

Welcome to The Eastern Colorado Bank's Personal Online Banking Enrollment Agreement, Member FDIC.

THE EASTERN COLORADO BANK PERSONAL ONLINE BANKING AGREEMENT

- INTRODUCTION

This Personal Online Banking Services Agreement explains the terms and conditions governing the Personal Online Banking Services offered through The Eastern Colorado Bank. You should read this Online Banking Agreement and the related information provided by the Bank prior to using Online Banking. By using the Online Banking services, you agree to abide by the terms and conditions of this Online Banking Agreement. The terms "we", "us", "our", and "Bank" refer to The Eastern Colorado Bank. The words "you", "your", and "yours" mean each deposit account owner, authorized to act on behalf of a deposit account owner. You agree that the Bank may provide any notices required by law or by this agreement in electronic form.

- ACCESSING YOUR BANK ACCOUNTS THROUGH ONLINE

You can access your Bank accounts through Online Banking. Each of your accounts at the Bank is also governed by your Deposit Account Agreement and Disclosure, Electronic Funds Transfer Act Disclosure, and other related account agreements. An email will be sent to you confirming your Online Banking enrollment.

- FEES

There are no monthly fees for accessing your account(s) through Online Banking. Certain fees may apply to services ordered online. The regular stop payment fee will be charged for all stop-payment orders entered through Online Banking. The fee will be deducted from the account which the stop payment is added. PLEASE NOTE THAT FEES FOR INTERNET ACCESS WILL BE ASSESSED AND BILLED SEPARATELY BY YOUR INTERNET SERVICE PROVIDER.

- ELECTRONIC SECURE MAIL (SECURE MAIL)

Online Banking has provided secure mail capabilities for you to ask questions about your account(s) or to provide us with comments on your banking service. This secure mail capability is accessible after you sign on with your password to a secure session with Online Banking.

Please do not use secure mail to send us communications which contain information which we require in writing, or which need our immediate attention. An Internet record that a secure mail has been "sent" or "received" is not verification the secure mail has been

received by the Bank. You cannot use secure mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Online Banking or call (800) 831-2645.

- NEW SERVICES

The Bank may, from time to time, introduce new Online Banking Services. We shall update this Online Banking Services Agreement to notify you of these new services. By using these services when they become available, you agree to be bound by the rules contained in the Agreement.

- TERMS AND CONDITIONS

The first time you or someone authorized by you on your behalf access your Bank accounts through Online Banking, the system confirms your agreement to be bound by all the terms and conditions of this Online Banking Agreement and acknowledges your receipt and understanding of this disclosure.

- YOUR ONLINE PASSWORD

You will set up an Access ID and Password that will give you access to your Bank account(s) through Online Banking. The Password can be changed within Online Banking from the "Profile" screen. We are entitled to act on instructions received under your Password. For security purposes, it is recommended that you memorize your Password and do not write it down. You are responsible for keeping your Password and account data confidential.

- COMPUTER REQUIREMENTS

To use Online Banking Services, you must have your own Internet Service Provider, a printer and the necessary computer equipment required by the browser which you select. The browser you select must support Java Script and must have cookies enabled. You are responsible for the selection, installation, maintenance, and operation of your computer and software. You will also require Adobe Acrobat Reader to accept electronic Statements. Your computer system may include other financial services software which is not associated with the Bank and the Bank is not responsible for them.

- OUR LIABILITY

Except as specifically provided in the Agreement or where the law requires a different standard, you agree that neither the service providers nor the Bank shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Bank, or by Internet browser providers, 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, or Internet browser or access software even if we have been advised of the possibility of such damages. We are not responsible for any computer virus or related problems that may occur with your use of our Online Banking Services.

WE MAKE NO WARRANTY, EXPRESS, OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANT ABILITY, WITH RESPECT TO ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.

- **BUSINESS DAYS**

The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal Banking holidays.

- **HOURS OF ACCESSIBILITY**

You can access your Bank accounts through Online Banking 24 hours a day, seven days a week. However, at certain times, some or all of the Online Banking features may not be available due to system maintenance. A transaction initiated through Online Banking before 4:00 PM Mountain Time on a business day is posted to your account the same day. All transactions completed after 4:00 PM Mountain Time on a business day or on a Saturday, Sunday or Federal Banking holiday will be posted on the next business day. You will be notified of any changes to the above schedule at least 30 days prior to the change.

- **ADDITIONAL TERMS AND CONDITIONS**

Obtaining Account Balance and Transaction History--You can obtain balance and transaction history on all eligible accounts that are enrolled in Online Banking. Account balance and transaction history reflects activity through the close of the previous business day, as well as current pending transactions.

1. **Transferring Funds**--You may make transfers between your eligible account(s). You may transfer amounts up to the available balance in your account(s), however the number of transfers from Savings or Money Market Accounts may be limited as described in the account disclosure given when you opened the account. Transfers cannot be made from Certificates of Deposit, Individual Retirement Accounts, and closed-end Loans. Although most transfers will be processed on the same business day if received prior to 4:00 PM Mountain Time, some transfers may require offline processing and are subject to the available balance verification. The Bank reserves

the right to limit the frequency and dollar amount of transactions from your account(s) for security reasons.

We will not be liable for a failure to complete a transfer:

1. if a hold has been placed on deposits made to an account from which you wish to transfer. You cannot transfer the portion of the funds held until the hold expires.
2. if the money in your account is subject to a legal process or any other encumbrance or claim restricting the availability of funds.
3. if there are insufficient funds in your account, or the transfer would exceed the credit limit or any overdraft line you have with us. In those instances, we may decline to complete the transfer.
4. if circumstances beyond our control such as fire, flood, computer breakdown or problems with the communication line prevent the transfer despite reasonable precautions we have taken.
5. if you have not properly followed the software manufacturer's recommendations or Online Banking Services instruction on how to make a transfer.
6. if a transfer cannot be completed due to systems unavailability.

Online Stop Payment Requests for Checks--The following terms and conditions apply to Online Stop Payment Requests for checks:

1. Upon your submittal of an Online Stop Payment request on a check, you warrant that the information describing the check including: the check date, its exact amount, the check number and payee is correct. You understand that the EXACT amount of the check and the CORRECT check number is necessary for our computer to stop payment. If you give us the incorrect amount or any other incorrect information we will not be responsible for failing to stop payment on the check. We may ask you to confirm the Stop Payment Order in writing.
2. You agree that unless your stop payment order is received by us within a reasonable time for us to act on your order prior to final payment, certification, or similar action on the check, we will not be responsible for stopping payment. You also agree that you may not stop payment on a cashier's check, personal money order, or any other payment guaranteed by us. You understand that your stop payment request is conditional and subject to our verification that the check has not already been paid or that some other action to pay the check has not been taken by us.

3. You understand that your stop payment order will be effective as follows: for a period of fourteen (14) days from the date of the request unless you release the order or provide the Bank with a signed Stop Payment Order. A copy of the Stop Payment Order will be mailed to you for your signature. Your signature will extend the Stop Payment for six (6) months from the date the check was issued.
4. Fee: You also understand you will be charged the current stop payment fee as disclosed in the Miscellaneous Fees and Charges.
5. You agree to indemnify, defend and hold us harmless from all costs, including attorney's fees, action, damages, or claims related to or arising from our action in refusing payments of the check including claims of any joint depositor, payee, or endorsee or in failing to stop payment of a check as a result of incorrect information provided by you. You also agree to notify us promptly upon the issuance of any duplicate check, which replaces the check subject to the order, or upon return of the original check.

Checks are processed in random order. It is, therefore, impossible for the Bank to determine, nor are we required to determine, if a check had been presented for payment on the SAME DAY a stop payment order is received. In addition, the check upon which you requested payment to be stopped may be posted over your instructions if:

1. The item upon which payment is to be stopped has not been completely and accurately reported.
2. The Stop Payment Order is not received in a timely manner to permit the Bank a reasonable opportunity to act upon the stop payment order.
3. The Bank has accepted or certified the payment of the item.
4. The Bank has paid the item in cash.
5. The Bank has paid the item and no longer has a right to return the item.

The Eastern Colorado Bank Alerts Terms and Conditions

Alerts. Your enrollment in The Eastern Colorado Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Eastern Colorado Bank account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, email address, or

challenge questions. You do not have the option to suppress these Mandatory Alerts.

- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within The Eastern Colorado Bank Online Banking and Alerts menu within The Eastern Colorado Bank Mobile Banking App.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. The Eastern Colorado Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("Endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Eastern Colorado Bank Online Banking message in-box. You agree to receive Alerts through these Endpoints, and it is your responsibility to determine that each of the service providers for the Endpoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your Endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us with a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text **"STOP" to 31727 at any time**. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **The Eastern Colorado Bank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **31727**. In case of questions please contact customer service at **866-210-0460**. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. **The Eastern Colorado Bank** provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factors affecting your mobile phone service provider,

internet service provider(s) and other factors outside **The Eastern Colorado Bank's** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **The Eastern Colorado Bank**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

GENERAL TERMS

1. CHANGES TO CHARGES, FEES OR OTHER TERMS

We reserve the right to change the charges, fees or other terms described in the Online Banking Agreement. When changes are made to any fees, charges, or other material terms we will update this Online Banking Agreement, and either send a notice to you at the address shown on our records, add a notice to your periodic statement or send you a secure mail message. The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the account(s) or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.

2. DISCLOSURE OF ACCOUNT INFORMATION

See our Privacy Notice by accessing the link on the previous screen. You agree to accept the annual Privacy Notice electronically. If you would like to receive a printed copy of the notice, please contact your local branch or contact our main branch at: P.O. Box 888, Cheyenne Wells, CO 80810, 1-800-831-2645.

3. OTHER AGREEMENTS

In addition to the Online Banking Agreement, you agree to be bound by and will comply with the requirements of the applicable Deposit Account Agreement and Disclosure including your signature card and any change of terms notices, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, the terms of any credit agreements you have with the Bank, and all applicable state and federal laws and regulations. We also agree to be bound by these terms.

4. TERMINATION OF THIS AGREEMENT

Either you or we may terminate this Online Banking Agreement at any time upon giving notice of the termination to the other party. For good reason, including non-usage or 365 days of inactivity, the Bank reserves the right to terminate this Online Banking Agreement and your access to Online Banking Services, in whole or in part, at any time without prior notices to you. Upon termination, we reserve the right to make no further payments or transfers from your account(s), including payments or transfers you have previously authorized. If you terminate your Online Banking Services, you authorize the Bank to continue making transfers you have previously authorized until such time as the Bank has had a reasonable opportunity to act upon your termination notice. You agree that upon termination of your Online Banking Services, either by you or by us, you will cancel all automatic or recurring transfers you have previously authorized and that if you fail to do so, you are responsible for such payments.

5. GOVERNING LAW

This Online Banking Agreement will be governed by and interpreted in accordance with all applicable federal and state laws and regulations. To the extent there is no applicable federal law or regulation, this Online Banking Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado.

6. SEVERABILITY

In the event any provision of these terms is held unenforceable, it will not affect the validity or enforceability of other provisions of the Online Banking Agreement. The unenforcement provision will be replaced either by another enforceable provision contained either within this Online Banking Agreement or other related Banking agreement, or by an enforceable provision at law which most closely reflects the intention of the unenforceable provision.