 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 multifactor authentication that if not followed may deny access to your Accounts through the Online Banking Service. To avoid denial, please note the following: our Online Banking Service requires that you correctly enter your User ID and the password you have selected. If denied access, you must communicate with a customer care representative during the hours specified in Section 8 below to regain access to Online Banking Service for your Account. If you relinquish ownership of an Account, you must notify us of this change immediately.

3. **Authorized User; Changes to Business Account Authorizations.** When you enroll in our Online Banking Service, if you have a User ID associated with Business Accounts, then you must designate one or more persons as “supervisory users” for all Accounts associated with that User ID. A supervisory user has broad powers to change the rights of other users with online access to the Accounts associated with your User ID, including changing other users into supervisory users. Each person indicated as a “supervisory user” will have the power to determine which users may access which Accounts and what transactions the users may effect in the various Accounts. Any transaction effected by any user in accordance with powers enabled by a supervisory user will be a fully authorized transaction. You hereby grant a durable power of attorney for each supervisory user to access and effect transactions to or from your Account to the full extent indicated above or authorized in the future by any supervisory user. This power of attorney includes full power with respect to banks and financial institutions. Each attorney-in-fact that is or in the future becomes a “supervisory user” shall have the power to delegate any or all authority granted under this power of attorney by designating new supervisory users. We shall be entitled to rely on this power of attorney until we have had a reasonable opportunity to act, but no less than five Business Days, after your supervisory user eliminates that person’s access to your Account through our Online Banking Service or you complete a Modification Agreement removing that user from your Account. You accept full responsibility for the actions of each of your supervisory users for Accounts.

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 that you have authorized or that is authorized by a supervisory user, whether now available or available at some time in the future; and
  - use our 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. **Difference with Physical Signature Cards.** You understand that access to your Accounts through our Online Banking Service is separate from physical signature cards that authorize signatories for your account. If you change the authorized signers on your Business Account, that will not automatically change who is authorized to access your Accounts through our Online Banking Service. In particular, if you remove a person as an authorized signer on your account, that person will still have access to your account through our Online Banking Service unless and until your supervisory user eliminates that person’s access to your Account through our Online Banking Service or you complete a Modification Agreement removing that user from your Account. Similarly, if you remove a person from access to your Account through our Online Banking Service, that person will still be an authorized signer 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. The only exception to this is if we have explicitly agreed in writing to require “dual control” (i.e. approval by two persons) for you to effect ACH Entries or wire

transfers involving your Business Account. This means that, if we have not so agreed to apply dual control, any person who is authorized to act as a user on your Accounts through our Online Banking Service 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 the terms and conditions of your account.

6. **Our Online Banking Service.** You may use our Online Banking Service to check the balance of your Accounts, view Account histories, transfer funds between your Accounts, order checks, view eStatements, view check images, make stop-payment requests, receive secure messages, set Account alerts, download banking transaction information and pay bills from your Accounts in the amounts and on the dates you request. In addition, you may utilize one of the downloadable apps for iOS or Android devices for mobile banking and enroll for mobile deposit. You may also obtain other services through other agreements you and we may enter into.
  
7. **Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate Electronic Fund Transfers between your Account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an Electronic Fund Transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. You should provide your bank and account information (whether over the phone, the Internet, or via some other method) only to trusted third parties whom you have authorized to initiate these Electronic Fund Transfers. Examples of these transfers include but are not limited to the following:
  - **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
  - **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
  - **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
  - **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an Electronic Fund Transfer to collect a charge in the event a check is returned for insufficient funds.

Balance and activity information will generally be updated as soon as practicable. The balance and transaction activity that you view through online access is not the official record of your account or its activity. Your statement that we mail or send to you electronically is the official record. We charge our normal fees for checking account activities, but there are no extra

charges for conducting these activities through our Online Banking Service (except as specifically posted, such as the charge for Business Accounts for the bill payment service).

8. **Hours of Access; Hours of Operation.** You may generally use our Online Banking Service seven days a week, 24 hours a day. There will be times, however, when some or all of our Online Banking Service may not be available and we will not have any responsibility or liability for such unavailability. We will try to reasonably minimize such periods of non-availability, and agree, when practical, to post notice of any extended periods of non-availability on our Online Banking Service website. Please note that our present staff support hours are 7AM to 6PM Mountain Time, Monday through Friday and Saturday, 8AM to 12PM Mountain Time. We may change these hours by posting the new hours on our website. We are closed on Sundays and Federal holidays.
9. **Your Password.** For security purposes, you are required to create your password upon your initial login to our Online Banking Service. You determine what password you will use. The identity of your password will not be available to us. To the maximum extent allowed by law, 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. If your access to our Online Banking Service is disabled, to re-establish your authorization to use our Online Banking Service, you must contact us to enable your login.

Your password must be between eight and 30 characters in length. Our system requires a password to contain at least one lower case 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 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 finished using our Online Banking Service.

10. **Security.** You understand the importance of your role in preventing misuse of your Accounts through our Online Banking Service 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. To the maximum extent allowed by law, you, not we, are responsible for any such access. Your User ID and password are intended to provide security against unauthorized entry and access to your Accounts. Data transferred via our Online Banking Service uses SSL encryption in an effort to provide transmission security, and we use identification technology to verify that the sender and receiver of Online Banking Service transmissions can be appropriately identified by each other. Nevertheless, you acknowledge that the Internet is inherently unsecure and that all data transfers, including email, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that data transfers using our Online Banking Service, or email 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. We may use a variety of methods to verify your identity when you log in to our



Online Banking Service. These methods may include User ID, password, one time secure access code, IP address, electronic cookie, virtual flash shared objects, and detection of browser version. We may change from time-to-time which methods we use to verify your identity, but we will safeguard the information obtained in the same manner as other confidential customer information, though we are not obligated to use, and are not committing to use, any particular method.

11. **Fees and Charges.** You agree to pay the fees and charges for your use of our Online Banking Service as set forth in the current fee schedules posted on [anbbank.com](http://anbbank.com), as we may update from time-to-time, or as we may otherwise inform you (Personal Fee Schedule can be found at <https://www.anbbank.com/personal-miscellaneous-fees>; Business Fee Schedule can be found at <https://www.anbbank.com/business-miscellaneous-fees>). If you requested our Online Banking Service with no Treasury Management features 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 you designate (or any other account of yours if there are not enough funds in your designated Account). If you close that designated Account, you must contact us immediately to designate another Account as your designated Account to be charged and you grant us the right to deduct such fees from any other accounts you may have with us. 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 our Online Banking Service. The Bank's standard fees for services are still applicable. To the maximum extent allowed by law, 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.
12. **Posting of Transfers.** Transfers between your ANB Bank deposit and/or loan accounts initiated through our Online Banking Service before 6:15PM Mountain Time on a Business Day are posted to your Account the same day. Transfers involving banks other than ANB Bank initiated through our Online Banking Service will be posted in accordance with the deadlines and schedules contained in your other agreements with us for the services you use to effect those transfers. 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.
13. **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 23 below: (a) Electronic Fund Transfers involving currency disbursements, like ATM withdrawals, will have priority; and (b) Electronic Fund Transfers initiated through our Online Banking Service that would result in an overdraft of your Account may, at our sole discretion, be cancelled.

If Electronic Fund Transfers initiated through our Online Banking Service would result in an overdraft of your Account and are not cancelled, overdraft charges may be assessed pursuant to the Account Agreement for that Account.

14. **Limits on Amounts and Frequency of Online Banking Transactions.** The number of transfers from your Accounts and the amounts that may be transferred may be limited pursuant to your Account 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. However, if we do effect a transfer under these circumstances despite not being obligated to do so, you will still be obligated for any shortfall. Your participation in our Online Banking Service 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. Regulations may require us to limit pre-authorized transfers. For example, with respect to a Savings Account or Money Market Account, you can make no more than six transfers per statement period by pre-authorized, automatic, telephone or online banking transfer or withdrawal by check, draft, debit card or similar order to you or third parties.

15. **Online Banking Bill Payment Service.** There is a separate agreement and disclosure form that you must enter into with us to use our online bill pay service. 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.

16. **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<sup>®</sup>, Quickbooks<sup>®</sup>, or any other account aggregation service. 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 or other use of such software.

**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 your responsibility 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 endorsement or 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.

17. **Stop-Payment Requests.**

**Bill Payments.** Stopping the payment of a check is different from the cancellation of a bill payment. If you have signed up for our bill pay service, you can access that service for instructions on how to cancel a bill payment and deadlines.

**Checks you have written.** You may initiate stop-payment requests online via our Online Banking Service only for paper checks you have written (non-electronically) on your Accounts. Online stop-payment requests are processed 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 or sooner under applicable law. You will incur stop-payment charges as disclosed in the current fee schedule 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 Fund Transfer not otherwise described above in this Section 17, you must call our Customer Care number; you cannot use our Online Banking Service for this purpose. The number is 1-866-433-0282. Please see Section 8 of this agreement for hours of operation. You may also stop payment of such a transfer by physically visiting a branch during normal business hours on a Business Day.

You must call us at the telephone number or visit a physical Bank branch in time for us to receive your request at least 3 Business Days before the payment is scheduled to be made. We may also require you to put your request in writing and deliver it to us in accordance with Section 26 within 14 days after you call. Please refer to our current fee schedule for the amount we will charge you for each stop-payment order you give.

**Liability for failure to stop payment of preauthorized transfer from a Consumer Account.** If you properly order us to stop one of these payments at least three Business Days before the transfer is scheduled from a Consumer Account, and we do not do so, we will be liable for your losses or damages to the extent required by law. You agree to indemnify and hold us harmless from and against any loss incurred by us if we do not pay a preauthorized EFT because any of the information relied upon in the stop payment order is incorrect or incomplete or a valid stop payment order is in effect.

18. **Disclosure of Account Information and Transfers.**

We will disclose information to third parties about your account or the transfers you make:

- a) where it is necessary to complete any transfer; or
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- c) in order to comply with any law, rule, regulation, subpoena or government agency or court orders; or
- d) if you give us written permission.

Other circumstances under which we will disclose information about you, your Accounts, or your Online Banking Service are set forth in the contracts, notices, and disclosures that have been separately provided to you and in accordance with our privacy policy disclosed on our Website. You agree to and hereby authorize all of these disclosures of information.

19. **Periodic Statements.** Transfers to and from your Accounts using Online Banking Service will appear on the periodic statements for your Accounts.

You will receive a monthly account statement from us for your checking accounts. You will also receive a monthly account statement from us for your savings accounts, unless there are no transfers to or from your savings account in a particular month. In any case, you will get a statement at least quarterly.

20. **Change in Terms.** We may change any term of this Agreement at any time. If the change applies to Consumer Accounts and 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 21 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 our Online Banking Service website or send it to you by postal mail or, if legally permissible, by email or secure message. We are not required to give you advance notice of a change except as specified in this Section 20 or as required by law. 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 of our Online Banking Service after notice is provided to you and, if applicable, any required notice period has expired, or the stated effective date, if any, 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 Account Agreements and disclosures.

21. **Consumer Accounts: Liability; Errors or Questions about Your Electronic Fund Transfers.** This Section 21 applies to errors and questions relating to Consumer Accounts. Section 22 below applies to Business Accounts. When applicable, we may rely on any exceptions to the provisions in this Section that are covered in Regulation E. All terms in this Section not defined in this Agreement but defined in Regulation E will have the meaning given in Regulation E.

- a) **Consumer Accounts: Your Liability for Unauthorized Transfers.** You must tell us AT ONCE if you believe your password has been discovered or stolen 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 26. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two Business Days after you learn of the loss or theft of your password, you can lose no more than \$50 if someone used your password without your authority. If you do NOT tell us within two 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. (Please note that if applicable state law imposes a lower limit for liability for a Consumer Account than is provided by this section, the consumer's liability shall not exceed the amount imposed under the state law or agreement.)

Also, if your statement shows transactions that you did not make, notify us at once. If you do not notify us within 60 days after the first statement on which the transaction appeared was provided to you in accordance with your Account Agreements, 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 and any further right to make a claim will be waived. 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 period. Notice of lost passwords or unauthorized transactions may be 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 Fund Transfers.** In case of errors or questions about your Electronic Fund Transfers, you must call or write us as indicated in Section 26 below at once, if you think your statement is wrong or if you need more information about an Electronic Fund Transfer listed on the statement. We must hear from you no later than 60 days after we provide you 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 Electronic Fund Transfer 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 and date 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 an additional 45 days to investigate your complaint or questions. If we decide to do this, we will provisionally 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 provisionally credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated Electronic Fund Transfers, 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 provisionally 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 three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation and settle the account. You may ask us for copies of the documents that we used in our investigation. If no error is found and we provided provisional credit to you during the investigation period, such provisional credit will be debited from your Account upon the completion of the investigation finding of no error. We will notify you of the date and the amount, which is to be debited (or refunded back to us for the provisional credit) from your Account. We will honor overdrafts, up to the provisional credit amount (or amount debited from your Account), for up to five Business Days following the date of debiting the provisional credit from your Account, at no charge to you.

- c) **Consumer Accounts: Liability for Incomplete Transactions.** If we do not complete an Electronic Fund Transfer 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 23.

22. **Business Accounts: Liability; Errors or Questions about Your Electronic Fund Transfers.** This Section 22 applies to errors and questions relating to Business Accounts. Section 21 above applies to Consumer Accounts.

- a) **Business Accounts: Responsibility and Liability for Electronic Fund Transfers.** You are solely responsible for the security of your password(s) for your Business Account. To the maximum extent allowed by law, all Electronic Fund Transfers made with your password are conclusively presumed to have been authorized by you. We shall have no liability to you for any unauthorized Electronic Fund Transfers 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 an Electronic Fund Transfer to or from your account in time or in the correct amount under any circumstances listed in Section 23. In other cases, if we fail or delay in making an Electronic Fund Transfer pursuant to your instructions, or if we make an Electronic Fund Transfer in an amount less than the amount in your instructions, then (unless otherwise required by law) our liability shall be limited to interest on the amount that we fail to timely pay or transfer, calculated from the date on which the Electronic Fund Transfer 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 Electronic Fund Transfer, 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 an Electronic Fund Transfer in an amount that exceeds the amount in your instructions, or if we permit an unauthorized Electronic Fund Transfer 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 Electronic Fund Transfer 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.** You acknowledge that you have had the opportunity to receive information regarding our security procedures, and you agree that the authenticity of payment orders we receive in your name will be verified pursuant to those procedures. Your use of our Online Banking Service for Business Accounts shall be deemed an admission by you that the procedures are a commercially reasonable method of providing security against unauthorized payment orders. In addition, from time-to-time we may offer you a choice among security procedures, and in any such event you agree to the maximum extent allowed by law to be bound by any payment order, whether or not authorized, issued in your name and accepted by us in compliance with the security procedure chosen by you. **IN NO EVENT WILL WE BE LIABLE TO YOU FOR PUNITIVE, 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 our Online Banking Service to you, including any reasonable legal fees we have.

23. **Failure to Complete a Transaction.** 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. For a Consumer Account, we will not be liable in certain circumstances, including, but not limited to, the following:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If you have an overdraft line and the transfer would go over the credit limit;
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- If 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, terrorism, or delay in the US Mail) prevent the transfer; or
- Any other exceptions allowed by law.

For a Business Account, circumstances where we will not be responsible for any charges imposed or other actions taken by a payee or any other related damages when we do not complete a transfer to or from your account on time or in the correct amount include the following:

- You do not have enough available funds in your Account to make a transfer.
- A legal order directs us to prohibit or limit withdrawals from the Account.
- Your Account is closed or has been frozen.
- 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.
- You, or anyone authorized by you, commits any fraud or violates any law or regulation.
- Any electronic terminal, telecommunication device, or any part of the online banking electronic fund transfer system is not working properly.
- Other events have occurred as described in your agreement for bill pay or other services.
- You have not properly followed the on-screen instructions for using our Online Banking Service.
- You have not properly scheduled a payment or the information you have provided in connection with the transaction is incomplete or incorrect.
- A third party through whom any bill payment is to be made fails to properly transmit the payment to the intended payee.
- 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, terrorism, or delay in the US Mail) prevent the transfer.

- Your computer, tablet, mobile phone or other device, modem, Internet or other network connection is not working properly.
- Our Online Banking Service is unavailable because maintenance or repair work is being performed and it prevents the transfer.
- Someone gains access to your accounts without your permission.
- We suspect that unauthorized use of your password or Account has occurred or may be occurring (although this does not limit your responsibility for protecting your password or impose liability on us for any action initiated with your password).

24. **Your Right to Terminate.** You may cancel your Online Banking Service at any time by providing us with written notice by postal mail, fax or email. Your access to our Online Banking Service will be suspended once we have had a reasonable opportunity to act, which shall be no less than three Business Days, after 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.

25. **Our Right to Terminate.** You agree that we can terminate or limit your access to our Online Banking Service for any of the following reasons:

- a) Without prior notice, if you have insufficient funds in any one of your Accounts. Your Online Banking Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- b) 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.
- c) If we suspect fraudulent activity on any of your accounts or Online Banking Service.
- d) Upon reasonable notice, for any other reason in our sole discretion.

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

Email – You can contact us by secure message after logging in or by email sent to [info@anbbank.com](mailto:info@anbbank.com). (Please note that you cannot initiate a banking transaction via email.)

If you send us a secure message or email, 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 secure message or email. You agree not to rely on the secure message or email 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 (866) 433-0282.

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

Postal Mail – You can write to us at: ANB Bank, Customer Care Center, P.O. Box 9250, Colorado Springs, CO 80932-0250.



In Person – You may visit us in person at any one of our locations. Please refer to our website, <https://www.anbbank.com/locations>, for a current list of locations.

You agree to notify us immediately of any change in your email or postal mail address, your facsimile number or your telephone number. You agree always to maintain a valid email and postal mail address and telephone number with us. For notices that are allowed by law to be given by email, any notice we send to your email address shall be considered given at the time we transmit the email. Any notice we send to your postal address is considered given three Business Days after we deposit it in the mail and any notice we send to you by facsimile is considered given at the time we transmit the facsimile to the number you have provided us.

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 ANB Bank.

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

## 27. 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 our Online Banking Service. 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 or such separate disclosure limits our liability to you to a lesser extent, in which case this section shall govern to the extent permissible by law. 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 Service provided to you under this Agreement. We do not and cannot warrant that our Online Banking Service will operate without errors, or that any or all of our Online Banking Service 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 affiliates and our and their officers, directors, employees, agents or contractors (collectively, "Bank Parties") 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 our Online Banking Service, including, without limiting the generality of this disclaimer, loss of profits, revenue, data or use by you or any third party or attorneys' fees, whether in an action in contract or tort or based on a warranty even if we are advised in advance of the possibility of such damages.** In no event shall the liability of the Bank Parties exceed the amounts paid by you for the services provided to you through our Online Banking Service for the 12 month period preceding the event giving rise to the liability. 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 Accounts or as otherwise required by law, if you are an owner of any Accounts, you agree to release from any claim and indemnify and hold all Bank Parties 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 our Online Banking Service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of our Online Banking Service by you or your authorized representative. This obligation survives any termination of this Agreement or the closing of any Account.
- 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 or 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 our Online Banking Service.

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 other documents specifically incorporated by this Agreement, along with other documents you and we may agree to that specifically refer to this Agreement, constitutes the entire agreement with respect to the subject matter of this Agreement 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.

28. **Disputes.** To the maximum extent allowed by law, you and we agree that any dispute that you and we have relating to this Agreement or any Online Banking Service 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. Any such arbitration must take place in the capital city of a state in which we have a physical bank branch, and 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 (or if you are already enrolled in our Online Banking Service, by continuing to use the service after being notified of this Agreement in accordance with this Agreement), you are entering into a contract, and you agree to all terms and conditions listed in the this ANB BANK ONLINE BANKING AGREEMENT AND ELECTRONIC FUND TRANSFER ACT DISCLOSURE. You also acknowledge the following about our online banking service:

- 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 from 7AM to 6PM Mountain Time and Saturday from 8AM to 12PM Mountain Time. Our Support Line is not open on Sundays or Federal Holidays.
- You are responsible for keeping your email and postal address and phone number current in our records and for accepting electronic communications from us.
- We do not guarantee the availability of our Online Banking Service or the accuracy of data displayed by it.

Please note that this agreement is updated as and when needed.