

Please read the following agreement carefully, copy the document into your word processing program, print it and keep it for your records.

## ANB Bank ONLINE BANKING AGREEMENT AND ELECTRONIC FUND TRANSFER ACT DISCLOSURE

Agreement -- This Online Banking Agreement is a contract. It includes (a) this document, (b) the enrollment form you completed online or signed for online access, (c) any updated fee schedule on our website in accordance with Section 10 of this Agreement, (d) any modification form or other document that specifically refers to itself as part of this 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 cover electronic access to your Accounts at ANB Bank through ANB Bank's online banking service. By using our online banking service, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions and the deposit agreements and disclosures 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 online banking service for "cash management" services that you may access through online banking, such as Automated Clearinghouse ("ACH") transactions, wire transfers for commercial accounts, remote deposit capture, 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 online banking service, but any contrary or different provision in your Cash Management Bank Services 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).

We may amend this Agreement by giving you notice of the amendment via regular mail, email, or secure messaging when you log in for online banking or as otherwise specified below in Section 19. 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 below in Section 19.

1. Definitions. As used in this Agreement, the words "we," "our," "us" and "Bank" mean ANB Bank. "You" and "your" refer to the accountholder authorized by the Bank to use our online banking service under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through our online banking service. "Account" or "Accounts" means your accounts at the Bank that you wish to access as permitted by this Agreement through our online banking service. "Electronic funds transfers" (often referred to as "EFT") means pre-authorized transactions and transfers to and from your Accounts using our online banking service, including bill payments. "Account agreement" means the agreement you entered into to open or maintain an Account, including any "terms and conditions" for the Account. Our "online banking service" means the services provided pursuant to this Agreement. "Business Day or Days" means Monday through Friday, excluding Federal holidays.

This Agreement applies to both "Business Accounts" and "Consumer Accounts". Consumer Accounts are accounts of individuals established primarily for personal, family, or household purposes. Business Accounts are any accounts that are not Consumer Accounts. Some parts of this Agreement, as indicated below, apply only to Consumer Accounts and not to Business Accounts or vice versa.

2. Access. To use our online banking service, you must have at least one Account at the Bank, access to Internet service, an e-mail address and a telephone number. Once we have received your Enrollment Form and verified your account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned User ID. Our online banking service can be used to access only the Account(s) that you have designated for access by our online banking service in your Enrollment Form. You can add or delete any of your Accounts from this Agreement by, if you have a personal user ID, sending a secure message specifying the complete account number(s) to be added or deleted and the user ID involved or, for Business Accounts, signing a subsequent Modification Agreement. Access to your Accounts through our online banking service will be based upon the identification of users and access levels specified by you in your Enrollment Form. We undertake no obligation to monitor transactions through our online 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 security features (listed below) that if not followed may deny internet access to your accounts. To avoid denial, please note the following: our online banking service requires that you correctly enter your User ID as we have assigned it and the password you have selected. We may also require you to answer "challenge" questions or satisfy other requirements we may impose for security purposes, and we may deny you online access to your accounts if you do not successfully answer the questions or satisfy any other such requirement. If you cannot remember or have difficulty with your password, you can request, through the online banking system, delivery of a temporary secure access code to either the e-mail address or US telephone number you have on record with us in our online banking system at any time. We may also allow you, in some cases, to use an electronic "token" or other means we consider appropriate to reestablish access to our online banking system. You must also change your password at least every 120 days. If you fail to perform any one of these functions, your access may be denied. If denied access, you must communicate with a service representative in our online banking service area during the hours specified in Section 7 below to regain Internet access to your Account. If you relinquish ownership of an account you have Internet access to, you agree to notify us of this change immediately.

3. Authorized User; Changes to Business Account Authorizations. When you enroll in our online banking service, if your Account is a Business Account, then you may designate one or more persons as "supervisory users" for your Accounts. A supervisory user has broad powers to change the rights of other users with online access to the Business Accounts, including changing other users into supervisory users. Each person indicated as a "supervisory 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 supervisory user will be a fully authorized transaction. You hereby grant a durable power of attorney for each supervisory user to access and effect transactions to or from your account to the full extent indicated above or authorized in the future by any supervisory user. This power of

attorney includes full power with respect to banks and financial institutions. Each attorney-in-fact that is or in the future becomes a "supervisory user" shall have the power to delegate any or all authority granted under this power of attorney by designating new supervisory users. We shall be entitled to rely on this power of attorney until three Business Days after one of our officers receives written notice from you that this power of attorney has been revoked or you follow other procedures we specify to revoke someone's status as a supervisory user. You accept full responsibility for the actions of each of your supervisory users for Business Accounts.

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 service that you have authorized or that is authorized by a supervisory user, whether now available or available at some time in the future; and
- use our online 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 online banking service is separate from physical signature cards that authorize signatories for your account. If you change the authorized signors on your Business Account, that will not automatically change who is authorized to access your accounts through our online banking service. In particular, if you remove a person as an authorized signor on your account, that person will still have access to your account through our online banking service unless and until you complete a modification agreement removing that user from your account or your supervisory user eliminates that person's access to your account. Similarly, if you remove a person from access to your account through our online banking service, that person will still be an authorized signor until you amend your physical signature card.

5. Waiver of Requirement for Two Signatures. You recognize that any requirement of two signatures on checks, if such a requirement exists, 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 online banking service shall be 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 Online Banking Services. You may use our online banking service to check the balance of your Accounts, view Account histories, transfer funds between your Accounts, order checks, view check images, make stop payment requests, and, if you have signed up for our bill payment

service, to pay bills from your Accounts in the amounts and on the dates you request. You may also obtain other services through other agreements you and we may enter into.

**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 Automated Clearing House (ACH) or other payments network. 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 as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **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 recurring 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 funds 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 online access is not the official record of your account or its activity. Your 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 charges for conducting these activities through our online banking service (except as specifically posted, such as the charge for Business Accounts for the bill payment service).

7. Hours of Access. You may generally use our online banking service seven days a week, 24 hours a day. There will be times, however, when some or all of our online banking services may not be available and we will not have any responsibility or liability for such unavailability. We will endeavor to minimize such periods of non-availability, and agree, when practical, to post notice of any extended periods of non-availability on our online banking service website. Please note that our present staff support hours are 7AM to 6PM Mountain Time, Monday through Friday. We may change these hours by posting the new hours on our website. We are closed on Federal holidays.

8. Your Password. For security purposes, you are required to create your password upon your initial login to our online banking service and change it at least once every 120 days thereafter. 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. Upon three unsuccessful attempts to use your password, your access to our online banking service will be revoked. To re-establish your authorization to use our online banking service, you must contact us to have your password reset.

Your password must be between eight and 30 characters in length. Our system requires a password to contain at least one lower case letter and at least one number and accepts special characters. The system is case sensitive, meaning that it distinguishes capital from lower case letters. We recommend establishing a password that conforms to these requirements and can be remembered without being written. You agree (i) to never share your password, or leave it where someone can obtain it, or select an option that allows your computer software to retain it in memory, (ii) not to associate your password with any commonly known personal identification, such as social security numbers, address, date of birth, or names of children and (iii) to always sign out of your Account promptly once you have completed your work.

9. Security. You understand the importance of your role in preventing misuse of your Accounts through our online 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. 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 password and User ID are intended to provide security against unauthorized entry and access to your Accounts. Data transferred via our online banking service uses SSL encryption in an effort to provide transmission security and we use identification technology to verify that the sender and receiver of online banking service transmissions can be appropriately identified by each other. Nevertheless, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, 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 online banking service, or e-mail 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 online banking system. These methods may include user id, password, one time secure access code, IP address, electronic cookie, virtual flash shared objects, 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.

10. Fees and Charges.

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

You agree to pay the fees and charges for your use of our online banking service services as set forth in the current fee schedules for personal and business products as found on the internet banking page of our website, as we may update from time-to-time. If you requested our online banking service with no bill payment (and no cash management features if you are a business user) there is no charge for viewing and transferring between your accounts with us. 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 are also responsible for telephone and Internet service fees you incur in connection with your use of our online banking service. The Bank's standard fees for services are still applicable. To the maximum extent allowed by law, if the Bank has to file a lawsuit 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.

- As of January 1, 2014, we do not charge for direct deposits to any type of account or for preauthorized payments from any type of account. We may implement fees for these transactions in the future by updating our fee schedule as described above.

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

11. Posting of Transfers. Transfers between your ANB Bank deposit and/or loan accounts initiated through our online banking service before 6:15 p.m. (Mountain Time) on a Business Day are posted to your Account the same day. Transfers involving banks other than ANB Bank initiated through our online 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.

12. 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 22 below: (a) electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority; (b) electronic fund transfers initiated through our online 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 online banking service would result in an overdraft of your Account and are not cancelled, overdraft charges may be assessed pursuant to the deposit agreement for that Account.

13. Limits on Amounts and Frequency of Online Banking Transactions. The number of transfers from your Accounts and the amounts which may be transferred may be limited pursuant to your deposit agreement and disclosure 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. Regulations may require us to limit pre-authorized transfers. For example, with respect to a Business Savings Account or Money Market Account, you can make no more than six transfers per statement period by pre-authorized or automatic transfer or by telephone or online banking and, with respect to a Money Market Account, preauthorized, automatic or telephone transfers or withdrawals by check, draft, debit card or similar order to third parties are limited to six per month. Your participation in our online banking service will be limited by any applicable regulations, including limitation on the total dollar value of permissible transfer in a given day and limitations on the number of monthly transfers.

14. Online Banking Bill Payment Service. There is a separate agreement and disclosure form that you must enter into with us to use our online bill pay service. [Visit ANBbank.com/pdf/checkfreeterms.com](#) for agreement. Any business having more than one checking account enabled for bill payment acknowledges that any business user with access to bill payment will have access to all bill payment checking accounts.

15. 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®, Microsoft®Money and the like. It is your responsibility to have a proper license for any such software. We do not guarantee that the download will be complete or accurate. Also, we do not guarantee that the 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.

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 up to you to get a proper and valid license for the software. Moreover, your installing and using the software is a transaction solely between you and the provider of the software. **We are not a party to that transaction, and we do not make any 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.

16. 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 deadlines.

Checks you have written: You may initiate stop-payment requests online via our online banking service only for paper checks you have written (non-electronically) on your Accounts. Online stop-payment requests are processed by on the Business Day following the date the stop payment has been 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

under the circumstances described in the form you complete online to request the stop payment. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable Account. Stop payment charges for online banking bill payment paper drafts will be assessed in addition to the stop payment charges 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 funds transfer not otherwise described above in this Section 16, you must call our service number; you cannot use our online banking service for this purpose. The number is 1-866-433-0282.

Call or write us at the telephone number or address listed in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

• **Liability for failure to stop payment of preauthorized transfer from a Consumer Account.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled from a Consumer Account, and we do not do so, we will be liable for your losses or damages.

#### 17. Disclosure of Account Information and Transfers.

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

Other circumstances under which we will disclose information about you, your Accounts, or your online banking services are set forth in the contracts, notices, and disclosures that have been separately provided to you and in accordance with our privacy policy disclosed at our Website. You agree to and hereby authorize all of these transfers of information.

18. Periodic Statements. Transfers to and from your Accounts using online banking 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 for your savings accounts, unless there are no transfers to or from the savings account in a particular month. In any case, you will get a statement at least quarterly.

- **Preauthorized credits.** If you have arranged to have direct deposits made to your Consumer Account at least once every 60 days from the same person or company, the person or company making the deposit should tell you every time they send us the money or you can call us at 1-866-433-0282 to find out whether or not the deposit has been made.

19. Change in Terms. We may change any term of this Agreement at any time. If the change applies to Consumer Accounts and would result in increased fees for any online 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 online banking website or forward it to you by e-mail, secure message or by postal mail. 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 online banking services constitutes your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific Accounts are governed by the applicable deposit agreements and disclosures.

20. Consumer Accounts; In Case of Errors or Questions about Your Electronic Transfers. This Section 20 applies to errors and questions relating to Consumer Accounts. Section 21 below applies to Business Accounts.

(a) Consumer Accounts: Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your Password has been discovered by someone else, or that someone has conducted or may conduct a transaction without your permission. Telephoning is the best way of keeping your possible losses down. Contact us immediately as described below in Section 25. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your Password without your authority. If you do NOT tell us within 2 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.

Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get 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. 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 limit. 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.

If state law or an agreement between the consumer and the financial institution imposes less 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.

(b) Consumer Accounts: Errors or Questions About Your Electronic Transactions. In case of errors or questions about your Transaction(s), call or write us as indicated in Section 25 below as soon as you can, if you think your statement or receipt is wrong or if you need more information about a Transaction 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 Transaction 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 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 promptly correct any errors. However, if we need more time, we may take up to 45 days to investigate your complaint or questions. If we decide to do this, we will credit your account for the disputed amount within 10 business days after hearing from you 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 choose not to 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. An account is considered a new account for 30 days after the first deposit is made if you are a new customer.

We will tell you the result within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask us for copies of the documents that we used in our investigation.

(c) Consumer Accounts: Liability for Incomplete Transactions. If we do not complete a Transaction 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 22.

21. Business Accounts. In Case of Errors or Questions about Your Transfers. This Section 21 applies to errors and questions relating to Business Accounts. Section 20 above applies to Consumer Accounts.

(a) Business Accounts: Responsibility and Liability for Transactions. You are solely responsible for the security of your Password(s) for your Business Account. To the maximum extent allowed by law, all Transactions made with your Password are conclusively presumed to have been authorized by you. We shall have no liability to you for any unauthorized Transaction 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 a Transaction to or from your account in time or in the correct amount under any circumstances listed in Section 22. In other cases, if we fail or delay in making a Transaction pursuant to your instructions, or if we make a Transaction in an amount which is less than the amount in your instructions, then (unless otherwise required by law) our liability shall be limited to interest on the amount which we fail to timely pay or transfer, calculated from the date on which the Transaction 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 Transaction, 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 a Transaction in an amount that exceeds the amount in your instructions, or if we permit an unauthorized Transaction 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 Transaction 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. 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.

(b) 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 online banking service for commercial 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, from time-to-time we may offer you a choice among security procedures, and in any such event 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 online banking access to you, including any reasonable legal fees

we have.

22. 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 Business Account, these circumstances include, but are not limited to the following:

- a. You do not have enough available funds in your Account to make a transfer.
- b. A legal order directs us to prohibit or limit withdrawals from the Account.
- c. Your Account is closed, or has been frozen.
- d. The transfer would cause your balance to be overdrawn or, if you have an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts, the transfer would cause you to go over the credit limit.
- e. You, or anyone authorized by you, commits any fraud or violates any law or regulation.
- f. Any electronic terminal, telecommunication device, or any part of the online banking electronic fund transfer system is not working properly.
- g. Other events have occurred as described in your agreement for bill pay or other services.
- h. You have not properly followed the on-screen instructions for using our online banking services.
- i. You have not properly scheduled a payment or the information you have provided in connection with the transaction is incomplete or incorrect.
- j. A third party through whom any bill payment is to be made fails to properly transmit the payment to the intended payee.
- k. 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.
- l. Your PC, modem or internet connection is not working properly.
- m. Our online banking services are unavailable because maintenance or repair work is being performed and it prevents the transfer, despite reasonable precautions that we have taken.
- n. Someone gains access to your accounts without your permission.
- o. We suspect that unauthorized use of your password or Account has occurred or may be occurring (although this does not compromise your responsibility for protecting your password or impose liability on us for any action initiated with your password).

For a Consumer Account, we will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer;
- (2) If you have an overdraft line and the transfer would go over the credit limit;
- (3) If the automated teller machine where you are making the transfer does not have enough cash;

(4)

If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;

(5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or

(6) Any other exceptions allowed by law.

23. Your Right to Terminate. You may cancel your online banking service at any time by providing us with written notice by postal mail or fax or e-mail. Your access to our online banking service will be suspended within 3 Business Days of 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.

24. Our Right to Terminate. You agree that we can terminate or limit your access to our online banking service for any of the following reasons:

a. Without prior notice, if you have insufficient funds in any one of your Accounts. Your online 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 do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.

c. Upon reasonable notice, for any other reason in our sole discretion.

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

E-mail -You can contact us by secure message after logging in or by e-mail sent to [OnlineBanking@anbbank.com](mailto:OnlineBanking@anbbank.com). (Please note that you cannot initiate a banking transaction via email.)

If you send us an e-mail message, 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 e-mail. You agree not to rely on e-mail 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 (866) 433-0282 option 1.

Facsimile - You can contact us by fax at 303-394-5120.

Postal Mail - You can write to us at: ANB Bank, Electronic Banking Unit, 3033 East First Avenue, Lower level, Denver, CO. 80206.

In Person - You may visit us in person at any one of our locations. Please refer to our website, [www.anbbank.com](http://www.anbbank.com), for a current list of locations.

You agree to notify us immediately of any change in your e-mail address. You agree always to

maintain a valid address with us. Any notice we send to your email address is considered given at the time we transmit the email.

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 or email or other address in this Agreement by posting the change on our website.

## 26. 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 online banking services. 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. 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 online banking service provided to you under this Agreement. We do not and cannot warrant that our online banking service will operate without errors, or that any or all of our online banking services 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 officers, directors, employees, affiliates, agents or contractors 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 online banking service, including, without limiting the generality of this disclaimer, loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty.** In no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through our online banking service. If any provision in this Agreement that limits our liability or assigns risk to you is not enforceable, then you and we agree that it should nevertheless be enforceable to the maximum extent legally permissible. If any such provision is too broad in scope to be fully enforceable, then a court shall deem it revised by the minimum reduction necessary to cause it to be enforceable (*i.e.* leaving the maximum permissible limitation of our liability or assignment of risk to you). 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 online 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.

B. INDEMNIFICATION. Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Account or as otherwise required by law, if you are an owner of an Account, you agree to release from any claim and indemnify and hold us, our directors, officers, employees, affiliates and agents harmless from all loss, liability, claims, damages, demands, judgments and expenses (including reasonable attorneys' fees) arising out of or in any way connected with an Account or the performance of our online banking service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of our online banking service by you or your authorized representative.

C. THIRD PARTIES; FACTORS BEYOND OUR CONTROL. 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 provider such as Netscape (Netscape Navigator ), Microsoft (Microsoft Internet Explorer ), Safari, Mozilla, Google Chrome, Opera or Firefox browsers 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 online banking service.

This Agreement shall be interpreted and construed under and governed by the laws of the State of Colorado. 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 hereof 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.

27. Disputes. To the maximum extent allowed by law, you and we agree that any dispute that you and we have relating to this Agreement or any online banking service that we cannot resolve

between us will be resolved through binding arbitration. This includes claims based on contract, tort, statutory rights or any other matter, to the maximum extent allowed by law. This will not apply to disputes that are subject to the jurisdiction of a small claims court, which you or we may still bring in small claims court. This arbitration will be binding. Arbitrators will be chosen, and the arbitration will otherwise be conducted, in accordance with the rules and procedures of the American Arbitration Association.

**THIS AGREEMENT TO ARBITRATE MEANS THAT YOU AND WE ARE WAIVING THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL FOR THESE MATTERS.**

**YOU AND WE AGREE NOT TO JOIN OR CONSOLIDATE ANY OTHER PARTIES IN ARBITRATION OR TO ACT AS A REPRESENTATIVE OF A CLASS.**

**ANY SUCH ARBITRATION WILL, TO THE EXTENT APPLICABLE, BE SUBJECT TO THE FEDERAL ARBITRATION ACT.**

### WARNING

By selecting "submit" below (or, if you are already enrolled in our Online Banking Service, by continuing to use the service after being notified of this Agreement), you are entering into a contract, and you agree to all terms and conditions listed in the THIS AGREEMENT AND ELECTRONIC FUND TRANSFER ACT DISCLOSURE. You also acknowledge the following about our online banking product:

- 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
- Our Support Line for password resets and product information is open Monday through Friday (excluding Federal holidays) from 7:00 AM-6:00 PM Mountain Time.
- You are responsible for keeping your e-mail address current in our records and for accepting electronic communications from us.
- We do not guarantee the availability of our online banking service or the accuracy of data displayed by it.