

## **Verus Bank of Commerce Online Banking Services Agreement**

This is the agreement for **Verus Bank of Commerce** Online Banking Services and it includes certain disclosures for electronic fund transfers. This agreement is in addition to other agreements between **Verus Bank of Commerce** and you, including but not limited to, your checking, savings, and other deposit account agreements, your credit card agreements, your overdraft protection and loan and line of credit agreements as each may be modified from time to time. If there is a conflict between the terms and conditions of this agreement and one contained in the other agreements between you and us, this agreement will control.

### **General Terms.**

In this agreement, the words "we," "us" or "our" mean **Verus Bank of Commerce** as appropriate and their successors or assigns. When we use the words, "you" or "your" we mean each person who has an interest in an account or other relationship which is accessible through the **Verus Bank of Commerce** Online Banking Services and any person authorized such access. **Verus Bank of Commerce** Online Banking Services ("Services") means information, communication and transactions provided to you by us through any remote channel, including the **Verus Bank of Commerce** web site, within our Area of Service, including, but not limited to, the following: Account Information, Funds Transfers and Bill Payments, stop payments, and check inquiry for account(s) established at **Verus Bank of Commerce**.

**Each time you use our Services or you permit any other person to use our Services, you are agreeing to the terms and conditions that we have set out in this agreement, as amended, and each amendment thereto from time to time by us. Each time you use our Services or you permit any other person to use our Services, you are agreeing to the terms and conditions of any instructional material, which we provide to you regarding the Services. And, each time you use our Services or you permit any other person to use our Services, you are acknowledging receipt and understanding of this disclosure.**

**When any payment or other online service generates items to be charged to your account, you agree that we may debit your designated Eligible account or the account on which the item is drawn without requiring your signature on the item and without prior notice to you. Any transactions resulting from your instructions which we receive under your password shall be deemed to have been "in writing" and authenticated by you "in writing." All records maintained by us of transactions under your password shall be deemed to have been "signed" and to constitute an "original" when printed from records established and maintained by us or our authorized agent in the normal course of business. You agree not to contest the authorization for, or validity or enforceability of, the records and "signed" documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records and "signed" documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon our written request, you agree to manually sign or place your signature on any paper original of any record or "signed" document which we provide to you containing your purported signature.**

Your use of the Services may be made by use of certain numbers, codes, marks, signs, public keys or other means of establishing your identity and acceptance of the electronic communications, which are acceptable to us.

### **Equipment and Software.**

Personal computer and modem (or network Internet connection) (collectively "Equipment") are required to access the Services:

**Peripherals** Internet access via modem or network

**Browser** commercially available Internet browser with 128-bit encryption (most recent versions of Internet Explorer, Netscape, or America Online are compatible; contact the bank to verify)

If you access the Services by use of a personal computer, you agree: (1) to use a commercially available Internet Browser at the recommended version, with at least 128-bit encryption (Software); (2) the Software, and any future supported upgrades, must be loaded and operational on your personal computer and you must use a modem or network to access the Services through the designated interface Equipment and Software; and (3) as this service becomes available, to receive account information by electronic transmission of a visual display of the text. You may request a paper copy of electronic notices required by federal regulations within 60 days of the availability of the electronic disclosure. Any other software used by

you in the future to access our system, if supported by us, will be provided and maintained by you at your expense.

**Liability for Loss.**

**EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD, YOU AGREE THAT NEITHER WE, OUR PARENTS, SUBSIDIARIES, AFFILIATES, OR THE SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR DAMAGES, ERROR, LOSS, PROPERTY DAMAGE OR BODILY INJURY, WHETHER CAUSED BY THE EQUIPMENT, SOFTWARE, US, OR BY INTERNET BROWSER PROVIDERS SUCH AS NETSCAPE (NETSCAPE NAVIGATOR BROWSER) AND MICROSOFT (MICROSOFT EXPLORER BROWSER), OR BY INTERNET ACCESS PROVIDERS OR BY ONLINE SERVICE PROVIDERS OR BY AN AGENT OR SUBCONTRACTOR OF ANY OF THE FOREGOING, NOR SHALL WE OR THE SERVICE PROVIDERS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, THE ONLINE BANKING SERVICES, INTERNET BROWSER, ACCESS SOFTWARE, THIS AGREEMENT, THE UNAVAILABILITY OF ONLINE BANKING SERVICE OR ANY ERRORS IN INFORMATION PROVIDED THROUGH THIS SERVICE, EVEN IF WE OR A SERVICE PROVIDER HAVE BEEN ADVISED OF OR ARE OTHERWISE AWARE OF THE POSSIBILITY THEREOF, EXCEPT AS LIMITED BY APPLICABLE LAW. THE MAXIMUM AGGREGATE LIABILITY OF US FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION, SHALL BE THE LESSER OF THE AMOUNT YOU ORIGINALLY PAID FOR THE SERVICE, PRODUCTS OR MATERIALS OR ONE HUNDRED U.S. DOLLARS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

**Account Access.**

To have access to the Services, you must be an authorized user of the Software you select. You must also have at least one eligible personal deposit or one non-personal deposit account with us. Only authorized persons can enroll in Online Banking. The bank reserves the right to deny application for Online Banking. Once enrolled, that person may have access to, or "link" any other bank account in which they are the primary SSN or TIN. No other person will have access to your bank account information unless you choose to give them your user ID and password. If you choose to give your Online Banking user ID and password to another person, that person will also have access to all other accounts that you have linked. If you wish to "unlink" accounts, you must notify the bank in writing and request that this be done. Accounts which are "linked" under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through the Service unless you are the signer on the account, and you request that it be linked. A personal or non-personal account that requires two or more signatures to make withdrawals, transfers or transactions may not be designated as an eligible account. Each payment or transfer from your Money Market checking account is counted as one of the six transfers you are permitted each statement period.

Eligible accounts include the following **Verus Bank of Commerce** personal or non-personal account types that may be linked: checking, money market, savings and time deposits, loans and lines of credit. Money Market and Savings accounts are limited to a total of six restricted transactions per month. Federal regulations limit some types of transactions to six per month. These restricted transactions include telephone transfers, Online Banking transfers, pre-authorized debits, and automated clearinghouse debits. Certificates of Deposit are time deposits whereby early withdrawals may result in the assessment of penalties. Therefore, only balance and interest information is available online for these types of accounts. Accessibility of eligible accounts may vary based on the service(s) you use.

**Access Code.** (referred to as "access codes"). Use of these Access Codes is the agreed security procedure to access the Services through the Internet. You agree to keep these numbers and codes confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of the Services. For security purposes we recommend that you do not use the same Access Codes you use on other bank products. You may change your password at any time through the Services. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize these online Access Codes and do not write them down. You are responsible for keeping your Access Codes and account data confidential. You will be asked to provide certain information about yourself or the account in order to identify yourself when you call for telephone support.

**Liability for Multiple Users of Your Account.**

**YOU HEREBY RELEASE US FROM ANY LIABILITY AND AGREE NOT TO MAKE ANY CLAIM OR BRING ANY ACTION AGAINST US FOR HONORING OR ALLOWING ANY ACTIONS OR**

**TRANSACTIONS WHERE YOU HAVE AUTHORIZED THE PERSON PERFORMING THE ACTION OR TRANSACTION TO USE YOUR ACCOUNT(S) AND/OR YOU HAVE GIVEN YOUR ACCESS CODES TO SUCH PERSON, OR, IN THE CASE OF A JOINTLY HELD ACCOUNT SUCH PERSON IS ONE OF THE OWNERS OF THE ACCOUNT. YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) ARISING FROM ANY SUCH CLAIMS OR ACTIONS.**

**Available Services.**

Depending upon the particular features and the Equipment you select, you may be allowed access to the following Services by first entering your Customer ID and Password. Once validated on the Online Banking System, there is no additional sign-on required to access the specific services.

**A. Verus Bank of Commerce Online Banking Account Information.** You may obtain account balance(s) and debit and credit transaction information, including ATM/debit card transactions, and other certain information about your eligible account(s) at the Verus Bank of Commerce Online Banking site. The system will retain six months of transaction history, including the transactions for the current statement cycle, starting from the date your enrollment was processed. Account balances reported on the Online Banking Service are not live, real-time balances. Balances are updated nightly after each business day's processing, and again at 1:00 PM local time with memo-posted transactions on each business day. Transactions processed between updates will not be available until after each day's processing is completed, which takes place at the end of each business day.

**B. Verus Bank of Commerce Online Banking Funds Transfers.** You may use your computer to transfer funds to and from any of your eligible **Verus Bank of Commerce** account(s). You may transfer amounts up to the available balances reported on deposit accounts, plus any amount you may have available under an overdraft line of credit associated with that deposit account. **Verus Bank of Commerce's** Funds Transfer cut off time is 6:00 PM local time. Transfers made after 6:00 PM local time will be processed on the next business day. Funds Transfers that have been completed cannot be canceled. A reverse transaction must be processed. When viewing transaction details, please note that the time stamp indicated is Eastern Time.

**C. Verus Bank of Commerce Online Banking Account Information Download.** You may download your eligible Verus Bank of Commerce account(s) information into your Quicken or Money software, or you may export a comma-separated file which can be imported into other applications accepting a \*.csv file format.

**D. Verus Bank of Commerce Online Banking Stop Payment Service.** The Stop Payment Service allows you to request a stop payment on a check issued on your Eligible Account(s) by submitting the required information to us via the Service. You may not stop payment on any ACH/EFT transaction, including point-of-sale ACH/EFT transactions; any cashier's check; certified check or other official institution check purchased from **Verus Bank of Commerce**; and any check which **Verus Bank of Commerce** has guaranteed. We may not immediately receive your stop payment request via the Service. Therefore, you should not rely on the Service if you need to communicate with us immediately. **Verus Bank of Commerce** will not take action based on your request until it is actually received and until we have had a reasonable opportunity to act. **Verus Bank of Commerce** can only act to stop payments on orders that describe the item to be stopped with reasonable certainty and at a time that affords **Verus Bank of Commerce** a reasonable opportunity to act on it before any action by **Verus Bank of Commerce** with respect to the item to be stopped. Renewals and revocations of stop payment orders must be placed in writing. All stop payment orders will be subject to our current policy on stop payment orders. You may be asked to submit written authorization to document your online request for a stop payment. If we require such written authorization, then we must receive this authorization within fourteen (14) days of the request or the stop payment will lapse.

**Duration.**

A stop payment order against a check is effective only against the check that is described in the stop payment request form and does not cancel or revoke the authorization for future checks written to the same payee. A stop payment order is effective for six (6) months only and will expire automatically at that time unless specifically renewed in writing prior to expiration. A stop payment order may be renewed for additional six-month periods.

**Standing Authorization for Stop Payment Order.**

I hereby order **Verus Bank of Commerce** to stop payment on the check(s) described in any stop payment request initiated via the Service. I warrant that the information describing the check(s), including the check date, its exact amount, the check number and payee is correct. I understand that if I give you any incorrect

information, **Verus Bank of Commerce** will not be responsible for failing to stop payment on the check(s). I agree that unless my stop payment order is received by **Verus Bank of Commerce** within a reasonable time for **Verus Bank of Commerce** to act on my order prior to final payment of the check(s), **Verus Bank of Commerce** will not be responsible for stopping payment on the check(s). I understand that **Verus Bank of Commerce** shall not be responsible for failure to stop payment on a check if action has already been taken to pay the check. I also agree to notify **Verus Bank of Commerce** promptly upon the issuance of any duplicate check that replaces the check subject to this order, or upon return of the original check.

**E. Verus Bank of Commerce Online Banking Bill Pay.** You may use Verus Bank of Commerce Bill Pay to make current, future and recurring payments from an eligible **Verus Bank of Commerce** designated account.

**E-Mail.**

Through the use of certain Equipment and/or Software, you can use electronic mail ("e-mail") to contact us about inquiries, maintenance and/or problem resolution issues. E-mail is not a secure method of communication over the Internet and we recommend you do not send confidential information by e-mail. We will use reasonable efforts to contact you within 24 hours or the next business day. These responses are considered received, regardless of whether the customer has logged on and read them. You should never use unsecured Internet e-mail to initiate a transaction against your account.

**Verus Bank of Commerce Online Banking Service Fee.**

Once you are an enrolled user of the **Verus Bank of Commerce's** Online Banking Services, you may be charged the applicable Monthly Fee and/or Usage Fee whether or not you use the Services (please see the **Verus Bank of Commerce** Online Banking Fee Schedule). You authorize us to automatically deduct all applicable charges and fees from your eligible **Verus Bank of Commerce** account. You may also be charged additional fees that may be assessed by your Internet Service Provider and you may be assessed additional fees by your telephone company.

If you do not use this service for any three-month period, we reserve the right to discontinue your service without notice to you. To the extent permitted by law, you give us the right to set off any of your money or property which may be in our possession against any amount owed to us under this agreement. This right of set off does not extend to any Keogh, IRA account, or similar tax-deferred deposit.

**Periodic Statement.**

You will be mailed periodic statements for your eligible **Verus Bank of Commerce** (s) with the regularity provided for in the depositor, credit card, overdraft protection and line of credit agreements. In addition to reflecting your other account activity, your statements will include any transfers or Bill Payments you authorize using the Online Banking Services.

**Reporting Unauthorized Transactions.**

If you believe that an unauthorized transaction has been or may be conducted from one of your eligible personal or non-personal Verus Bank of Commerce accounts without your permission, call (970)204-1010 or write 3700 S. College Ave, Unit 102 Fort Collins, CO 80525. If you do not report unauthorized transactions that appear on any of your periodic statements within 60 days after such statements are mailed or electronically transmitted to you, you risk unlimited losses on transactions made after the 60-day period if we can prove that we could have prevented the unauthorized use had we been notified within this 60-day period.

To report an error or an unauthorized transaction, you must provide us with the following information:

- Tell us your name and account number(s).
- Describe the suspected error or the nature of the problem, or describe what information you need.
- Tell us the dollar amount of the suspected error.

**CONSUMER CUSTOMERS:** 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.

**Business Days.**

Our business days are Monday through Friday, except Federal bank holidays and state holidays that may be observed.

**Hours of Operation.**

Although electronic Bill Payment transactions can be processed only on business days, you can use your Equipment to send us e-mail 24 hours a day, seven days a week, except during any scheduled maintenance periods.

**YOUR RESPONSIBILITY.**

You are responsible for all Bill Payment you authorize using the services. If you permit other persons to use the Service or your Access Codes, you are responsible for any transactions they authorize from your eligible personal or non personal **Verus Bank of Commerce** deposit accounts. Tell us AT ONCE if you believe your Access Code has been lost or stolen. 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 you tell us within two business days after your reasonable discovery of the loss or theft, you can lose no more than \$50 if someone used your Access Code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Access Code, and we can reasonably prove we could have stopped someone from using your Access Code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get any money you lost after the 60 days if we could have stopped someone from taking the money if you had told us in time. If you believe your Access Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (970)204-1010 or write to us at 3700 S College Ave, Unit 102 Fort Collins, CO 80525.

Your use of the Services under an eligible deposit account is your agreement to assume all risks and losses associated with the disclosure of your Access Codes to your employees or other persons. You agree to limit disclosure of your Access Codes to those employees and other persons you authorize to use the Services.

**YOU HEREBY RELEASE US FROM ANY LIABILITY AND AGREE NOT TO MAKE ANY CLAIM OR BRING ANY ACTION AGAINST US FOR HONORING OR ALLOWING ANY ACTIONS OR TRANSACTIONS WHERE YOU HAVE AUTHORIZED THE PERSON PERFORMING THE ACTION OR TRANSACTION TO USE YOUR ACCOUNT(S) AND/OR YOU HAVE GIVEN YOUR PASSWORD TO SUCH PERSON. YOU AGREE TO INDEMNIFY US AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) ARISING FROM ANY SUCH CLAIMS OR ACTIONS.**

**Liability for Fund Transfers and Bill Payments.**

We or a third party acting as our agent, are responsible for completing fund transfers and Bill Payments from your personal account(s) on time according to your properly entered and transmitted instructions.

**HOWEVER, NEITHER WE NOR THE SERVICE PROVIDER WILL BE LIABLE:**

- . IF YOU DO NOT HAVE ADEQUATE MONEY IN A DEPOSIT ACCOUNT TO COMPLETE A TRANSACTION FROM THE ACCOUNT, OR IF THAT ACCOUNT HAS BEEN CLOSED OR FROZEN;**
- . IF THE TRANSFER WOULD CAUSE YOUR BALANCE TO GO OVER THE CREDIT LIMIT FOR ANY CREDIT ARRANGEMENT SET UP TO COVER OVERDRAFTS;**
- . IF YOU HAVE NOT PROPERLY FOLLOWED SOFTWARE OR SERVICE INSTRUCTIONS ON HOW TO MAKE A TRANSFER;**
- . IF YOU ATTEMPT TO TRANSFER FUNDS BETWEEN ACCOUNTS FROM DIFFERENT BANKS (USING THE FUNDS TRANSFER OPTION);**

- IF YOU, OR ANYONE YOU ALLOW, COMMITS ANY FRAUD OR VIOLATES ANY LAW OR REGULATION;
- IF YOUR EQUIPMENT AND/OR SOFTWARE, THE BANK'S EQUIPMENT AND/OR SOFTWARE, OR THE PHONE LINES WERE NOT WORKING PROPERLY;
- IF CIRCUMSTANCES BEYOND OUR OR OUR AGENT'S CONTROL PREVENT MAKING A TRANSFER OR PAYMENT, DESPITE REASONABLE PRECAUTIONS THAT WE HAVE TAKEN. SUCH CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, COMPUTER FAILURE, TELECOMMUNICATION OUTAGES, POSTAL STRIKES AND OTHER LABOR UNREST, DELAYS CAUSED BY PAYEES, FIRES, FLOODS, OTHER NATURAL DISASTERS; OR ANY ELECTRONIC TERMINAL, TELECOMMUNICATION DEVICE OR ANY PART OF THE ELECTRONIC FUND TRANSFER SYSTEM IS NOT WORKING PROPERLY;
- IF YOU OR WE HAVE TERMINATED YOUR Online Banking SERVICE OR CLOSED THE ACCOUNT.

**THIS LIST SHALL NOT BE CONSIDERED AS EXHAUSTIVE OF INSTANCES OF OUR LIMITED LIABILITY. THERE MAY BE OTHER EXCEPTIONS TO OUR LIABILITY AS STATED IN YOUR OTHER AGREEMENTS WITH US.**

**Disclosure of Consumer Account Information to Others.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms.
- Information about your transactions with us, our affiliates, or others.
- Information we receive from consumer reporting agencies.

Except for California residents, we may disclose all of the information we collect, as described within the three bullet points above, to non-affiliated companies that perform marketing services on our behalf or to other non-affiliated financial institutions with which we have joint marketing agreements.

We do not disclose any nonpublic personal information about you or our former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to our employees who need the information to properly service your account or act upon your requests. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Changes/Interruptions in Services.**

We may, on a regular basis, perform maintenance on our equipment or system, which may result in interrupted service or errors in the Service. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

**Harm to Computer Systems/Data.**

**YOU AGREE THAT OUR LIABILITY FOR VIRUSES, WORMS, TROJAN HORSES, OR OTHER SIMILAR HARMFUL COMPONENTS THAT MAY ENTER YOUR COMPUTER SYSTEM BY DOWNLOADING INFORMATION, SOFTWARE, OR OTHER MATERIALS FROM OUR SITE SHALL BE LIMITED TO REPLACING, OR THE REASONABLE COST OF REPLACING, THE LOST INFORMATION, SOFTWARE OR OTHER MATERIAL. WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM SUCH HARMFUL COMPONENTS.**

**Performance of Software and Electronic Service.**

**IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE ONLINE SERVICES, OR FOR ANY LOSS OF ANY DATA, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. WE MAKE NO WARRANTY TO YOU REGARDING THE EQUIPMENT OR THE SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.**

**Security.**

In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, public keys or other means of identification. We reserve the right to block access to the Services to maintain or restore security to our Site and systems, if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s).

**Ownership of Materials.**

The reproduction or distribution of the content and information on our site is strictly prohibited.

**Severability.**

Wherever possible, each provision of this agreement shall be interpreted in a manner which makes the provision effective and valid under applicable law. If applicable law prohibits or invalidates any part or provision of this agreement, that particular part or 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.

**Cumulative Remedies.**

The rights and remedies provided by this agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, ordinance or otherwise.

**Delays/Force Majeure.**

The obligations of the Bank shall be suspended to the extent and for so long as such obligations are hindered or prevented from being performed on account of labor disputes, war, riots, civil commotion, acts of God, fires, floods, failure of suppliers and/or subcontractors to perform, failure of power, restrictive governmental law and/or regulations, storms, accidents or any other cause which is reasonably beyond the control of the Bank.

**Merger Agreement.**

This agreement contains the entire agreement between the parties and no statements, promises or inducements made by either party or agent of either party that are not contained in this written agreement or other documents referenced by this agreement. This agreement may not be enlarged, modified or altered except in writing in accordance with the above provisions.

**Choice of Law.**

This Agreement shall be governed by and interpreted under Colorado and Federal Law.

**Amendment of this Agreement.**

We may amend this agreement (including changes in its fees and charges hereunder) by giving notice to you at least 30 days before the effective date of the amendment, unless such change or amendment is otherwise required by law or applicable regulation and unless prior notice is excused by law. Your continued use of the Services is your agreement to the amendment(s). Depositor's credit card, overdraft protection and line of credit will continue to apply in accordance with our published Schedule of Fees, as amended from time to time.

**Waiver.**

We may waive any term or provision of this agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future.

**Assignment.**

We may assign the rights and delegate the duties under this Agreement to a company affiliated with us or to any other party.

**Termination.**

Except as provided above, we may terminate this agreement and any service provided hereunder at any time upon ten (10) business days prior written notice of termination to you. We reserve the right to terminate or to discontinue support of any software or equipment without written notice.

**Waiver of Statutory and Other Legal Requirements.**

**YOU AGREE THAT ALL OF THE PROVISIONS OF THIS AGREEMENT ARE ENFORCEABLE AS YOU HAVE EQUAL BARGAINING POWER AND HAVE ENTERED INTO ALL PROVISIONS VOLUNTARILY**

**AFTER A FULL REVIEW AND UNDERSTANDING OF THIS AGREEMENT WITH ANY DESIRED LEGAL, ACCOUNTING OR OTHER ADVISOR, AND YOU AGREE TO SPECIFICALLY WAIVE, IF LAWFUL, ANY STATUTORY PROVISION, CASE LAW OR OTHER LEGAL AUTHORITY WHICH IS IN ANY WAY CONTRARY TO AND/OR NULLIFIES/VOIDS ANY PROVISION OR PORTION OF A PROVISION OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY REQUIRED AGREEMENT FORMALITY.**

**Advice of Your Attorney.**

**YOU MAY WISH TO HAVE AN ATTORNEY REVIEW THIS AGREEMENT PRIOR TO AGREEING TO THE TERMS AND CONDITIONS CONTAINED HEREIN. YOU MAY PRINT A COPY OF THIS AGREEMENT PRIOR TO AGREEING TO THESE TERMS AND CONDITIONS.**

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