

**BANK OF DENVER DIRECT CONNECT
ENROLLMENT FORM (FOR BUSINESS ENROLLMENTS ONLY)**

To enroll, complete and sign this Enrollment Form, then (1) deliver it to a branch, or (2) mail it to Bank of Denver, 810 East 17th Avenue, Denver, CO 82018. If you have any questions, call Customer Service. Bank will deduct your monthly service fees, any other service fees, and bill payments from the Billing Account you designate below. After your Enrollment Form is received and processed, your user Identification (“Customer ID”) and temporary Password will be sent to you.

COMPANY INFORMATION

Company Name		DBA if any:		Business Telephone	
Contact Person’s First Name	Contact’s Person’s Last Name	Contact’s Title	Contact Person’s Telephone		
Company Address			Contact Person’s email		
City	State	Zip Code			
Tax Identification Number or Social Security Number that will be used for Direct Connect			Type of Business Entity (e.g., LLC)		

BILLING ACCOUNT

(the required checking account from which Service fees will be debited). Note: the “Billing Account” can also be a “Payment Account.”

“BILLING ACCOUNT” NUMBER:

“PAYMENT” ACCOUNTS” Eligible Account Types:

Checking, Saving, and Money Market accounts are eligible for “Download,” “Transfer From,” “Transfer To,” and/or “Bill Pay”. Reserve Line accounts are eligible only for: “Download” and/or transfer To”.

All eligible accounts for all Direct Connect functions.

Account Number	Account Type	Check Box(es) to Enable Account(s) For:			
Billing Account	Checking	<input type="checkbox"/> Download	<input type="checkbox"/> Transfer From	<input type="checkbox"/> Transfer To	<input type="checkbox"/> Bill Pay
		<input type="checkbox"/> Download	<input type="checkbox"/> Transfer From	<input type="checkbox"/> Transfer To	<input type="checkbox"/> Bill Pay
		<input type="checkbox"/> Download	<input type="checkbox"/> Transfer From	<input type="checkbox"/> Transfer To	<input type="checkbox"/> Bill Pay
		<input type="checkbox"/> Download	<input type="checkbox"/> Transfer From	<input type="checkbox"/> Transfer To	<input type="checkbox"/> Bill Pay
		<input type="checkbox"/> Download	<input type="checkbox"/> Transfer From	<input type="checkbox"/> Transfer To	<input type="checkbox"/> Bill Pay
		<input type="checkbox"/> Download	<input type="checkbox"/> Transfer From	<input type="checkbox"/> Transfer To	<input type="checkbox"/> Bill Pay
		<input type="checkbox"/> Download	<input type="checkbox"/> Transfer From	<input type="checkbox"/> Transfer To	<input type="checkbox"/> Bill Pay

FOR THE COMPANY:

By: _____ Date: _____

For the Company. In addition, I *personally* warrant that I am a Corporate Officer, Trustee, LLC Manager or Managing Member, General Partner, Sole Proprietor or other Principal or designated agent of the Company, duly authorized by the identified Company to execute this Application and to accept the attached Direct Connect Service Agreement (“Agreement”) on behalf of the Company, and attest that the Agreement is binding upon the Company..

Print the name of signer: _____ Title of signer: _____



BANK OF DENVER DIRECT CONNECT FOR QUICKBOOKS SERVICE AGREEMENT

This Agreement ("Agreement") governs the use of the Bank of Denver Direct Connect for QuickBooks services ("Direct Connect Service"), including the terms and conditions of the Bill Pay Service, and is made and entered into by and between Bank of Denver Bank ("Bank," also referred to as "we") and the sole proprietorship, or other business entity, that has accounts set up on the Direct Connect Service ("Customer," also referred to as "you" or as "Direct Connect Client"). With respect to any provisions for indemnity of the Bank, the term 'Bank' shall include Bank of Denver's officers, directors, employees, shareholders, directors and agents. You are liable for all transactions initiated through the Direct Connect Service, including overdrafts.

QUICKBOOKS SOFTWARE

Before you may use the Direct Connect Service, you must have separately purchased and installed Intuit QuickBooks® software. The software must be a version that is compatible with our Direct Connect Service. You acknowledge and agree that we have no responsibility for, we make no representations or warranties of any kind with respect to, and we have no liability for QuickBooks software, or any software materials provided in connection with such software. QuickBooks is a registered trademark of Intuit, Inc. (hereinafter referred to as "QuickBooks").

SERVICE DESCRIPTION

The Direct Connect Service allows you to access certain of your accounts through QuickBooks. You may access the Bank of Denver checking, savings, money market, or other deposit accounts ("Accounts") we have included in your setup of the Direct Connect Service through the QuickBooks software. Through your QuickBooks software application, you may view balance and transaction information for those Accounts included in your Direct Connect Service setup, download financial information from those Accounts, and submit Bill Pay transactions or internal transfers between those Accounts. You may also be given View-Only access to your loan accounts through the Direct Connect Service. You are solely responsible for granting permissions to your users who are authorized to use your QuickBooks software application to access those Accounts included in your Direct Connect Service setup, including to initiate Bill Pay or internal transfers and to download financial information through the Online Banking module of QuickBooks. If you grant access to a user to the Online Banking module in QuickBooks, you will be allowing that user to initiate Bill Pay transactions, transfer funds, and view and download Account information for any of the Accounts included in your Direct Connect Service setup. If you grant a user View-Only access in QuickBooks, you are allowing that user to view Account transactions and balance information as it is reported through QuickBooks. You may access Account information through the Direct Connect Service 24 hours a day, 7 days a week, except for interruptions due to maintenance, system unavailability, or as a result of matters beyond Bank's control. If you are unable to view or download Account information due to system unavailability, you should contact Bank of Denver Customer Service (as used herein, "Customer Service"). The Direct Connect Service may not be used for any personal, family or household purpose, and you (i) warrant that said Service shall not be used for any such purpose and (ii) agree to protect, defend and indemnify the Bank from and against any loss, liability or damage (including attorneys' fees and other expenses of litigation) resulting, in whole or in part, from your breach of the foregoing warranty.

The terms and conditions of the Bank's deposit account rules and regulations and any applicable fee or service schedule, affiliate agreement, signature card, including any disclosures made pursuant to such agreements, schedules or signature cards, and any authorizations and other agreements related to the Direct Connect Service executed by or made available to Customer and any subsequent amendments to any of the foregoing, are incorporated herein by reference. However, if there is any conflict or inconsistency between the terms and conditions stated in the other Bank agreements and those of this Agreement, the terms and conditions of this Agreement shall control transactions subject hereto to the extent of such conflict or inconsistency. The terms and conditions of this Agreement (including terms of



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the Bill Pay Service), applicable fees, and service charges may be modified or amended by Bank from time to time upon written notice sent to you. Your continued use of the Direct Connect Service after such notification of change shall be deemed to be your agreement to be bound by all such changes. Further, Bank may, from time to time, revise or update the applications, services, required hardware, software and/or other matters related to the Direct Connect Service (including the Bill Pay Service), which may render all prior versions of such applications, services required hardware, software and/or other matters obsolete. Consequently, Bank reserves the right to terminate this Agreement as to all such prior versions of the applications, services, required hardware, software and/or related matters and limit access to only transactions initiated under Bank's more recent revisions and updates.

CONSENT TO ELECTRONIC CONTRACTING AND DISCLOSURES.

You agree that Bank may make agreements with you concerning the Direct Connect Service by electronic means. All agreements entered into by electronic means will be deemed valid, authentic and shall have the same legal effect as agreements entered into in writing. You will be deemed to have received any electronic messages sent to you if such messages are sent to the latest email address you have provided to Bank. You must maintain with the Bank a current email address and telephone number to receive Bank communications relating to the Direct Connect Service. You further agree that electronic copies of communications are valid as "originals" and you will not contest the validity of the electronic copies, absent proof of altered data or tampering. This consent to the use of electronic agreements and communications shall apply to all agreements and communications made in conjunction with this Agreement and the Direct Connect Service

By accepting this Agreement, you hereby: (a) consent to electronic delivery of disclosures, notices and other information, instead of paper, even if we are legally required to provide such communications "in writing;" and (b) generally consent to our using electronic records and communications for the Service. We require your consent as a condition of providing this Service. Your consent extends to each Account now or hereafter enrolled in the Service. You may at any time withdraw your consent to electronic contracting and/or delivery by calling or writing Customer Service, but we may then terminate your Service (and not process any future payments that you have scheduled).

CONSENT TO THE SERVICE

By executing a paper version of this agreement, you represent and warrant that you are an authorized signer for all Accounts which you request to be included in your setup of the Direct Connect Service. By executing and accepting the terms and conditions of this Agreement, you agree on behalf of each entity whose Accounts are included in your Direct Connect service setup to these Direct Connect for QuickBooks service terms and conditions as amended by the Bank from time to time.

SECURITY PROCEDURES

Accessing the Accounts included in your setup of Direct Connect Service through the QuickBooks Online Banking module requires the use of a Customer ID and Personal Identification Number (PIN) assigned to Customer. We will issue your Customer ID and initial PIN to the authorized signer accepting this Agreement who is identified on the Direct Connect Service Request form or the Bank of Denver Direct Connect for QuickBooks Enrollment form. You must change the initial PIN upon your initial access to the Direct Connect Service. Each user you have authorized to access the Direct Connect Service must enter your Customer ID and PIN when connecting to the service through QuickBooks to access your Accounts. You understand that Bank has implemented security procedures for the purpose of verifying the authenticity of the instructions transmitted to Bank by you or your users ("instructions"), and not for the purpose of detecting errors in such instructions. Such security procedures include the Customer ID and PIN. You agree that such security procedures constitute a commercially reasonable method of providing security against unauthorized instructions. We may rely on such security procedures to determine whether any instructions we receive are authentic. **We may act on any instructions believed**



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by us in good faith to be duly authorized, and you agree to be bound by all instructions issued in your name and verified by Bank in accordance with such security procedures, whether or not you or one of your authorized users for the Direct Connect Service actually gave us those instructions, and you will indemnify and hold Bank harmless from and against any loss suffered or liability incurred by, or arising from, the execution of instructions in good faith and in compliance with such security procedures. Once we issue the initial Customer ID and PIN to you, you are solely responsible for controlling access to and maintaining the confidentiality of the Customer ID, PIN, and the security procedures and you must promptly report any breach of that confidentiality to us. Bank has no obligation to verify, by telephone or by any other means, any transaction request it receives from you through the Direct Connect Service if the correct Customer ID and PIN are entered. If your Customer ID or PIN is lost or stolen or becomes known to an individual other than a user that you have established, you must notify Bank immediately. Failure to notify Bank immediately could result in loss of funds. You should contact Customer Service to report any compromise of your Customer ID or PIN. Bank reserves the right, but shall not be required, to prevent access to the Direct Connect Service should we have reason to believe that the confidentiality of your Customer ID or PIN has been compromised. Bank recommends that you use QuickBooks Enterprise, which allows you to take advantage of user entitlements and other security features such as dual approval and segregation of duties. Bank recommends the use of web browsers that provide encryption using a 128-bit key. Bank recommends that Customers protect their valuable financial information by using the most secure encryption possible.

COMPUTER EQUIPMENT AND SOFTWARE

You are solely responsible for the maintenance, installations, and operation of your computer and for the software used in accessing the Direct Connect Service. Bank shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software, nor will Bank be responsible for any computer virus or malware that affects your computer or the software while using the Direct Connect Service. By accessing the Direct Connect Service through the Internet, you agree that Bank shall not be liable for any indirect, incidental, or consequential costs, expenses or damages (including lost savings or profit, lost data, business interruption or attorney's fees) attributable to disruption of your Internet access or your inability to access the Direct Connect Service. Additionally, you must have an Internet service provider, an email address, and a web browser to utilize the Direct Connect Service through the Internet. The Bank may change the hardware parameters and or software requirements at any time upon notice to you, and your continued ability and right to utilize the Services provided hereunder are conditioned upon your making any needed changes.

ACCOUNT REQUIREMENTS

To subscribe to the Direct Connect Service, you must maintain at least one business Account with Bank. The Direct Connect Service will allow you to access more than one Account to view and download Account balance and transaction information, transfer funds among designated Accounts and pay bills from designated Accounts. You may also be given View-Only access to your loan accounts through the Direct Connect Service.

ADDITIONAL ACCOUNTS

To add any personal (consumer) or affiliated business account to the Direct Connect Service, you must be an authorized signer on such account, and you must also complete appropriate Bank documentation requested by the Bank in order to link such account. **All consumer rights or obligations related to any personal (consumer) account added, and any consumer disclosures related to such account, shall be governed by and contained in such documentation. Such documentation shall include but may not be limited to the Direct Connect for QuickBooks Consent for Adding Consumer or Business Accounts. The owner of any consumer account or affiliated business account linked to the Direct Connect Service is neither a party to, nor a third-party beneficiary of, this Agreement with any**



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rights, privileges or obligations under it. All rights or obligations related to any affiliated business account added, shall be governed by and contained in form 319003. Any such personal or affiliated business account, once added, will be considered an "Account" of the Client pursuant to the terms of this Agreement. An account is a consumer account only if it was established by a natural person (as opposed to a corporation, limited liability company, partnership, sole proprietorship, or any other type of entity) and was established primarily for personal, family or household purposes (as opposed to business purposes) The addition of any consumer or affiliated business account to the Direct Connect Service is intended to and expected to help accomplish the legitimate business purposes of the Customer or Direct Connect Client entering into this Agreement, not the affiliated business entity or the consumer. In no event shall any transfer to or from a consumer account be made hereunder for other than legitimate business, commercial or investment purpose (and not primarily for any personal, family or household purpose), and you agree to protect, defend and indemnify the Bank from and against any loss, liability or damage (including attorneys' fees and other expenses of litigation) resulting, in whole or in part, from any violation of this provision..

TRANSFER LIMITS AND DAILY PROCESSING DEADLINES

Account information displayed through the Direct Connect Service is the current available information at the time the transaction is entered. Transactions (other than Bill Pay transactions) initiated using the Direct Connect Service and received by Bank or its agent(s) by the daily cut-off time of 5:00 pm MST on a Business Day will be effective on the next Business Day. Transactions (other than Bill Pay transactions) initiated using the Direct Connect Service and received on a Business Day, or received on any non-Business Day, will be effective on the second Business Day following the day the transaction was initiated. Bill Pay transactions will be effective on the specified Scheduled Payment Date (as defined below). Note that the Direct Connect Service does not allow for same-day processing of transactions. Transactions are limited to the balance or availability of the Account. If your transfer or payment exceeds the available balance in the Account or does not fall within the outer limits stated above, it will not be processed. Transfers from Accounts can be one-time, recurring, and/or future transfers.

As used herein, "Business Day" means every Monday through Friday, excluding Federal Reserve holidays.

PAYMENT OR FUNDS TRANSFER AUTHORIZATION AND REMITTANCE

Bank will use commercially reasonable efforts to effect all of your payments and funds transfers (including payments under the Bill Pay Service), or transactions as instructed by you in accordance with the requirements of the Direct Connect Service. Bank shall incur no liability (and with respect to Bill Pay Service payments, any Service Guarantee shall be void) if Bank is unable to complete any payment, transfer or transaction initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of Bank, your Account does not contain sufficient funds to complete the transaction;
2. The payment or funds transfer function is not working properly, and you know or have been advised by Bank about the malfunction before you execute the transaction;
3. You have not provided Bank with the correct Account information or, for Bill Pay Service payments, the correct name, address, phone number, or account information for the Biller or have otherwise failed to comply with any other obligation hereunder; and/or
4. Circumstances beyond control of Bank (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction.



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FUNDS TRANSFER CANCELLATION REQUESTS

You may cancel or edit any scheduled funds transfers (including recurring funds transfers) by following the directions within the QuickBooks software application. There is no charge for canceling a scheduled funds transfer. Once Bank has begun processing a funds transfer, it cannot be cancelled or edited; therefore, you must instead submit a stop payment request through a different channel, utilizing the procedures set forth in the Deposit Account Agreement applicable to the account from which the payment is to be made.

WITHDRAWAL TRANSACTION LIMITATIONS

The restrictions on the number of withdrawals from your savings and money market Accounts apply to payments and funds transfers between Accounts and bills paid from these Accounts initiated through the Direct Connect Service.

TERMS AND CONDITIONS OF THE BILL PAY SERVICE

If you choose to subscribe to the Bill Pay Service in addition to the Direct Connect Service, you are subject to the following additional Bill Pay Service terms and conditions (titled "Bill Pay" within this Agreement). Selection of the Bill Pay Service will enable you to make payments (either one time or recurring payments) online from your designated checking or deposit Account to Billers as you direct, use the electronic bill presentment feature to receive bills from participating Billers, and view Biller bill summary and bill detail information.

BILL PAY – SERVICE DEFINITIONS

"Bill Pay Service" means the bill payment service offered by Bank and its third-party service provider.

"Biller" is the person or entity to whom you wish a bill payment to be directed or is the person or entity from whom you receive electronic bills.

"Payment Instruction" is the information provided by you to the Bill Pay Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller address and telephone number, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking or deposit Account from which bill payments will be debited.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the earliest day your Payment Account may be debited, unless the Scheduled Payment Date falls on a non-Business Day, in which case the previous Business Day will be considered to be the Scheduled Payment Date.

"Due Date" is the date reflected on your Biller statement on which the payment is due. It is not the late payment date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Bill Pay Service but has not begun processing.

BILL PAY – BILL PAYMENT SCHEDULING

You must enter the Due Date for any payment or specify a payment rule in the system that will automatically establish a Due Date for you. We will use the Due Date you enter to establish a Processing Date, which will be a reasonable number of Business Days prior to the Due Date to allow enough time to complete the payment prior to the Due Date. The Processing Date is typically four (4) Business Days prior to the Scheduled Payment Date (or two (2) Business Days for payments to be made by Electronic Payment). It is your responsibility to select a Due Date so that the payment will arrive by any actual due date. You should specify the Business Day prior to your actual due date if the actual due date falls on a non-Business Day. If a



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system payment rule calculates a Due Date that falls on a non-Business Day, the system will adjust the Due Date to the next earliest Business Day.

We may set a maximum dollar amount for payment and/or refuse to permit any bill payment if we believe in good faith that such refusal is necessary or advisable for security reasons or to prevent or mitigate possible fraud.

BILL PAY – THE SERVICE GUARANTEE

Unless a late payment related charge is incurred for one of the reasons listed below, we will reimburse you for any late payment related charges, up to \$50.00 per late payment, should a payment be delivered after the Due Date provided to us, so long as the payment was scheduled in accordance with the guidelines described under "Scheduling Payments" above, and we have issued you a confirmation number for the payment. We may require that you provide us with satisfactory written documentation of any late fees before making reimbursement to you.

We are not responsible for any failure to complete or delay in completing any payment due to any of the following:

1. Your Funding Account is closed or does not contain sufficient funds to complete the payment.
2. The Biller rejects or returns the payment for any reason.
3. Your equipment, software or any communications link is not working properly.
4. The Service is unavailable, and you know, or we have told you about the problem before you send the Payment Instructions.
5. You have provided us with incorrect information about the Biller you wish to pay.
6. The Biller mishandles or delays handling or posting of any payment we send.
7. Circumstances beyond our control (for example, fire, flood, interference from an outside source, postal delays) prevent or delay the payment from being delivered or completed.

Provided none of the foregoing exceptions are applicable, if we cause funds from your Funding Account to be directed to a payee that is not in compliance with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Funding Account, and for paying the misdirected funds to the proper Biller, and for any applicable late payment charges to the extent and subject to the limitation described above.

Provided none of the foregoing exceptions are applicable, if we duplicate a payment or process a payment for an amount higher than indicated in your Payment Instructions, we will use commercially reasonable efforts to recover the overpayment from the Biller. If we can recover an overpayment, we will return the amount of the overpayment to you. If we cannot recover an overpayment from the Biller and if the overpayment caused a credit to your account with the Biller, we will notify you of that fact and you will be responsible to make appropriate arrangements with the Biller to receive a refund of the credit or have it applied against future balances.

THE FOREGOING ARE OUR ONLY OBLIGATIONS TO YOU, AND ARE YOUR EXCLUSIVE REMEDIES, FOR ANY PAYMENT DELAYS, FAILURES OR ERRORS IN CONNECTION WITH THE BILL PAYMENT SERVICE. IN ADDITION, IF YOU DO NOT FOLLOW THESE RULES OR IF YOU DO NOT ALLOW US ENOUGH TIME TO COMPLETE A PAYMENT, YOU ALONE ARE RESPONSIBLE FOR ANY PENALTIES OR LATE CHARGES ON THAT PAYMENT. IN NO EVENT WILL WE OR OUR PROVIDERS BE RESPONSIBLE FOR ANY OTHER DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY, INCLUDING WITHOUT LIMITATION LOST PROFITS (EVEN IF ADVISED OF



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THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF YOUR USE OF THE BILL PAY SERVICE. IN ANY EVENT, OUR TOTAL, AGGREGATE LIABILITY TO YOU IS LIMITED TO THE AMOUNTS PROVIDED FOR IN THIS SERVICE GUARANTEE SECTION OF THIS AGREEMENT.

BILL PAY – PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Bill Pay Service with names and account information of Billers to whom you wish to direct payments, you authorize the Bill Pay Service to follow the Payment Instructions received through the payment system. In order to process payments more efficiently and effectively, the Bill Pay Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Pay Service receives a Payment Instruction, you authorize Bank to debit the designated Funding Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize Bank to credit your Payment Account for payments returned to the Bill Pay Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.