

ONLINE BANKING AGREEMENT AND DISCLOSURE

Bank of Denver
810 East 17th Ave
Denver, Colorado 80218
(303)572-3600
www.thebankofdenver.com

ONLINE BANKING AGREEMENT. This Online Banking Agreement and Disclosure ("Agreement") governs the use of our Online Banking Services ("Online Services") and serves as the agreement between you and Bank of Denver. It is important that you read and understand the terms and conditions provided in this Agreement before you accept its terms. Your use of Online Services constitutes your acceptance and agreement to the terms and conditions of this Agreement as well as any other terms made available to you using Online Services. Additionally, your use of any Online Services that we introduce in the future constitutes an acknowledgment and agreement to the terms and conditions associated with those Online Services. Any agreements, amendments, notices, periodic statements, and other communications may be provided to you in electronic format if you have authorized that format of delivery. If you have any questions about this Agreement, contact us prior to acceptance.

DEFINITIONS.

- 1.1 The terms "you," "your," "authorized user," and "account owner" refer to the account owner, authorized signers, or individuals authorized by the account owner to access Online Services. The terms "we," "us," and "our" refer to Bank of Denver, the financial institution.
- 1.2 "Account" refers to your account(s) with us that you have designated for Online Services access and that we allow to be included under these Online Services. The type(s) of account that may be designated for Online Services include consumer deposit accounts, such as Checking, Savings, NOW, Money Market, and Certificate accounts. You must be an account owner/authorized signer for each account that you designate and each account must permit withdrawal by a single signer.
- 1.3 "Login Credentials" refers to the combination of your Online Services identification and password that must be used together to securely access your account information.
- 1.4 "Disclosures" refer to any regulatory disclosures provided to you at the time of depository account opening, such as the Truth In Savings Disclosure, Funds Availability Disclosure, Electronic Fund Transfer Disclosure and Agreement, Privacy Disclosure, Substitute Check Policy Disclosure, as well as any Fee Schedule.
- 1.5 "Business Day" refers to the financial institution's hours of operation for the purpose of conducting banking business: Business days are Monday through Friday except Federal and State of Colorado official banking holidays..
- 1.6 "Check Image" refers to the digital image of any check you transmit to us using Remote Deposit Capture.
- 1.7 "Item" refers to the definition provided in Article 4 of the Uniform Commercial Code: an instrument of a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment order governed by Article 4A or a credit or debit card slip.
- 1.8 "Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: (1) a negotiable demand draft drawn on or payable through or at an office of a bank; (2) a negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank; (3) a negotiable demand draft drawn on the Treasury of the United States; (4) a demand draft drawn on a state government or unit of general local government that is not payable through or at a bank; (5) a United States Postal Service money order; or (6) a traveler's check drawn on or payable through or at a bank. The term check includes an original check and a substitute check.
- 1.9 "Original Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: the first paper check issued with respect to a particular payment transaction.
- 1.10 "Substitute Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: a paper reproduction of an original check that – (1) contains an image of the front and back of the original check; (2) bears a MICR line that, except as provided under ANS X9.100-140, contains all the information appearing on the MICR line of the original check at the time that the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured; (3) conforms in paper stock, dimension, and otherwise with ANS X9.100-140; and (4) is suitable for automated processing in the same manner as the original check.
- 1.11 "Record" refers to a writing created, generated, sent, communicated, received, or stored by electronic means.

SYSTEM REQUIREMENTS. Online Services provides you with the convenience and flexibility to perform certain banking transactions and functions for designated Account(s) through internet access on your personal computer or via a wireless handheld device. You must meet the following minimum software and hardware requirements for each device you use to access Online Services:

To use Online Banking, all you need is a Bank of Denver account, an Internet browser capable of supporting 128-bit encryption and an e-mail address. Our service supports the following browsers: Internet Explorer, Firefox (current and prior major releases. Each time a new version is released, support will cease on the third-oldest major version), Safari Version (current release only)

and Google Chrome. Utilizing older browsers may result in disabled functionality or limited access to services. If you decide not to maintain such hardware and software, you may cancel Online Services at any time.

ACCOUNT ACCESS. You may access your Account(s) at Bank of Denver's website, www.thebankofdenver.com. You must follow all necessary instructions and obtain your Login Credentials before gaining access to Online Services. We may also utilize unique identifying information to confirm your identity. Your Login Credentials are used to gain access to Online Services and should be kept confidential at all times. It is recommended that you change your Login Credentials through Online Services, or with the assistance of our customer service, as allowed by our security requirements. There may be additional or optional security measures instituted by us to ensure the security of Online Services.

USE OF PERSONAL INFORMATION. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

ACCOUNT LIABILITY FOR UNAUTHORIZED ONLINE ACCOUNT USE. Subject to federal and state law and the terms and conditions of this Agreement, you are liable for any transaction or function performed using Online Services, whether made by yourself or someone authorized by you using your Login Credentials. You agree to take all reasonable measures to protect the security of your Login Credentials.

As a precaution, we recommend that you do not send emails or other electronic messages containing confidential Account information. You agree to not leave any device unattended while logged into Online Services, and you should never share your Login Credentials with us or anyone else. You understand that we are entitled to act upon any instructions received under your Login Credentials; therefore, you agree to guard and protect your Login Credentials to ensure the security and protection of your Account(s).

If you have any concerns or suspicions that an unauthorized person has gained access to your Account through Online Services, we recommend that you change your Login Credentials if possible and notify us immediately. Our contact information for security issues related to your use of Online Services is provided below.

Address: 810 E 17th Avenue
Denver, CO 80218

Phone: (303)572-3434

Email: customerservice@thebankofdenver.com

TRANSACTIONS AND FUNCTIONS OF THE SERVICES. The transactions and functions available through Online Services may include, but are not limited to, the following:

- Transfer of funds between Accounts
- Transfer of funds between Accounts on a recurring basis
- Balance inquiry on each Account
- Request or retrieve a copy of a paid check, paid share draft, or past statement on the Account
- Change the Account(s) and Access Information for Online Services
- Conduct secure email communication with us regarding Online Services
- The use of our Bill Pay Services
- The use of Remote Deposit Capture ("RDC") services
- The use of Mobile Banking services

The above transaction and function capabilities may be available, either all or in part, depending on the Account, customer type, or other Online Services limitations. We reserve the right to restrict the use of Online Services for any account type or to impose any other limitation or restriction on the use of Online Services.

TRANSACTION LIMITATIONS. Regulation D Transaction Limitations – Federal regulation limits the number of checks, telephone transfers, online and mobile transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including Point of Sale transactions) from each money market and savings type accounts. You are limited to six (6) such transactions from each money market and savings type accounts you have each month or statement period for purposes of making a payment to a third party or by use of a telephone, computer, or wireless handheld device.

ONLINE TRANSACTION FUNDING. In order for us to process an Online Services transfer request, the Account that you have designated for the debit must have sufficient funds to cover the transfer, including any overdraft protection plan coverage, and the funds must be considered available as described in our Funds Availability Policy. Please refer to your Disclosures for any non-sufficient funds fee or other fee(s) that may be assessed. We are under no obligation to you when we have been unable to complete a transfer request due to insufficient or unavailable funds, or due to other circumstances out of our control, such as a system or power failure. If we are consistently unable to complete the requested transfer due to insufficient funds in the designated debit Account, then we reserve the right to cancel the transfer request and to review your Online Services privileges. If

you have opted in to overdraft services, please refer to your account opening Disclosures for any overdraft services policies related to funding your accounts and any overdraft fees.

EFFECTIVE TIMING OF TRANSACTIONS. Online Services are available at any time or day, unless the system is undergoing maintenance. The posting of Online Services transactions before 6:00 PM MST on a Business Day will post the same day and will be included in the available funds for the receiving Account. Transfers requested after 6:00 PM MST on a Business Day or requested on a non-Business Day will post on the following Business Day to the receiving Account and will be considered available funds on that day.

CANCELING A TRANSFER. A one-time transfer is immediate and cannot be canceled. The deadline for canceling a recurring transfer request is 48 hours. If you have any questions or problems canceling the transfer, please contact us.

COST OF SERVICE. Account transaction fees as stated in any Disclosures and Fee Schedule provided to you remain in effect and are not eliminated or changed with the use of Online Services. You have sole responsibility for any service fees you incur from your telephone, internet, or wireless service providers. When signing up for Online Services, a separate schedule of fees and charges specific to these Online Services will be provided.

BILL PAY SERVICES. You can access Bill Pay Services in the same manner that you access other Online Services by using your Login Credentials and meeting any other security measures that we may institute. You must indicate the Account that is to be considered the designated Account to be debited for your bill-paying activities. If using a money market account or savings account, be aware that the number of transactions allowed is limited by federal regulation—see the Transaction Limitations provision of this Agreement.

In order to pay bills, you will need to create a list of payees, providing the information required to log and submit your payments accurately. We require at least 24 hours days as set-up time for Checks and online payments through Bill Pay Services. If you fail to take into account our required set-up time and the payment is received by the payee after the due date, we are not responsible for any late charges or other actions that may be taken by the payee due to the late payment. Please make other payment arrangements for the payment that is due and set-up the next payment to that payee through Bill Pay Services.

We assume responsibility for all reasonable efforts to process your payments through Bill Pay Services in a timely and accurate manner. We accept no liability for any damages you may incur due to insufficient or unavailable funds in the designated Account that may adversely affect payment processing, any inaccuracies in the payee information supplied in regards to this payment, any mishandling or delay in posting by the payee or the payee's financial institution of account, or any system or postal delays or interruptions or any other circumstances out of our control, to the extent allowed by state and federal law and the provisions of this Agreement. Also, contact us immediately if you suspect any security breach of your Login Credentials or any unauthorized activity using Bill Pay Service.

CANCELING BILL PAY SERVICES. You may cancel Bill Pay Services at any time by contacting us via phone, fax, or in any other form or manner acceptable to us. When not canceling in writing or in a Record to us, we may require a Record or writing confirming the Bill Pay Services cancelation. Be aware of any outstanding payments and make arrangements for future payments to the payees. When deleting specific payees only, you may individually delete that payee and retain the Bill Pay Services for any remaining payees.

REMOTE DEPOSIT CAPTURE ("RDC"). RDC services allow you to make deposits to your Account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. The Check Clearing for the 21st Century Act and Regulation CC govern the use of RDC services and have enabled financial institutions to accept Substitute Checks, which are the legal equivalent to Original Checks for all purposes.

RDC FEES AND CHARGES. Any and all fees and charges associated with your Accounts remain in effect when accessing and using RDC services. You understand that standard data charges and messaging rates imposed by your wireless service provider may apply and that these rates and charges are your sole responsibility. Please contact your service provider for additional information.

ELIGIBILITY OF ITEMS. You may only submit Items for deposit that are within the dollar limits established for you. We reserve the right to limit the dollar amount and frequency of deposits made through RDC services by you, and we may raise or lower your dollar limit in the future at our sole discretion at any time. You agree that we are not obligated to accept any Check Image that we determine to be ineligible and you agree to deposit only Checks as defined by section 1.8 in the DEFINITIONS section of this Agreement. You acknowledge that ineligible Items include, but are not limited to, the following: ACH payments or wire transfers, Items drawn on banks located outside of the United States, cash, illegible Items, incomplete Items, Items which are altered in any way, any Check that has previously been converted to a Substitute Check, any Item that contains indecipherable magnetic ink character recognition ("MICR") data, any Check originally made payable to a party other than you and any stale or post-dated Items.

PROCESSING REQUIREMENTS. You agree you will not alter any Original Check or Check Image under any circumstance and you warrant that all Original Checks are authorized for the amount stated on the Check by the person who created the Check. At the time of presentment to you by drawer, any Checks that you initiate for deposit must contain all necessary information on the front and back of the Check, including all endorsements, the identity of the drawer and paying bank that is preprinted on the Check, and the image quality must be in compliance with the minimum requirements established by the American National Standards Institute ("ANSI"). Determination of image quality compliance is in our sole discretion and any Check may be rejected if it does not meet this criteria. You also agree that all Check Images you submit for deposit through RDC services will not contain any viruses or other potentially harmful attributes.

ACCEPTANCE OF ITEMS. We are not responsible for any Items which we do not receive. Items received will each be reviewed for acceptability and any accepted Item will be converted into a Substitute Check. You agree that electronic conveyance of a Check does not equate to receipt of the Check. You agree that a notice confirming receipt of your deposit does not mean the Item is error-free or that it will not be rejected upon further review. If we do reject an Item for any reason, we will provide you with a notice of rejection; however, we will not be liable for loss suffered as a result of the rejected Item. We will also provide you with a notice if your deposited Item is dishonored, in which case you permit us to debit such amount from your account. You may confirm receipt of all deposited Items by viewing your account statements or by contacting us.

RETENTION AND DISPOSAL OF CHECKS. You agree to securely preserve and protect each Original Check for a period of 60 days and during this period you agree to provide any Original Check to us upon request. Once you have obtained confirmation from us that we have received an Item, you agree to indicate its presentment via electronic means directly on the Original Check. You agree you will not deposit or submit any Original Check which you have already submitted or deposited electronically into an account you own with us or at any other financial institution. At the expiration of the 60 day period, you will destroy each Original Check in its entirety to ensure it is not presented for payment again. You understand that any misuse of a Check Image after presentment to us is your responsibility and you will be solely liable for any resulting loss.

MOBILE BANKING. Mobile Banking services refers to all financial services made available to you and which you may access through the use of a wireless handheld device or mobile phone, including but not limited to, viewing account balances, remote deposit capture, and text message banking.

ACCESSIBILITY AND LIABILITY. Our Mobile Banking services are designed to be available 24 hours each day, 7 days per week. We do not warrant that Mobile Banking services will always function properly or that disruption or suspension of Mobile Banking services will not occur. You agree that we will not be liable for any loss, costs, damages, or expenses resulting from the interruption of Mobile Banking services. You also agree that these Mobile Banking services are separate from any services provided by your wireless service provider. Your wireless provider is responsible for any issues involving your handheld device, your internet access, or any other of its services and products you use to access Mobile Banking services. Standard data and messaging rates, short message service (SMS) fees, and other charges from your wireless provider apply when utilizing Mobile Banking services.

MOBILE DEVICES. You are responsible for providing and maintaining your own wireless handheld device and for ensuring that it is compatible with Mobile Banking services. We are not responsible for any problems you may experience with your equipment or for any damage to your device from the use of Mobile Banking services. You understand that wireless devices may be subject to viruses, and we are not responsible for ensuring your device is protected from these viruses.

TRANSACTION LIMITS. You acknowledge that we may limit the number and frequency of transactions conducted through Mobile Banking services and that we may also place limits on transaction and transfer amounts in our sole discretion.

YOUR LIABILITY. You are responsible for the activity performed through Online Services using your Login Credentials, including any activity performed by others who use your Login Credentials whether or not authorized by you. You also agree to review your Account activity online, through periodic statements or through the use of any other application. If you have any questions or concerns about any Online Services activity, you should contact us immediately.

You acknowledge that you do not own or have any proprietary rights to Online Services and any unauthorized reproduction in whole or in part is strictly prohibited. You agree not to use Online Services to conduct any activity that is illicit or illegal. You agree to comply with all applicable federal and state laws, NACHA Operating Rules, the terms and conditions of this Agreement, and any other Account Agreement or Disclosure by reference, in regards to these Online Services and any transaction or functions performed using these Online Services. In the event of a conflict between this Agreement and any other Disclosure or Agreement provided, the Account Agreement will take precedence over this Agreement.

OUR LIABILITY. We are responsible for taking all reasonable measures to ensure that Online Services are available and functioning optimally, reserving the right to temporarily remove Online Services from access for maintenance or upgrades. We also accept responsibility to process any function or transaction requested by you through Online Services in a timely manner when submitted within the terms and conditions of this Agreement.

The hardware and software specifications for these Online Services are located in the System Requirements section above. We accept no responsibility, and you agree to hold us harmless for any delay or inaccuracy of any transaction or function information due to an interruption or loss of communications in the service provided by your web browser, wireless provider, or your system hardware or software, to the extent allowed by state and federal law. We also accept no responsibility, and you agree to hold us harmless for any system virus or other system problem attributable to Online Services or to your internet or wireless service provider.

CANCELING SERVICE. You may cancel any or all of these Online Services at any time by contacting us at the contact information provided above. Upon cancelation, you agree to immediately discontinue any use of our Online Services, and you agree to remain liable for all transactions performed on your Accounts. We reserve the right to refuse your application for Online Services if your Accounts are not in good standing, and to suspend, restrict, or cancel your authorization to use Online Services at any time, at our discretion. We will take reasonable measures to reach you concerning the Online Service cancelation, but are under no obligation to provide you such notice. If Online Services are reinstated, this Agreement will remain in effect.

GOVERNING LAW. The terms and conditions of this Agreement are subject to and governed by the laws of the state in which the account was opened and federal law. The Accounts designated for access through Online Services continue to be governed under this Agreement and the Disclosures provided to you for each Account. We will notify you of any changes as required by law.

SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement is found to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

ASSIGNABILITY. We may assign our rights and duties under this Agreement to an affiliate or successor. You may not assign your right and duties under this Agreement at any time.

NO WAIVER. You understand and agree that no delay or failure on our part to exercise any right, remedy, power, or privilege under this Agreement shall effect or preclude our future exercise of that right, remedy, power, or privilege.

ACKNOWLEDGMENT. By signing below, you acknowledge that you have received, read, and understand the Online Banking Agreement and Disclosure and consent to all of the terms and conditions contained above.

X _____

Date: _____

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Date: _____

X _____

Date: _____

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Date: _____

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