

BANK OF DENVER ONLINE BANKING AGREEMENT AND DISCLOSURE

This Online Banking Agreement and Disclosure (the "Agreement") is used to inform you of appropriate uses of Online Banking to obtain information about your accounts, transfer funds between your accounts and to inform you of other banking services available through the Internet.

Online Banking Transactions

The following transactions may be conducted online: (1) Transfers between Checking, Money Market, Savings and Loans. (2) Payments to Loans. (3) Obtain available and current balance and transaction history on Checking, Money Market, Savings, Certificates of Deposits and Loans. You may access our Online Banking service at www.thebankofdenver.com.

Funds Transfer Service

Funds may be transferred between Bank of Denver accounts only. Your name must appear in the legal title in order to make transfers between accounts. Funds may not be transferred between accounts with legal or signature restrictions.

Through Online Banking, immediate transfers may be made between specified deposit accounts. You or your authorized representative is responsible for all transfers made using Online Banking. All such transfers are effective once the transaction is completed online. On the date you enter a transaction, funds must be available in the account from which you wish to transfer funds. **Charges for Transactions** – For a listing of fees, refer to the Bank of Denver Fee Schedule, available on this website or at any Bank of Denver office. Bank of Denver reserves the right to change the Fee Schedule from time to time. Charges will be made to your account in accordance with the Fee Schedule, which will be provided to you prior to assessment. **Record of Transaction** – You will receive a monthly statement showing the status of your account, the transactions made during the past month and any charges imposed for such services or transactions. As an Online Banking customer, you also agree to the "Terms & Conditions of your Deposit Account Disclosure" that you received when you opened your deposit account.

Stop Payment on a Preauthorized Transfer

To stop payment on a preauthorized transfer call us or write us in time for us to receive your request three business days before the scheduled transfer from your account. If you call, we may also require you to put your request in writing and get it to us within 14 days. We will charge you our normal stop payment fee for each stop payment you order.

If you order us to stop a preauthorized Electronic Funds Transfer (EFT) debit three business days or more before the scheduled transfer and we do not stop it, we will be liable for your losses or damages to the extent required by law. If your preauthorized EFT debit varies in amount, the third party you are going to pay will tell you 10 days before the payment when it will be made and how much it will be.

Error Resolution

In case of errors or questions about your EFT, telephone us at (303) 572-3600, write us at Bank of Denver, P. O. Box 5081, Denver, CO 80217, or E-mail us at customerservice@thebankofdenver.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer 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. (1) Tell us your name and account number (if any). (2) Describe the error or the 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. (3) 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 will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time 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 not 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. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Security and Protecting Your Account

Bank of Denver is committed to the protection, security and confidentiality of its customers' account information. In an effort to maintain this commitment, Bank of Denver utilizes the latest technology in the ongoing development of its Online Banking service.

Bank of Denver uses the following methods to protect account information: (1) Online Banking may only be accessed with browsers that use 128-bit encryption. If you do not have this feature, Online Banking will provide a link to upgrade your current browser to 128-bit encryption. (2) Account numbers will not be displayed or transmitted across the Internet. (3) You must have a valid identification number and PIN to sign on. When using the correct identification number and PIN, only three attempts will be permitted to log onto Online Banking. After the third attempt, the account will be locked. (4) After 10 minutes of inactivity you will be automatically logged off Online Banking. The following methods should be used to protect account information: (1) Never give out personal information such as your PIN. (2) Never leave your computer unattended while logged onto Online Banking. (3) Always exit by clicking "Exit" after using Online Banking. (4) Notify Customer Service immediately if you suspect that your Identification Number or PIN has become known to or used by an unauthorized person.

Service Availability

Online Banking with Bank of Denver is available 24 hours a day, 7 days a week. However, transactions are processed and information is updated only on business days. **Business days are Monday through Friday except Federal and State of Colorado official banking holidays.** Transfers made on weekends, holidays or after 6:00 p.m., will be processed the next business day.

There are times Online Banking may be down for extended periods of time for maintenance, system upgrades or to resolve equipment problems. During these periods, the Online Banking system will notify you of such activity when you attempt to log on.

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Unauthorized Transactions or Loss or Theft of Your Computer or Your Online Banking Identification Number or Password

If you believe your computer or your Online Banking Identification Number or PIN have been lost or stolen or that someone has used them without your authorization, immediately change your PIN. This is done by going through the Options Menu. Also contact us immediately in writing, or by calling or e-mailing at: Bank of Denver; P. O. Box 5081; Denver, CO 80217; 303-572-3600 (Business Hours Only) customerservice@thebankofdenver.com. Quickly telephoning the bank is the best way to contact us. Because the Internet is not always secure from being read by just anyone, do not include account or social security numbers in your e-mail. A brief message should include only your name, address and what the problem might be.

Your Liability

As an Online Banking customer you agree to the following: (1)The terms of the Online Banking Agreement and Disclosure. (2)The direct deduction from your account of any fees accrued. (3)The liability for all transactions that you authorize. If you have given someone your Online Banking Login Codes and want to terminate that person's authority, it will be necessary to change your Identification Number and PIN and inform the bank in writing of your intentions. You are responsible to allow sufficient time for your payee to receive and process the payment before the payment due date. This time can typically be from 2 to 5 business days.

You will be liable for an unauthorized EFT involving your account. It is very important for you to notify Bank of Denver as soon as possible if you learn of an unauthorized transfer or the loss or theft of your computer, Identification Number or PIN. If you notify us within 2 business days after you learn of the loss or theft of your computer or your identification number or PIN, your liability will not exceed the lesser of \$50 or the amount of unauthorized transfers that occur before you give notice to Bank of Denver. If you do not notify Bank of Denver within 2 days after learning of the loss or theft, your liability will not exceed the lesser of \$500 or the sum of (i) \$50 or the amount of unauthorized transfers that occur before you give notice to Bank of Denver (whichever is less), and (ii) the amount of unauthorized transfers that occur after the close of 2 business days before your notice to Bank of Denver (unless those transfers would have occurred even if you had given Bank of Denver notice within 2 business days).

You should carefully review and reconcile your monthly statement every month, and report immediately any discrepancies to Bank of Denver. If you do not report an unauthorized EFT within 60 days after Bank of Denver sends you the monthly statement, your liability will not exceed the amount of the unauthorized transfers that occur after the close of the 60 days and before your notice to Bank of Denver (unless those transfers would have occurred even if you had given Bank of Denver notice within the 60 days). This liability is in addition to the liability disclosed in the preceding paragraph.

Business Days

The business days of Bank of Denver are Monday through Friday, excluding days that are official Federal or State of Colorado holidays.

Bank of Denver's Liability for Failure to Complete Payments or Transfers

The bank will be liable for damages proximately caused by the bank's failure to make a transfer in accordance with the terms and conditions of your account in the correct amount or in a timely manner given proper instructions, except where: (1)Through no fault of the bank, insufficient funds exist in the account from which a payment or transfer is to be made, the account has been closed, the account is not in good standing or a payment or transfer is reversed because of insufficient funds. (2)The funds in the account from which payment or transfer is to be made is subject to legal process or other claims restricting the transaction. (3)Any payment or transfer made would exceed the credit limit of an account. (4)Regulations of the Federal Reserve Board excuse the bank's liability. (5)If the failure of the bank was unintentional and resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably adapted to avoid such error, the bank is only liable for actual damages proved. The bank will be liable for damages proximately caused by the bank's failure to make a transfer due to insufficient funds when the bank failed to credit, in accordance with the terms and conditions of the account, a deposit of funds to your account that would have provided sufficient funds to make the transfer. The bank will be liable for failure to stop payment of a preauthorized transfer from your account when you instructed us to do so in accordance with the terms and conditions of the account, as long as all information provided by you is correct. Other circumstances may limit the bank's liability depending on the individual facts and the law at the time, such as: (1)Incomplete or incorrect account information or other identifying information has been given to the bank that prevents the proper credit of your account or the completion of the transaction. (2)Instructions for a payment or transfer have not been given to the bank in a timely manner to permit completion of a transaction by its due date. (3)Circumstances or persons beyond the bank's control prevent, delay, intercept or alter the transaction, despite reasonable precautions taken by the bank. (4)The bank has reason to believe that a requested transaction is unauthorized. (5)Failure was caused by fire, other catastrophe, electrical failure or causes beyond the bank's control.

Change of Terms

Bank of Denver reserves the right to amend or terminate the services offered from time to time. Notification of such amendment or termination will be to your last mailing address or e-mail address a minimum of 30 days prior to such amendment or termination.

Waiver of Agreement

Occasional waiver of any term of this Agreement by the bank will not prevent it from asserting its rights to these terms in the future.

Termination

The Online Banking Agreement may be terminated at any time upon your written notice to the bank. Upon termination, you authorize the bank to continue making transfers and bill payments previously authorized by you until the bank has reasonable opportunity to act upon the termination notice. Once the bank acts upon the termination notice, no further transfers or payments will be permitted from your account. If Bank of Denver terminates your Online Banking service, it reserves the right to make no further transfers or payments from your account, including any transaction previously authorized by you.