

**ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT**

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

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to Bank of Denver. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Bank of Denver ATM Card (hereinafter referred to collectively as "ATM Card") or Bank of Denver ATM/Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of EFT services through accounts held by Bank of Denver which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding holidays.

**ELECTRONIC FUND TRANSFER SERVICES PROVIDED**

**ATM CARD SERVICES.** The services available through use of your ATM card are described below.

**BANK OF DENVER ATM CARD SERVICES:**

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may use your Bank of Denver ATM Card to obtain cash advances from your Bank of Denver Fast Draw at an ATM.

**DEBIT CARD SERVICES.** The services available through use of your debit card are described below.

**BANK OF DENVER ATM/DEBIT CARD SERVICES:**

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may use your Bank of Denver ATM/Debit Card to obtain cash advances from your Bank of Denver Fast Draw Account at an ATM.
- You may use your card at any merchant that accepts Visa® debit cards for the purchase of goods and services.

**ATM SERVICES.**

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

You may access your ATM Card or Debit Card through the following network(s): Pulse, Plus, Money Pass, Genie and Cirrus.

**ATM FEES.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

**POINT OF SALE TRANSACTIONS.** Listed below are the cards you may use to purchase goods and services from merchants that have arranged to accept your cards as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your cards, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fee.

The following cards and the corresponding designated account(s) may be used for Point of Sale transactions:

- Bank of Denver ATM/Debit Card: checking account.

Your ATM and Debit cards may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

**AUTHORIZATION HOLDS.** An authorization hold is a temporary hold that is placed on your account for certain debit card transactions. The amount of the temporary hold may be more than the actual amount of the transaction, so your available account balance will temporarily be reduced by the amount of the temporary hold. If the authorization hold or the processing of subsequent transactions causes your account to have non-sufficient funds to pay the transaction, your account may be subject to a non-sufficient fund fee or subject to our Overdraft policy, and if applicable, any overdraft protection plan.

**CURRENCY CONVERSION - Visa®.** When you use your card with the Visa® logo at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

**IMPORTANT ADDITIONAL FEE NOTICE.** Visa® charges an International Service Assessment Fee on all international transactions. Therefore, transactions completed with your Visa® card will be subject to an International Service Assessment (ISA) Fee of 1.0% of the transaction amount when there is a currency conversion. If there is no currency conversion (the transaction is completed in the same currency as your country as cardholder), the ISA Fee will be .8% of the transaction amount.

**SERVICES PROVIDED THROUGH USE OF ANYTIME ACCESS TELEPHONE BANKING.** You may perform the following functions through use of Anytime Access Telephone Banking:

- You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).

**PREAUTHORIZED TRANSFER SERVICES.**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), money market account(s), and NOW account(s).

**SERVICES PROVIDED THROUGH USE OF ONLINE BANKING CASH MANAGEMENT.** Bank of Denver offers its customers use of our Online Banking Cash Management service.

\*Transfer funds between checking and savings

\*Make loan payments from checking or savings

\*Advance on Fast Draw

\*Advance on Line of Credit

\*Receive statements online (limited to 12 month history)

\*Download account information into other financial software

\*View check images online

\*Create a stop payment (Certain fees may apply)

\*View account balance and activity

**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 to pay bills.

## LIMITATIONS ON TRANSACTIONS

### **TRANSACTION LIMITATIONS - BANK OF DENVER ATM CARD.**

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$500.00 through use of ATMs in any one day. You may make up to 10 withdrawals of cash through use of ATMs in any one day.

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the ATM Card is issued. Bank of Denver reserves the right to change dollar amount limits at any time upon prior notification.

### **TRANSACTION LIMITATIONS - BANK OF DENVER ATM/DEBIT CARD.**

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$500.00 through use of ATMs in any one day. You may make up to 10 withdrawals of cash through use of ATMs in any one day.

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the Debit Card is issued. Bank of Denver reserves the right to change dollar amount limits at any time upon prior notification.

**POINT OF SALE LIMITATIONS.** You may buy up to \$1,500.00 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 10 transactions in any one day.

### **OTHER LIMITATIONS.**

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- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- Listed below are access devices that may be used to access a line of credit account, and the line of credit accounts that may be accessed. The amount of any cash advance available through use of your access device is subject to your separate agreement with Bank of Denver, if any. Please refer to your Line of Credit Agreement for disclosures related to such limitations.  
Bank of Denver ATM Card: Bank of Denver Fast Draw  
Bank of Denver ATM/Debit Card: Bank of Denver Fast Draw Account
- We reserve the right to impose limitations for security purposes at any time.
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- Accounts requiring two signatures are not allowed to make account transfers

Loan payments will be made from collected funds only.

Any transactions completed after 6:00 PM Mountain Standard Time will be processed on the next business day.

**LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS.** Federal regulation limits the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six (6) such transactions from each money market and/or savings type account(s) you have each month for purposes of making a payment to a third party or by use of a telephone or computer.

## NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

### **RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.**

**TRANSACTION RECEIPTS.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your ATM Card or Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**PREAUTHORIZED DEPOSITS.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- the person or company making the deposit will tell you every time they send us the money.
- you can call us at (303)572-3434 to find out whether or not the deposit has been made.

**USING YOUR CARD AND PERSONAL CODE.** In order to assist us in maintaining the security of your account and the terminals, the ATM Card or Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM Card or Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM Card may only be used with your personal code. Certain transactions involving your Debit Card require use of your personal code. Your personal code is used to identify you as an authorized user. Because the personal code is used for identification purposes, you agree to notify Bank of Denver immediately if your ATM Card or Debit Card is lost or if the secrecy of your personal code is compromised. You also agree not to reveal your personal code to any person not authorized by you to use your ATM Card or Debit Card or to write your personal code on your ATM Card or Debit Card or on any other item kept with your ATM Card or Debit Card. We have the right to refuse a transaction on your account when your ATM Card or Debit Card or personal code has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM Card or Debit Card and the secrecy of your personal code. You may change your personal code if you feel that the secrecy of your personal code has been compromised. You may change your personal code at an ATM or via the telephone.

**RIGHTS REGARDING PREAUTHORIZED TRANSFERS.**

**RIGHT TO STOP PAYMENT AND PROCEDURES AND NOTICE OF TRANSFERS WHICH VARY IN AMOUNT.**

**STOP PAYMENT RIGHTS AND PROCEDURES.** If you have instructed us in advance to make regular payments out of your account, you can stop any of these payments. To stop a payment,

call us at: (303)572-3434  
or  
write to: Bank of Denver  
PO Box 5081  
Denver CO 80217

or call the telephone number or write to the address appearing on your periodic statement, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT.** If you believe your ATM Card or Debit Card or personal code or internet banking access code has been lost or stolen,

call us at: 1-800-222-XXXX (9-5 pm MST)  
or  
write to: Bank of Denver  
PO Box 5081  
Denver, CO 80218

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**CONSUMER LIABILITY.** Tell us at once if you believe your ATM Card or Debit Card or personal code or internet banking access code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable).

**FOR CARDS.** If your ATM Card or Debit Card is lost or stolen and subsequently used by an unauthorized person, you will only be liable for the lesser of \$50.00 or the amount of money, goods or services obtained by the unauthorized use prior to your giving notice to us of the theft or loss. If the unauthorized use occurs through no fault of your own, no liability will be imposed on you.

**FOR NON-CARD INITIATED TRANSFERS.** If your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the periodic statement or receipt was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account (including your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time.

If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING BANK OF DENVER ATM/DEBIT CARD.** The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Visa® logo. These limits apply to unauthorized transactions processed on the Visa® or Plus Network.

If you notify us about an unauthorized transaction involving your card with the Visa® logo and the unauthorized transaction took place on the Visa® or Plus Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions to the amounts described under "Consumer Liability" above if we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or your card with the Visa® logo. The zero liability provisions do not apply to PIN-based debit transactions not processed by the Visa® or Plus Network, including ATM transactions outside of the United States.

Your liability for unauthorized transactions with your card with the Visa® logo that involve PIN-based debit transactions not processed by the Visa® or Plus Network, including ATM transactions, are described under "Consumer Liability" above.

**ILLEGAL USE OF BANK OF DENVER ATM/DEBIT CARD.** You agree not to use your Bank of Denver ATM/Debit Card for any illegal transactions, including internet gambling and similar activities.

**TRUTH IN LENDING DISCLOSURE.** You may be liable for the unauthorized use of your ATM Card or Debit Card to access a line of credit. Please refer to your Line of Credit Agreement for disclosures related to your liability for unauthorized use.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** In case of errors or questions about your electronic fund transfers,

call us at: (303)572-3434

or

write to: Bank of Denver  
PO Box 5081  
Denver CO 80218

or

email us at: [customerservice@thebankofdenver.com](mailto:customerservice@thebankofdenver.com)

or

use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Bank of Denver no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount

which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. Visa's® cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa® Check Card use within five (5) business days of notification of the loss.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTION.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your ATM Card or Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

#### **CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.**

**PER TRANSACTION CHARGE.** We may assess a fee for each preauthorized transfer, ATM transaction, telephone transaction or Point of Sale purchase you make. Please see the applicable Fee Schedule to determine the applicable amount.

**PERIODIC CHARGE.** We may charge you a fixed monthly or annual charge for the additional services available to you through your ATM Card or Debit Card or otherwise. See the applicable Fee Schedule to determine the amount of the charges.

**FEES.** You may be charged a fee for withdrawals of cash under certain circumstances, whether they take place at proprietary machines or through a network or are Point of Sale transfers or transfers made without the use of your ATM Card or Debit Card. The circumstances under which such charges will be assessed, as well as the amount of the charge, are included in the current Fee Schedule, which is hereby incorporated into this document.

**FEE SCHEDULE.** The Fee Schedule referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from Bank of Denver upon request.

**PREAUTHORIZED TRANSACTIONS.** There are no additional charges for your use of preauthorized electronic fund transfers except as stated in our Fee Schedule, which is incorporated into this document by reference.

You may also be charged for each line of credit cash advance pursuant to the terms of your agreement.

We reserve the right to impose a fee and to change fees upon notice to you.

Please see the fee schedule for fees associated with electronic funds transfers including:

- ATM Card Fees
- ATM Transactions
- Debit Card Fees
- ATM/Debit Card Reissue
- Online Banking Bill Pay

**DISCLOSURE OF ACCOUNT INFORMATION.** You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Bank of Denver and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

**AMENDING OR TERMINATING THE AGREEMENT.** We may change this agreement from time to time. You will be notified at least 30 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

**SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE.** Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your ATM Card or Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

#### **ADDITIONAL PROVISIONS**

Your account is also governed by the terms and conditions of other applicable agreements between you and Bank of Denver.

You agree not to reveal your PIN to any person not authorized by you to access your account.

**ATM/DEBIT CARD:** Any or all joint checking account owners request that one (1) debit card be issued to each of them allowing access to available funds by POS purchases and/or ATM withdrawals. Any and all joint savings account owners request that one (1) ATM card be issued to each of them allowing access to available funds via ATM withdrawals.

By signing the signature card, all signers agree to the terms set forth in the Debit Card/Atm Access Card Agreement. To prevent a card from being ordered, notification must be provided to the institution. Certain restrictions may apply.

**BOUNCE PROTECTION:** This section of the disclosure applies to existing accounts with Bounce Protection that was once offered but no longer is. By signing the signature card all owners request the Institution's Bounce Protection Program. A Customer Overdraft Policy will be provided upon the opening of this account. To prevent enrollment in this program, Notification must be provided to the institution. Bounce Protection applies to personal checking accounts only. Certain restrictions may apply.