



ANB BANK DIGITAL BANKING AGREEMENT AND ELECTRONIC FUND TRANSFER ACT DISCLOSURE

Please read this ANB Bank Digital Banking Agreement and Electronic Fund Transfer Act Disclosure and save a copy for your records; it is recommended that you print and retain a paper copy of the most current version of this Digital Banking Agreement for your reference and records. **This Agreement requires that disputes be resolved in binding individual arbitration rather than in jury trials or class actions.** If you do not want to agree to arbitration, you must follow the instructions below in section 34(k) to opt out.

Agreement – This Digital Banking Agreement is a contract. It includes:

- a) this document,
- b) your Enrollment Agreement,
- c) any applicable fee schedule, as updated in accordance with this Agreement,
- d) any Modification Agreement, and
- e) any other agreement we enter into with you for services that you access through our online banking system.

Each of these is part of this contract, referred to below as this “Agreement.” It establishes the rules that govern electronic access to your Accounts through ANB Bank’s Digital Banking Service. By using our Digital Banking Service, you accept all the terms and conditions of this Agreement. Please read it carefully.

The Account Agreement for each of your accounts at the Bank as well as your other agreements with the Bank, such as loan agreements, continue to apply notwithstanding anything to the contrary in this Agreement. In case of any conflict among those agreements, this Agreement shall govern. One exception to this is if you use our Digital Banking Service for treasury management services that you may access through our Digital Banking Service, such as Automated Clearing House (“ACH”) transactions, wire transfers, eDeposit, positive pay services, lockbox services or other services that we may provide for which you enter into a separate agreement. In those cases, this Agreement will cover your use of our Digital Banking Service, but any contrary or different provision in your Treasury Management Services Agreement, or the other applicable service-specific agreement, will control (other than provisions that limit our exposure for unauthorized transactions, in which case the provision that most limits our exposure in accordance with applicable law shall govern).

This Agreement applies to both Business Accounts and Consumer Accounts. Some parts of this Agreement, as indicated below, apply only to Consumer Accounts and not to Business Accounts or vice versa.

We may amend this Agreement by giving you notice of the amendment via regular mail or, if legally permissible, by email or secure messaging when you log in for Digital Banking Service, or as otherwise specified in this Agreement. If you use our services after receiving such a notice, you will be deemed to have agreed to the amendments to this Agreement. For Consumer Accounts, certain amendments require advance notice as set forth in this Agreement. If you use our services for Consumer Accounts after receiving such a notice and the expiration of the required notice period, you will be deemed to have agreed to the amendments to this Agreement.

1. **Definitions.** As used in this Agreement, the following defined terms have the corresponding meaning set forth below.

- a) **Account(s):** your account(s) at the Bank that you wish to access as permitted by this Agreement through our Digital Banking Service.
 - b) **Account Agreement:** the agreement you entered into to open or maintain an Account, including any signature card, terms and conditions, disclosures or similar document for the Account.
 - c) **ACH Entry:** an order for an ACH transaction.
 - d) **Business Accounts:** any Accounts that are not Consumer Accounts.
 - e) **Business Day or Days:** Monday through Friday, excluding Federal holidays.
 - f) **Business User:** an authorized user of the Digital Banking Service for a Business Account.
 - g) **Card Management:** the system within our Digital Banking Service to view and manage your debit card(s).
 - h) **Consumer Accounts:** Accounts of individuals established primarily for personal, family, or household purposes.
 - i) **Conversational AI:** the ability for users to engage with an artificial intelligence (AI) system in a way that they would normally interact with a human customer support representative.
 - j) **Digital Banking Service:** the online and mobile services provided pursuant to this Agreement.
 - k) **Electronic Funds Transfers (often referred to as "EFT"):** pre-authorized transactions and transfers to and from your Accounts using our Digital Banking Service, including bill payments.
 - l) **Enrollment Agreement:** the enrollment agreement you complete and sign for online access.
 - m) **External Account:** an account held at another financial institution by you or a third party.
 - n) **External Transfers:** an ACH transaction between an Account and an External Account.
 - a) **Mobile Deposit:** the service that allows you to make remote deposits to your designated Accounts by taking images of the front and back of the checks and sending the images to the Bank for deposit.
 - b) **Modification Agreement:** any modification agreement signed by you and us that modifies your Enrollment Agreement for your Business Account or other document signed by you and us that specifically refers to itself as part of this Agreement.
 - c) **Primary User:** the primary user is the first business user set up for business or treasury management access. The Primary User is the main administrator for the digital banking service. The Primary User can set up standard business users.
 - d) **Secondary User:** the secondary user is an administrator for a business digital banking services.
 - e) **User ID:** your login username for Digital Banking Service.
 - f) **We, our, us, or Bank:** ANB Bank.
 - g) **You or your:** the accountholder authorized by the Bank to use our Digital Banking Service under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through our Digital Banking Service.
2. **Access.** To use our Digital Banking Service, you must have at least one Account at the Bank, access to Internet service, an email address, and a telephone number. Once we have received your completed and signed Enrollment Agreement and verified your Account information, we will send you, either by email, postal mail or automatic acceptance through auto-enrollment, confirmation of our acceptance of your enrollment, along with your User ID if necessary. Our Digital Banking Service can be used to access only the Account(s) that you have designated for access by our Digital Banking Service in your Enrollment Agreement. If you have a User ID associated with Business Accounts, you can add or delete Accounts from this Agreement by signing a Modification Agreement. If you have a User ID associated with only Consumer Accounts, you can add or delete accounts by sending a secure message specifying the complete account number(s) to be added or deleted and the User ID involved; accounts on which you are designated owner and signer may be



automatically added. You shall only request to add or delete accounts on which you are designated owner and signer. Access to your Accounts through our Digital Banking Service will be based upon the identification of users and access levels specified by you in your Enrollment Agreement and in accordance with Section 3 of this Agreement. We undertake no obligation to monitor transactions through our Digital Banking Service to determine that they are made on behalf of the accountholder and, except as required by applicable law, we shall have no liability for transactions requested by those having access to your Account by or through you directly or indirectly. For your protection, our system has multifactor authentication that if not followed may deny access to your Accounts through the Digital Banking Service. To avoid denial, please note the following: our Digital Banking Service requires that you correctly enter your User ID and the password you have selected. If denied access, you must communicate with a customer care representative during the hours specified in Section 8 below to regain access to the Digital Banking Service for your Account. If you relinquish ownership of an Account, you must notify us of this change immediately.

- 3. Authorized User; Changes to Business Account Authorizations.** When you enroll in our Digital Banking Service you must designate one person as the “Primary User.” Only ANB Bank can establish additional Secondary Users for all of your Business Accounts. A Primary User has broad powers to change the rights of other users with online access to the Accounts associated with their User ID, including designating other users as Business Users. Each person designated as a Primary or Secondary User will have the power to determine which users may access which Accounts and what transactions the users may effect in the various Accounts. Any transaction effected by any user in accordance with powers enabled by a Primary or Secondary User will be a fully authorized transaction. You hereby grant a durable power of attorney for each person who is or becomes a Primary or Secondary Users to exercise the authority described in this Section 3. This power of attorney includes full power with respect to banks and financial institutions and includes the power to delegate any or all authority granted under this power of attorney by enabling users who are not Primary or Secondary Users. We shall be entitled to rely on this power of attorney and the delegation or assignment of authority made by a Primary or Secondary User until we have had a reasonable opportunity to act, which shall not be less than five Business Days, after a Primary or Secondary User eliminates another person’s access to your Account through our Digital Banking Service or you complete a Modification Agreement removing that user from your Account. You accept full responsibility for the actions of each of your Secondary Users.

Authorized Representatives for Business Accounts – If you are a business, any authorized representative of your business is authorized on such terms, conditions, and agreements as we may from time to time require to:

- enter into this Agreement, as amended from time to time;
 - access each Account of yours in any manner and for any purpose available through the Digital Banking Service that you have authorized or that is authorized by a Primary or Secondary User, whether now available or available at some time in the future; and
 - use our Digital Banking Service in any manner and for any purpose available through the service, whether now available or available at some time in the future.
- 4. Difference with Physical Signature Cards.** You understand that access to your Accounts through our Digital Banking Service is separate from physical signature cards that authorize signatories for your account. If you change the authorized signers on your Business Account, that will not change who is authorized to access your Accounts through our Digital Banking Service. In particular, if you remove a person as an authorized signer on your account, that person will still have access to your account through our Digital Banking Service unless and until your Primary or Secondary User



eliminates that person's access to your Account through our Digital Banking Service or you complete a Modification Agreement removing that user from your Account. Similarly, if you remove a person from access to your Account through our Digital Banking Service, that person will still be an authorized signer until you amend your physical signature card.

5. **Waiver of Requirement for Two Signatures.** You acknowledge and agree that we do not offer two signature requirements for checks, and if we do make such an offer in the future or on an exception basis, such a requirement does not apply to electronic or telephone transfers, including online bill payments, and you hereby release us from liability when making such transfers or payments. The only exception to this is if we have explicitly agreed in writing to require "dual control" (i.e. approval by two persons) for you to effect ACH Entries or wire transfers involving your Business Account. This means that, if we have not so agreed to apply dual control, any person who is authorized to act as a user on your Accounts through our Digital Banking Service is authorized by you to individually make electronic transfers, including online bill payments, from your Account, even though that person's authority to transfer or withdraw funds from your Account by some other means (e.g. by check) must be exercised jointly with one or more persons. This provision governs over any contrary provision in the terms and conditions of your Account.
6. **Our Digital Banking Service.** You may use our Digital Banking Service to check the balance of your Accounts, view Account histories, transfer funds between your Accounts, order checks, view eStatements, view check images, make stop-payment requests, receive secure messages, set Account alerts, download banking transaction information, schedule External Transfers and pay bills from your Accounts in the amounts and on the dates you request. In addition, you may utilize one of the downloadable apps for iOS or Android devices for mobile banking and enroll for mobile deposit. You may also obtain other services not specified above that we, in our sole discretion, may add from time to time. Your use of these additional services shall be governed by this Agreement and any separate agreement pertaining to such services. We may also, from time to time and in our sole discretion, remove any services or features from the Digital Banking Service.
7. **Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate Electronic Fund Transfers between your Account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the ACH or other payment networks. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an Electronic Fund Transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check, or on a deposit or withdrawal slip. You should provide your bank and account information (whether over the phone, the Internet, or via some other method) only to trusted third parties whom you have authorized to initiate these Electronic Fund Transfers. Examples of these transfers include but are not limited to the following:
 - **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
 - **Preauthorized payments.** You may make arrangements to pay certain bills from your checking or savings account(s).
 - **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 pay bills.

- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an Electronic Fund Transfer to collect a charge in the event a check is returned for insufficient funds.

Balance and activity information will generally be updated as soon as practicable. The balance and transaction activity that you view through the Digital Banking Service is not the official record of your account or its activity. The statement that we mail or send to you electronically is the official record. We charge our normal fees for checking account activities, but there are no extra fees for conducting these activities through our Digital Banking Service (except as specifically posted, such as the fee for Business Accounts for the bill payment service).

8. **Hours of Access; Hours of Operation.** You may generally use our Digital Banking Service seven days a week, 24 hours a day. There will be times, however, when some or all of our Digital Banking Service may not be available, and we will not have any responsibility or liability for such unavailability. We will try to reasonably minimize such periods of non-availability, and agree, when practicable, to post notice of any extended periods of non-availability on our Digital Banking Service website. Please note that our present staff support hours are 7AM to 6PM Mountain Time, Monday through Friday and Saturday, 8AM to 12PM Mountain Time. We may change these hours from time to time. We are closed on Sundays and Federal holidays.
9. **Your Password.** For security purposes, you are required to create your password upon your initial login to our Digital Banking Service. You determine what password you will use. The identity of your password will not be available to us. To the maximum extent allowed by law, you agree that we are authorized to act on instructions received under your password without verifying that the instructions actually came from you. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. If your access to our Digital Banking Service is disabled, you must contact us to re-establish your authorization to use our Digital Banking Service.

Your password must conform to certain parameters (such as character length and eligible character type) that we set. The system is case sensitive, meaning that it distinguishes capital from lower case letters. We recommend establishing a password that can be remembered without being written. You agree (i) to never share your password or leave it where someone can obtain it, (ii) to never select an option that allows your computer software to retain it in memory, (iii) not to associate your password with any personal or commonly-known information, such as social security numbers, address, date of birth, or names of children and (iv) to always sign out of your Account promptly once you have finished using our Digital Banking Service.

10. **Security.** You understand the importance of your role in preventing misuse of your Accounts through our Digital Banking Service and you agree to promptly examine your statement for each of your Accounts as soon as you receive it. You agree to protect the confidentiality of your Account and Account number, and your personal identification information, such as your social security number. You understand that personal identification information by itself, or together with information related to your Account, may allow unauthorized access to your Account. To the maximum extent allowed by law, you, not we, are responsible for any such access. Your User ID and password are intended to provide security against unauthorized entry and access to your Accounts. Data transferred via our Digital Banking Service uses industry-standard encryption in an effort to provide transmission security, and we use identification technology to verify that the sender and receiver of Digital Banking Service transmissions can be appropriately identified by each other. Nevertheless, you acknowledge that the Internet is inherently unsecure and that all



data transfers, including email, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that data transfers using our Digital Banking Service, or email sent to and from us, will not be monitored or read by others. You assume and accept all such risk to the maximum extent allowed by law. We may use a variety of methods to verify your identity when you log in to our Digital Banking Service. These methods may include, but are not limited to User ID, password, one-time secure access code, IP address, cookies, and detection of browser version. We may change from time-to-time which methods we use to verify your identity, but we will safeguard the information obtained in the same manner as other confidential customer information, though we are not obligated to use, and are not committing to use, any particular method.

11. **Fees.** You agree to pay the fees for your use of our Digital Banking Service as set forth in the current fee schedules posted on [anbbank.com](https://www.anbbank.com), as we may update from time-to-time, or as we may otherwise inform you (Personal Fee Schedule can be found at <https://www.anbbank.com/personal-miscellaneous-fees>; Business Fee Schedule can be found at <https://www.anbbank.com/business-miscellaneous-fees>). You agree that any fees and charges will be deducted from the checking Account you designate (or any other account of yours if there are not enough funds in your designated Account). If you close that designated Account, you must contact us immediately to designate another Account as your designated Account to be charged and you grant us the right to deduct such fees from any other accounts you may have with us. You agree to pay any additional reasonable charges for services you request that are not covered by this Agreement. You, solely, are responsible for telephone and Internet service fees you incur in connection with your use of our Digital Banking Service. The Bank's standard fees for services are applicable to all transactions conducted through the Digital Banking Service. Without limiting any other provision in this Agreement, to the maximum extent allowed by law, if the Bank files a lawsuit or takes other action to collect what is owed by you or otherwise to enforce this Agreement, you will pay any reasonable expenses incurred by the Bank, including, but not limited to, outside collection agency fees and reasonable attorneys' fees.
12. **Posting of Transfers and ANB loan payments.** Transfers or loan payments between your ANB Bank deposit and/or loan accounts initiated through our Digital Banking Service are posted to your Account the same day if they are initiated before the cutoff time posted in the Digital Banking Service. Transfers involving banks other than ANB Bank initiated through our Digital Banking Service will be posted in accordance with the deadlines and schedules contained in your other agreements with us for the services you use to effect those transfers. You agree to communicate with any other persons with authorized access to your Accounts concerning any transfers or bill payments from your Accounts in order to avoid overdrafts.
13. **Overdrafts; Order of Payments, Transfers, and other Withdrawals.** If your Account has insufficient funds to perform all Electronic Fund Transfers you have requested for a given Business Day, then, subject to Section 25 below: (a) Electronic Fund Transfers involving currency disbursements, like ATM withdrawals, will have priority; and (b) Electronic Fund Transfers initiated through our Digital Banking Service that would result in an overdraft of your Account may, at our sole discretion, be cancelled.

If Electronic Fund Transfers initiated through our Digital Banking Service would result in an overdraft of your Account and are not cancelled, overdraft charges may be assessed pursuant to the Account Agreement for that Account.

14. **Limits on Amounts and Frequency of Online Banking Transactions.** The number of transfers from August 2023



your Accounts and the amounts that may be transferred may be limited pursuant to your Account Agreement and disclosure(s) for those accounts. If a hold has been placed on deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds being held until the hold expires. However, if we do effect a transfer under these circumstances despite not being obligated to do so, you will still be responsible for any shortfall. Your participation in our Digital Banking Service will be limited by any applicable regulations.

15. **Conversational AI Service.** Through the Digital Banking Service, you may interact with a Conversational AI service. Conversational AI services are authorized for use only by users over the age of eighteen, and only in the United States. You should not share sensitive information with the Conversational AI service. Conversational AI is not intended for use by children under the age of 18, and is intended for use within the United States.
16. **Additional Services.** We may require you to enter into a separate agreement and disclosure form to utilize certain services available through the Digital Banking Service. These services may include transaction dispute services, bill payment services, external transfer services, shared access services, and mobile deposit services.
17. **Shared Access Service.** Any authenticated digital banking primary user can entitle another person or persons (subusers) to access your digital banking site and give certain authorities with respect to your accounts. Shared Access can include the right to view account information, the right to make transfers between designated accounts, and the right to initiate payments from designated accounts. These rights may be granted individually or in combination. The primary user has sole authority and control in sharing access with, managing, and disabling subusers and/or their respective authority. You authorize us to act on transaction instructions initiated under the credentials of an authenticated subuser, just as if it was initiated under your credentials. When granting Shared Access, you assume all liability for any and all activities of a subuser with respect to your accounts, and you agree to hold us harmless with respect to all actions taken by a subuser pursuant to Shared Access.
18. **Downloading Account Information; Third-Party Software.**

Downloading Account Information. You may have software on your computer that allows you to download account information, such as Quicken®, Quickbooks®, Autobooks or any other account aggregation service. It is your responsibility to have a proper license for any such software. We do not guarantee that any download will be complete or accurate. We do not guarantee that your account information cannot be intercepted as it travels over the Internet or while it is on your computer. You agree to this and assume all of the risk of any kind associated with downloading your account information or other use of such software.

Third-Party Software. From time to time, we might provide links or other opportunities for you to install software from third parties on your computer (“Third-party Software”). When we do this, it is your responsibility to get a proper and valid license for the software. Your installing and using the software is a transaction solely between you and the provider of the software. **We are not a party to any transaction between you and a Third-party Software provider. We do not make any endorsement or representation or warranty, or otherwise accept any responsibility or liability for, anything related to the Third-party Software.** You assume all risk of installing and using any Third-party Software.

19. **Stop-Payment Requests.**

Bill Payments. Stopping the payment of a check is different from the cancellation of a bill payment. If you have signed up for our bill pay service, you can access that service for instructions on how to cancel a bill payment and the deadlines to do so.

Checks you have written. You may initiate stop-payment requests online via our Digital Banking Service only for paper checks you have written (non-electronically) on your Accounts. Online stop-payment requests are processed no later than the Business Day following the date the stop-payment has been properly requested online. To be effective, this type of stop-payment request must precisely identify the name of the payee, the check number, and the amount and date of the check.

If you make your stop-payment request online, your stop-payment may expire after six months or sooner under applicable law. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable Account.

Pre-authorized transfers and other Electronic Funds Transfers. In order to stop payment of a pre-authorized transfer or any other Electronic Fund Transfer not otherwise described above in this Section 19, you must call our Customer Care number; you cannot use our Digital Banking Service for this purpose. The number is 1-866-433-0282. Please see Section 8 of this agreement or our website for hours of operation. You may also stop payment of such a transfer by physically visiting a branch during normal business hours on a Business Day.

You must call us at 1-866-433-0282 or visit a physical Bank branch in time for us to receive your request at least three Business Days before the payment is scheduled to be made. We may also require you to put your request in writing and deliver it to us in accordance with Section 28 within fourteen days after you call. Please refer to our current fee schedule for the amount we will charge you for each stop-payment order you give.

Liability for failure to stop payment of preauthorized transfer from a Consumer Account. If you properly order us to stop one of these payments at least three Business Days before the transfer is scheduled from a Consumer Account, and we do not do so, we will be liable for your losses or damages only to the extent required by law. You agree to indemnify and hold us harmless from and against any loss incurred by us if we pay a preauthorized EFT because any of the information relied upon in the stop payment order is incorrect or incomplete or if we do not pay a preauthorized EFT because a valid stop payment order is in effect.

20. **Disclosure of Account Information and Transfers.** We will disclose information to third parties about your account or the transfers you make:

- a) where it is necessary to complete any transfer; or
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- c) in order to comply with any law, rule, regulation, subpoena or government agency or court orders; or
- d) if you give us written permission.

Other circumstances under which we will disclose information about you, your Accounts, or your Digital Banking Service are set forth in the contracts, notices, and disclosures that have been separately provided to you and in accordance with our privacy policy disclosed on our website. You agree to and hereby authorize all of these disclosures of information.

21. **Periodic Statements.** Transfers to and from your Accounts using the Digital Banking Service will appear on the periodic statements for your Accounts.

You will receive a monthly account statement from us for your checking accounts. You will also receive a monthly account statement from us for your savings accounts, unless there are no transfers to or from your savings account in a particular month. In any case, you will get a statement at least quarterly.

22. **Change in Terms.** We may change any term of this Agreement or add terms to this Agreement at any time. If the change applies to Consumer Accounts and would result in increased fees for any Digital Banking Service, increased liability for you, fewer types of available Electronic Fund Transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless in our judgment an immediate change is necessary to maintain or restore the security of an Account or our electronic fund transfer system. We will post any required notice of the change in terms on our Digital Banking Service website or send it to you by postal mail or, if legally permissible, by email or secure message. We are not required to give you advance notice of a change except as specified in this Section 22 or as required by law. If advance notice of the change is not required, and disclosure does not jeopardize the security of the Account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any of our Digital Banking Service after notice is provided to you and, if applicable, any required notice period has expired, or the stated effective date, if any, constitutes your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific Accounts are governed by the applicable Account Agreements and disclosures.

23. **Consumer Accounts: Liability; Errors or Questions about Your Electronic Fund Transfers.** This Section applies to errors and questions relating to Consumer Accounts. The next section applies to Business Accounts. When applicable, we may rely on any exceptions to the provisions in this Section that are covered in Regulation E, which implements the Electronic Funds Transfer Act and provides certain liability protections, discussed below, to Consumer Accounts. All terms in this Section not defined in this Agreement but defined in Regulation E will have the meaning given in Regulation E.

- a) **Consumer Accounts: Your Liability for Unauthorized Transfers.** You must tell us AT ONCE if you believe your password has been discovered or stolen by someone else, or that someone has conducted, may conduct, or may have conducted a transaction without your permission. Telephoning is the best way of keeping your possible losses down. Contact us immediately as described below in Section 28. 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 you learn of the loss or theft of your password, you can lose no more than \$50 if someone used your password without your authority. If you do NOT tell us within two Business Days after you learn of the loss or theft of your password, and we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500. (Please note that if applicable state law imposes a lower limit for liability for a Consumer Account than is provided by this section, the consumer's liability shall not exceed the amount imposed under the state law or agreement.)



Also, if your statement shows transactions that you did not make, notify us at once. If you do not notify us within 60 days after the first statement on which the transaction appeared was provided to you in accordance with your Account Agreements, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time, and any further right you may have to make a claim will be waived. If good reasons (such as long trips or a hospital stay) kept you from telling us, we will extend the time periods to a reasonable period. Notice of lost passwords or unauthorized transactions may be given to us either in person, by telephone or in writing. If you notify us in writing, notice is considered given at the time you place the notice in the mail or when you deliver the notice for transmission by any other means.

- b) **Consumer Accounts: Errors or Questions About Your Electronic Fund Transfers.** In case of errors or questions about your Electronic Fund Transfers, telephone us at 1-866-433-0282, write us at ANB Bank, Customer Care Center, P.O. Box 9250, Colorado Springs, CO 80932-0250, or send us a secure message by logging into Online Banking, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When you call or write:
- i. Tell us your name and account number.
 - ii. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - iii. Tell us the dollar amount and date of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to an additional 45 days to investigate your complaint or questions. 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 use of the money during the time that 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 result 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 us for copies of the documents that we used in our investigation.

- c) **Consumer Accounts: Liability for Incomplete Transactions.** If we do not complete an Electronic Fund Transfer to or from your Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are exceptions as indicated below in Section 25.

Provisional Credit. If we provided any provisional credit to you pursuant to Section 23(b) above during the investigation period and no error is found, such provisional credit will be



debited from your Account upon the completion of the investigation finding of no error. We will notify you of the date and the amount, which is to be debited (or refunded back to us for the provisional credit) from your Account. We will honor overdrafts, up to the provisional credit amount (or amount debited from your Account), for up to five Business Days following the date of debiting the provisional credit from your Account, at no charge to you.

24. **Business Accounts: Liability; Errors or Questions about Your Electronic Fund Transfers.** This Section applies to errors and questions relating to Business Accounts. Regulation E and the Electronic Funds Transfer Act do not provide liability protections to Business Accounts. Section 23 above applies only to Consumer Accounts.

- a) **Business Accounts: Responsibility and Liability for Electronic Fund Transfers.** You, solely, are responsible for the security of your password(s) for your Business Account. To the maximum extent allowed by law, all Electronic Fund Transfers made with your password are conclusively presumed to have been authorized by you. We shall have no liability to you for any unauthorized Electronic Fund Transfers made using your password that occurs before you have notified us of possible unauthorized use and thereafter until we have had a reasonable opportunity to act on that notice. Notwithstanding any other provision in this Agreement, we have no liability for failing to complete an Electronic Fund Transfer to or from your account in time or in the correct amount under any circumstances listed in Section 25. In other cases, if we fail or delay in making an Electronic Fund Transfer pursuant to your instructions, or if we make an Electronic Fund Transfer in an amount less than the amount in your instructions, then (unless otherwise required by law) our liability shall be limited to interest on the amount that we fail to timely pay or transfer, calculated from the date on which the Electronic Fund Transfer was to be made until the date it was actually made or you notify us of the problem, whichever occurs first, but in no event to exceed 30 days' interest. We may pay such interest either to you or to the intended recipient of the Electronic Fund Transfer, but in no event shall we be liable to both parties, and our payment to either party shall fully discharge any obligation to the other. If we make an Electronic Fund Transfer in an amount that exceeds the amount in your instructions, or if we permit an unauthorized Electronic Fund Transfer after we have had a reasonable time to act on notice from you of possible unauthorized use, then (unless otherwise required by law) our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest on that amount from the date of the Electronic Fund Transfer to the date of the refund, but in no event to exceed 30 days' interest. If we become liable to you for interest under this Agreement or applicable law, such interest shall be calculated based on the lowest interest rate we are then paying on our deposit accounts or the applicable federal funds rate published by the federal reserve bank of New York, whichever is lower. In no event shall we be liable for interest compensation unless we are notified of a discrepancy within 30 days from the date of the first periodic statement reflecting the discrepancy.

Business Accounts: Other Provisions. You acknowledge that you have had the opportunity to receive information regarding our security procedures, and you agree that the authenticity of payment orders we receive in your name will be verified pursuant to those procedures. Your use of our Digital Banking Service for Business Accounts shall be deemed an admission by you that the procedures are a commercially reasonable method of providing security against unauthorized payment orders. In addition, you agree to the maximum extent allowed by law to be bound by any payment order, whether or not authorized, issued in your name and accepted by us in compliance with the security procedure chosen by you. **IN NO EVENT WILL WE BE LIABLE TO YOU FOR PUNITIVE,**



SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. You agree to reimburse us and indemnify us for any loss or expense we incur and for any claim made against us in providing our Digital Banking Service to you, including any reasonable legal fees we incur.

25. **Failure to Complete a Transaction.** There are a number of circumstances where we may not complete a transfer to or from your Account on time or in the correct amount. In these circumstances, we will not be responsible for any charges imposed or other actions taken by a payee or any other related damages. For a Consumer Account, we will not be liable in certain circumstances, including, but not limited to, the following:

- If, through no fault of ours, you do not have enough money in your Account to make the transfer;
- If you have an overdraft line and the transfer would go over the credit limit;
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- A legal order directs us to prohibit or limit withdrawals from the Account;
- If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines, power outage, equipment or technical failures or breakdowns, the unauthorized actions of third parties, terrorism, or delay in the US Mail) prevent the transfer; or
- Any other exceptions allowed by law.

For a Business Account, circumstances where we will not be responsible for any charges imposed or other actions taken by a payee or any other related damages when we do not complete a transfer to or from your account on time or in the correct amount include the following:

- You do not have enough available funds in your Account to make a transfer.
- A legal order directs us to prohibit or limit withdrawals from the Account.
- Your Account is closed or has been frozen.
- The transfer would cause your Account to be overdrawn or, if you have an established line of credit set up to cover overdrafts, the transfer would cause you to go over the credit limit.
- You, or anyone authorized by you, commits any fraud or violates any law or regulation.
- Any electronic terminal, telecommunication device, or any part of the online banking electronic fund transfer system is not working properly.
- Other events have occurred as described in your agreement for bill pay or other services.
- You have not properly followed the on-screen instructions for using our Digital Banking Service.
- You have not properly scheduled a payment or the information you have provided in connection with the transaction is incomplete or incorrect.
- A third party through whom any bill payment is to be made fails to properly transmit the payment to the intended payee.
- Circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines, power outage, equipment or technical failures or breakdowns, the unauthorized actions of third parties, terrorism, or delay in the US Mail) prevent the transfer.
- Your computer, tablet, mobile phone or other device, modem, Internet or other network



connection is not working properly.

- Our Digital Banking Service is unavailable because maintenance or repair work is being performed and it prevents the transfer.
- Someone gains access to your accounts without your permission.
- We suspect that unauthorized use of your password or Account has occurred or may be occurring (although this does not limit your responsibility for protecting your password or impose liability on us for any action initiated with your password).

26. **Your Right to Terminate.** You may cancel your Digital Banking Service at any time by providing us with written notice by postal mail, fax or email. Your access to our Digital Banking Service will be suspended once we have had a reasonable opportunity to act, which shall be no less than three Business Days, after our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred and transactions made prior to the date of cancellation.

27. **Our Right to Terminate.** You agree that we can terminate or limit your access to our Digital Banking Service for any of the following reasons:

- a) Without prior notice, if you have insufficient funds in any one of your Accounts. Your Digital Banking Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- b) Upon 3 Business Days' notice, if you close your primary checking account and do not immediately contact us to designate a new primary checking account.
- c) Without prior notice, if we suspect fraudulent activity on any of your accounts or Digital Banking Service.
- d) Upon reasonable notice, for any other reason in our sole discretion.

28. **Communications between the Bank and You.** Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

Email – You can contact us by secure message after logging in or by email sent to info@anbbank.com. Please note that you cannot initiate a banking transaction via email. You agree to never share your account number, social security number, or other personal information via email.

If you send us a secure message or email, we will be deemed to have received it on the following Business Day. We will have a reasonable period of time to act on your secure message or email. You agree not to rely on secure messaging or email if you need to communicate with us immediately (for example, if you need to report an unauthorized transaction from one of your accounts). You accept and assume the risk of sending us any confidential information by email.

Telephone – You can contact us by telephone, toll free, at 1-866-433-0282.

Postal Mail – You can write to us at: ANB Bank, Customer Care Center, P.O. Box 9250, Colorado Springs, CO 80932-0250.

In Person – You may visit us in person at any one of our locations. Please refer to our website, <https://www.anbbank.com/locations>, for a current list of locations.

You agree to notify us immediately of any change in your email or postal mail address or your



telephone number. You agree always to maintain a valid email and postal mail address and telephone number with us. For notices that are allowed by law to be given by email, any notice we send to your email address shall be considered given at the time we transmit the email. Any notice we send to your postal address is considered given three Business Days after we deposit it in the mail and any notice we send to you by facsimile is considered given at the time we transmit the facsimile to the number you have provided us.

Consent to Recording Telephone Calls. You acknowledge and agree that we may record any telephone calls that you and we have relating to this Agreement or your Accounts or other business with ANB Bank.

We may change any phone number, facsimile number or email or other address in this Agreement by posting the change on our website.

29. **Where Your Accounts Are Maintained.** If you opened your account at one of our branches, your account is maintained at that branch. If you opened your account online, your account is maintained at the branch you selected during the account opening process, but we may change your designation to a branch closer to your home address, in our discretion. If the branch at which your account is maintained closes, we will maintain your account at a different branch; we might not tell you which branch this is, but it will typically be a branch in the same state as the branch that is closing. You may always do business at any ANB Bank branch of your choice. The designation of the branch at which your account is maintained affects things like the state law that governs your accounts with us, and where you and we might be required to settle a dispute.

30. **Liability.**

a) **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.** Our liability to you is explained in any agreements, notices, and disclosures that we separately provide to you from time to time regarding your Accounts and our Digital Banking Service. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices, or disclosures or such separate agreements, notices or disclosure limits our liability to you to a lesser extent, in which case this section shall govern to the extent permissible by law. We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Digital Banking Service provided to you under this Agreement. We do not and cannot warrant that our Digital Banking Service will operate without errors, or that any or all of our Digital Banking Service will be available and operational at all times. **Except as specifically provided in this Agreement, or otherwise required by law, you agree that we, our affiliates, and our and their officers, directors, shareholders, employees, agents or contractors (collectively, "Bank Parties") are not liable for any indirect, incidental, special, punitive or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to our Digital Banking Service, including, without limiting the generality of this disclaimer, loss of profits, revenue, data or use by you or any third party or attorneys' fees, whether in an action in contract or tort or based on a warranty even if we are advised in advance of the possibility of such damages.** Except as otherwise required by law and not modifiable by contract, in no event shall the liability of the Bank Parties exceed the amounts paid by you for the services provided to you through our Digital Banking Service for the 12 month period preceding the event giving rise to the liability. Any part of this Agreement that says we are not obligated to complete a transaction shall not be interpreted to mean we are liable, or accept any risk, if we do

complete it.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition applicable to the relevant Digital Banking Service or Account;
- we have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- would result in us exceeding any limitation of our intra-day net funds position established pursuant to present or future Federal Reserve guidelines;
- would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- we have reasonable cause not to honor for our or your protection.

If any of your systems, devices, applications or databases, including, but not limited to, email account or telephone, are compromised and that compromise in any way facilitates the perpetration of any fraud involving any Account, you shall bear all Loss (as defined below) related in any way to such fraud.

- b) **INDEMNIFICATION.** To the maximum extent legally permissible, you release all Bank Parties and hold each Bank Party harmless from, and shall indemnify each Bank Party against, any loss, claim (whether brought by you or any third party), damage, liability, fee, cost or expense, including, but not limited to, reasonable attorneys' fees, court costs, costs of investigation and disbursements (collectively, "Loss") that any Bank Party may incur in connection with our provision of services to you under this Agreement, or any other agreement between you and us, any misrepresentation by you under or in connection with this Agreement, any failure by you to comply with any security procedures, instructions or recommendations provided by us, any other action taken by us in connection with or in enforcing any rights or remedies under this Agreement, or any other matter relating to this Agreement or the provision of any services under this Agreement, whether involving, asserted by or asserted against you or a third party, except to the extent caused by our gross negligence or willful misconduct. Without limiting the foregoing, in the event of any litigation related in any way to this Agreement, between you and/or a third party and us, if you or, in litigation between us and only a third party, the third party, are not the prevailing party, you shall pay all reasonable attorneys' fees and costs incurred by us. For the avoidance of doubt, any obligation you have to indemnify us includes indemnification for any claim brought by you or any third party.

THIRD PARTIES; FACTORS BEYOND OUR CONTROL. You acknowledge that our third-party vendor retains all its right, title and interest in and to the third party services, such as Conversational AI and Digital Support, and that the third party services may be protected by intellectual property rights owned by or licensed to the third-party vendor. Other than as expressly set forth herein, no license or other rights in the third party services are granted to the Consumer User or Business User.

Except as specifically provided in this Agreement or where applicable law requires a different



result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, any computer virus, system failure or any other factor beyond our control, or failure or malfunction of an Internet browser or by an Internet access provider, by an online service provider, or by any other Internet problems, or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to our Digital Banking Service.

This Agreement shall be interpreted and construed under and governed by the laws of the State of Colorado (without giving effect to Colorado choice of law provisions that would result in the application of the laws of a different state or jurisdiction). The headings in this Agreement are for convenience of reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and successors and the Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the other documents specifically incorporated by this Agreement, along with other documents you and we may agree to that specifically refer to this Agreement, constitutes the entire agreement with respect to the subject matter of this Agreement and there are no understandings or agreements relative hereto which are not fully expressed herein. Each term of this Agreement stands alone. If any term is not enforceable, it will not affect the enforceability of the other provisions.

31. **CLASS ACTION WAIVER.** YOU AND WE AGREE THAT ALL CLAIMS RELATING TO THIS AGREEMENT WILL BE ON AN INDIVIDUAL BASIS. YOU WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST US (OR OUR AFFILIATES OR OUR OR OUR AFFILIATES' OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS) AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE AGAINST PUBLIC POLICY. WE ALSO WAIVE ANY SUCH RIGHT TO ASSERT CLASS OR REPRESENTATIVE CLAIMS AGAINST YOU. TO THE EXTENT YOU OR WE ARE NEVERTHELESS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION, YOU AND WE AGREE THAT: (A) THE PARTY BRINGING THE CLASS OR REPRESENTATIVE ACTION SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (B) IF YOU OR WE ARE A MEMBER OF A CLASS OR REPRESENTATIVE ACTION, YOU OR WE WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THAT CLASS OR REPRESENTATIVE ACTION.
32. **WAIVER OF JURY TRIAL.** TO THE MAXIMUM EXTENT LEGALLY ALLOWED, YOU AND WE WAIVE TRIAL BY JURY IN ANY PROCEEDING RELATED TO THIS AGREEMENT.
33. **REQUIRED VENUE.** EXCEPT FOR CLAIMS FILED IN ARBITRATION OR SMALL CLAIMS COURT, IF YOU OR WE FILE ANY LAWSUIT OR OTHER LEGAL PROCEEDING THAT ARISES OUT OF OR RELATES TO THIS AGREEMENT OR ANY ACCOUNT YOU HAVE WITH US, THE EXCLUSIVE FORUM FOR THAT ACTION WILL BE THE STATE OR FEDERAL COURTS LOCATED IN (I) THE CITY AND COUNTY OF DENVER, COLORADO, IF YOUR ACCOUNT IS MAINTAINED IN ONE OF OUR COLORADO BRANCHES,



OR (II) CHEYENNE, WYOMING, IF YOUR ACCOUNT IS MAINTAINED IN ONE OF OUR WYOMING BRANCHES. YOU AND WE BOTH CONSENT TO THE JURISDICTION AND VENUE OF THOSE COURTS AND WAIVE ANY RIGHT TO SEEK TO TRANSFER THE CASE TO ANOTHER FORUM. IF A LAWSUIT IS FILED IN ANOTHER COURT, THEN WITHOUT LIMITING ANY OTHER RIGHTS OR REMEDIES THE OTHER PARTY MAY HAVE, THE FILING PARTY CONSENTS TO THE DISMISSAL WITHOUT PREJUDICE OF SUCH LAWSUIT OR, AT THE FILING PARTY'S ELECTION, THE TRANSFER OR REMOVAL OF SUCH LAWSUIT TO A COURT LOCATED IN A CITY REFERRED TO ABOVE.

34. **DISPUTE RESOLUTION BY BINDING ARBITRATION.** This arbitration provision is optional. If you do not wish to accept it, you must follow the instructions in subsection (k) below to reject arbitration. Unless you timely reject arbitration, this arbitration provision is binding on you and us.

a) **Claims Subject to Arbitration:** Except as specified in subsection (b) below, **any dispute or claim** between you and us arising out of or relating to this Agreement, your accounts, or our Digital Banking Services must be arbitrated if either party elects arbitration of that dispute or claim. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between you and us resulting from this Agreement, your accounts, or transactions or fees involving your accounts, whether based in contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising or disclosures);
- claims for mental or emotional distress or injury not arising out of bodily injury;
- claims asserted in a court of general jurisdiction against you or us, including counterclaims, cross-claims, or third-party claims, that you or we elect to arbitrate in the answer or other responsive pleading;
- claims relating to the retention, protection, use, or transfer of information about you or any of your accounts;
- claims relating to communications with you, regardless of sender, concerning any of our products or services, including emails and automatically dialed calls and text messages; and
- claims that may arise after the termination of this Agreement.

In this section 34 only, references to “we,” “us,” and “our” mean ANB Bank and its parents, subsidiaries, affiliates, predecessors, successors, and assigns, as well as each of those entities’ agents and employees. In this arbitration provision only, references to “you” and “your” mean the account owners, all authorized or unauthorized users or beneficiaries of the account, each of those person’s assignees, heirs, trustees, agents, or other representatives, and if the account owner is a business, the account owner’s parents, subsidiaries, affiliates, predecessors, successors, assigns, and each of those entities’ agents and employees. This arbitration agreement does not preclude you or us from bringing issues to the attention of federal, state, or local agencies. Such

agencies can, if the law allows, seek relief against you or us on the other's behalf. Nor does this arbitration provision preclude either you or us from exercising self-help remedies (including setoff), and exercising such a remedy is not a waiver of the right to invoke arbitration of any dispute. You and we each waive the right to a trial by jury or to participate in a class action whenever either you or we elect arbitration. This agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

b) **Claims Not Subject to Arbitration:** You and we agree that the following disputes or claims cannot be arbitrated under this section 34:

- claims arising from bodily injury or death;
- claims seeking only individualized relief asserted by you or us in small claims court, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction, in which case either party may elect arbitration;
- claims relating to residential mortgages or an extension of credit under a separate agreement or note (such as a separate loan agreement, promissory note, or bank card agreement); and
- disputes over the scope and enforceability of this Section 34, whether a dispute or claim can or must be brought in arbitration, or whether sections (d) or (h) of this arbitration provision have been violated.

c) **Pre-Arbitration Notice of Disputes and Informal Resolution:** Before either you or we commence arbitration, the claimant must first send to the other a written Notice of Dispute ("Notice"). The Notice to us should be sent to: ANB Bank, 3033 East First Avenue, Denver, Colorado 80206, Attention: General Counsel ("Notice Address"). The Notice to you will be sent to your address on file with your account. The Notice must include: (a) the claimant's name, address, and phone number; (b) the account number(s) at issue; (c) a description of the nature and basis of the claim or dispute; and (d) the specific relief sought. In addition, the Notice must be personally signed by you (if you are the claimant) or by a bank representative (if we are the claimant). Moreover, to safeguard your account, if you have retained an attorney to submit your Notice, you must also provide your signed written authorization for us to discuss your account and share your confidential account records with your attorney ("Attorney Authorization").

Whoever sends the Notice must give the other party 60 days after receipt of a fully complete Notice (including your Attorney Authorization, if required) to investigate the claim. During that period, either you or we may request an individualized discussion (by telephone or videoconference) regarding settlement ("Informal Settlement Conference"). The parties must work together in good faith to select a mutually agreeable time during business hours for the Informal Settlement Conference (which can be after the 60-day period). If we request the Informal Settlement Conference, we will suggest at least two times during the following 30 days for your consideration. You and a bank representative must personally participate in the Informal Settlement Conference, unless otherwise agreed in writing. Your and our lawyers (if any) also can participate.

Any applicable statute of limitations or contractual limitations periods will be tolled during the “Informal Resolution Period,” which is the period between the date that a fully complete Notice (and Attorney Authorization, if required) is received by the other party and the later of (i) 60 days later or (ii) the date an Informal Settlement Conference is completed, if timely requested.

- d) **Commencing Arbitration:** An arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended. A court will have authority to enforce this subsection, including the power to enjoin the filing or prosecution of arbitrations without first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitrations. Further, unless prohibited by applicable law, the arbitration provider shall not accept nor administer any arbitration nor assess any fees unless the claimant has complied with the Notice and Informal Settlement Conference requirements of subsection (c).
- e) **Arbitration Procedure:** The arbitration will be governed by the Consumer Arbitration Rules (“AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this section 34, and will be administered by the AAA. (If the AAA is unavailable or unwilling to administer arbitrations consistent with this arbitration provision, another arbitration provider shall be selected by agreement of the parties or, if there is not agreement, by the court.) The AAA Rules are available online at www.adr.org or by writing to the Notice Address. As in court, you and we agree that any counsel representing someone in arbitration certifies that they will comply with the requirements of Federal Rule of Civil Procedure 11(b), including a certification that the claim or the relief sought is neither frivolous nor brought for an improper purpose. The arbitrator is authorized to impose any sanctions available under that rule, the AAA Rules, or applicable federal or state law against all appropriate represented parties and counsel. The arbitrator may consider rulings in arbitrations involving other customers, but an arbitrator’s ruling is not binding in proceedings involving other customers. Except as provided in subsection (h) below, the arbitrator shall apply the same substantive law that a court would apply and can award the same individualized remedies (including punitive and statutory damages and statutory attorney’s fees and costs) that a court could award under applicable law and this Agreement. Unless you and we agree otherwise, any arbitration hearings will take place in the county of your address on file with your account. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or videoconference hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.
- f) **Minimum Recovery:** During the arbitration, the amount of any settlement offer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled. If you are the claimant, if you had complied with this subsection and subsections (c)-(d), and if the arbitrator awards you an amount of money that exceeds the value of our last written settlement offer to you before the appointment of the arbitrator, then we will pay you \$1,000 in lieu of any smaller award

(the “Minimum Recovery”). In determining whether you are entitled to the Minimum Recovery, the arbitrator shall not consider amounts offered or awarded for attorneys' fees or costs. Any disputes as to recovery of the Minimum Recovery shall be resolved by the arbitrator, and must be raised within 14 days of the arbitrator's ruling on the merits.

- g) **Arbitration Fees:** We will pay all AAA filing, administration, case-management, hearing, and arbitrator fees (“AAA Fees”) if we initiate an arbitration. The AAA Rules will govern the allocation of AAA Fees if you initiate an arbitration. But if your claims are valued at \$10,000 or less, we will pay all AAA Fees, so long as you have fully complied with the requirements of subsections (c) and (d). In such cases, we will pay the filing fee directly to the AAA upon receiving a written request at the Notice Address that you have commenced arbitration or, if the AAA makes you pay the filing fee, we will send that amount to the AAA and request that the AAA reimburse you. If, however, the arbitrator finds that you violated the standards set forth in Federal Rule of Civil Procedure 11(b), then the payment of all AAA Fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies previously disbursed that are otherwise your obligation to pay under the AAA Rules.
- h) **Requirement of Individual Arbitration:** The arbitrator may award relief (including monetary, declaratory, or injunctive relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person (except for the claims of co- or joint account owners pertaining to that account), and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized relief, non-individualized proceedings, or consolidation are found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then that claim or request for relief shall be severed and decided by a court after all other claims and requests for relief are arbitrated.
- i) **Additional Procedures for Complex Disputes:** If you are a business and the relief sought by either you or us in an arbitration exceeds \$75,000 in value (not counting amounts sought for punitive or treble damages or for attorneys' fees or costs), then the AAA's Commercial Arbitration Rules rather than the Consumer Arbitration Rules shall apply, and the Commercial Rules will govern the allocation of AAA Fees instead of subsection (g). If you are a consumer and the relief sought by either you or us in an arbitration exceeds \$1,000,000 in value (not counting amounts sought for punitive, treble, or emotional harm damages or for attorneys' fees or costs), then the same switch to the Commercial Arbitration Rules shall apply if both you and we agree. In addition, in such cases, regardless of whether you are a business or consumer, either party may appeal the final award to a three-arbitrator panel pursuant to the AAA's Optional Appellate Rules by providing written notice within 30 days of the award. The appellant shall pay all fees and costs for the appeal unless the panel determines that the appellant is the prevailing party, in which case the panel shall have the discretion in its final award to

reallocate the fees and costs as justice or otherwise applicable law requires. If there is a cross-appeal, the costs shall be borne equally by both sides, subject to reallocation by the panel in its final award as justice or otherwise applicable law requires.

- j) **Future Changes to Arbitration Provision:** Notwithstanding any provision in this Agreement to the contrary, you and we agree that if we make any future change to this section 34 (other than a change to the Notice Address), you may reject that change by sending us written notice, personally signed by you, within 30 days of the first notice change to the Notice Address provided above. By rejecting that future change, you are agreeing that you will arbitrate any dispute or claim between you and us in accordance with the language of this provision, as amended by any changes that you did not timely reject.
- k) **Right to Reject Arbitration Provision:** If you do not wish to agree to this arbitration provision, you may reject this section 34 by sending a rejection notice to the Notice Address above (“Rejection Notice”). To be valid, a Rejection Notice must: (a) include your name, account number(s), and a statement personally signed by you that you are rejecting the arbitration provision in this Agreement; and (b) be received by us within 30 days after you signed up for digital banking services. If you already have signed up for digital banking services and an arbitration provision has been added for the first time to your agreement for those services, your Rejection Notice must be postmarked within 30 days of the date you accept that agreement with an arbitration provision. If your Rejection Notice complies with these requirements, this Section 34 will not apply to you with respect to any claims that you or we commence in litigation or arbitration after we receive your Rejection Notice. Rejecting this Section 34 will not affect your other rights or responsibilities under this Agreement. Nor will it affect any other arbitration agreements between you and us, such as arbitration provisions in other contracts between you and us.
- l) **Military Lending Act:** If you are a covered member of the armed forces or the dependent of a covered member within the meaning of the Military Lending Act and your Agreement with us involves an extension of consumer credit under that Act, then you are not required to arbitrate disputes.

35. **GOVERNING LAW.** If your account is maintained in one of our Colorado branches, then this Agreement, and all accounts provided to you, shall be interpreted and construed under and governed by the laws of the State of Colorado, without giving effect to Colorado choice-of-law provisions that would result in the application of the laws of a different state or jurisdiction. If your account is maintained in one of our Wyoming branches, then this Agreement, and all accounts provided to you, shall be interpreted and construed under and governed by the laws of the State of Wyoming, without giving effect to Wyoming choice-of-law provisions that would result in the application of the laws of a different state or jurisdiction.

36. **ENFORCEABILITY.** IF ANY PROVISION IN THIS AGREEMENT THAT LIMITS OUR LIABILITY, REQUIRES YOU TO REIMBURSE OR INDEMNIFY US OR RESTRICTS YOUR RIGHTS IS UNENFORCEABLE, THEN IT SHALL BE REINTERPRETED TO RENDER THE PROVISION ENFORCEABLE, BY THE MINIMUM CHANGE NECESSARY, SUCH THAT THE REINTERPRETED PROVISION SHALL LIMIT OUR LIABILITY, REQUIRE YOU TO INDEMNIFY OR REIMBURSE US, OR RESTRICT YOUR RIGHTS TO THE MAXIMUM EXTENT LEGALLY ALLOWED.

WARNING



By selecting “submit” below (or if you are already enrolled in our Digital Banking Service, by continuing to use the service after being notified of this Agreement in accordance with this Agreement), you are entering into a contract, and you agree to all terms and conditions listed in the this ANB BANK DIGITAL BANKING AGREEMENT AND ELECTRONIC FUND TRANSFER ACT DISCLOSURE, including the agreement for individual arbitration in section 34. You also acknowledge the following about our Digital Banking Service:

- It is not a substitute or replacement for reconciling your account and maintaining a check register.
- It may not be the most efficient means of making a transaction.
- As of the date of this Agreement, our Support Line for password resets and product information is open Monday through Friday from 7 AM to 6 PM MT and Saturday from 8 AM to 12 PM MT. Our Support Line is not open on Sundays or Federal Holidays.
- You are responsible for keeping your email address, postal address, and telephone number current in our records and for accepting electronic communications from us.
- We do not guarantee the availability of our Digital Banking Service or the accuracy of data displayed by it.

Please note that this agreement is updated as and when needed.