

Colorado Business Bank
CYBERBANKING™ SERVICES TERMS AND CONDITIONS

THIS Disclosure of Terms and Conditions for CyBerBanking Services describes the Internet banking services that are available to you, and the terms and conditions under which we will provide those services. The terms "we," "us," "our," and "Bank" refer to Colorado Business Bank. "You" refers to each signer on an account.

These CyBerBanking Internet services (the "Services") will be available to you when a completed and signed Application is delivered to **COLORADO BUSINESS BANK** at 821 17th Street Denver, CO 80202 and accepted by us. Our acceptance of an Application shall be effective upon provision of an identification number to you by the Bank.

By submitting an Application and utilizing the Services you agree to be bound by, and comply with, these terms and conditions and other terms and conditions communicated by us in writing, or via the CyBerBanking Internet site, from time to time.

With this Service you will be able to make payments, transfer funds between accounts, place a stop payment order on checks, access account information, and pay bills (through a contract provider) over the Internet using a personal computer and modem. The Services will be available for each account at the Bank designated by you (the "Account(s)"). The Services will be available subject to the following terms and conditions:

- The owner of each Account must sign the Application and will be subject to these terms and conditions.
- No Account may require more than one signer to authorize a Service or other transaction.
- All other terms and conditions applying to the Accounts will continue to apply. These other terms and conditions include, but are not limited to, limitations on the number of transfers or withdrawals that may be made from Money Market and Savings Accounts within a certain time.
- You must follow all of the instructions and procedures applicable to the Services that are communicated by us in writing, or via the CyBerBanking Services Internet site, from time to time.
- You may access the CyBerBanking system 7 days a week, 24 hours a day unless the system is unavailable due to periodic system upgrades and maintenance; however certain transactions may not be processed until the next Business Day on which we are open for substantially all of our banking functions. Funds transfers made after 6:00 p.m. Mountain Standard Time will be made on the next Business Day.
- Transaction activity on Accounts will be shown on each periodic Account statement.

ACCESS AND CUSTOMER RESPONSIBILITY FOR SERVICES

In order to access the Services, you must use the identification number provided by us, as well as the personal identification number ("PIN") initially provided by us. Upon receipt, you may select a "pseudo" identification number and must change the PIN as determined by you.

You acknowledge that any person who obtains the identification number and PIN will have access to the Accounts and may utilize the Services associated with those Accounts. You will be liable for all transactions made by persons with the identification number and PIN, even if they exceed their authority. This is true when the identification number and PIN were furnished to the other person by you, whether or not you attempted to impose limits on that person's use of the Account. The identification number and PIN should be maintained in strict confidence by you without disclosure to other persons or disclosure of the PIN to us. You shall be responsible for safeguarding your account information and protecting access to your PIN and identification number.

If you desire to terminate a person's authority or change the identification number, you must notify us and must take steps to change the identification number and PIN. You must request us to change the identification number; you alone must change the PIN and take steps to prevent further access by unauthorized persons.

TERMINATION OF SERVICES

We may terminate the Services any time after the commencement of any voluntary or involuntary bankruptcy, dissolution, or liquidation by or against you, or the breach by you of the terms of the Services, or our belief that you are engaged in any fraudulent or criminal activity, or at any time after notice to you. In the event that you desire to terminate the Services you must notify us phone or in writing at the telephone number or address at the end of this disclosure, to the attention of Account Services.

PREAUTHORIZED PAYMENTS

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call or write us at the telephone number or address listed at the end of this disclosure, 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. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

LIABILITY OF BANK

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for:

- Insufficient available funds, or credit availability, in the Account;
- Equipment failure by the Bank's or your equipment that should have been apparent at the time of utilizing the Services;
- Your failure to follow our instructions or to supply complete and accurate instructions or payor or payee account designations;
- Your failure to initiate the transfer, stop payment request, or payment within the time requirements communicated by us;
- Funds in the Account are subject to set off, legal process or other claim restricting the transaction; and
- Other causes or circumstances beyond our reasonable control.

We shall only be liable to you for the Bank's gross negligence or willful misconduct in performing the Services provided for herein.

CONFIDENTIALITY

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

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us written permission; or
- As explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

(a) Consumer Liability. Tell us AT ONCE if you believe your identification number and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If the unauthorized use of your lost or stolen identification number and/or PIN occurs through no fault of yours, no liability will be imposed on you. Otherwise, you will be liable for the lesser of:

- \$50.00, or
- The amount of any money, property, or services obtained by unauthorized use of the identification number and/or PIN before you gave us notice.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. Except for electronic funds transfers made by card or other device for use at a communications facility, such as an ATM, 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 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time and, as to transactions arising from the unauthorized use of the identification number and/or PIN, if your failure to examine your statement or tell us constitutes a lack of due diligence on your part. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

(b) Contact in event of unauthorized transfer. If you believe your identification number and/or PIN has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers. Call or write us at the telephone number or address listed at the end of this disclosure 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.

1. Tell us your name and account number.
2. 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.
3. Tell us the dollar amount of the suspected error.
4. For a bill payment, report the account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

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 (5 business days if involving a Visa® transaction or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a Visa® transaction or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or

question in writing and we do not receive it within 10 business days, we may not credit your account. 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 results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Colorado Business Bank – Disputes
P.O. Box 8779, Denver, CO 80201-8779
800.624.0102

Business days: Monday through Friday, excluding federal holidays

CyBerBanking Application

Check services desired:

- CyBerBanking Inquiry Only
- CyBerBanking Inquiry and Account Transfer
- CyBerBanking Inquiry, Account Transfer and Bill Pay

Mail this form to:

Colorado Business Bank
P.O. Box 8779
Denver, CO 80201

List below all accounts on which you are a signer and would like to access. Include the account description you would like to use for each account you have selected, i.e. Checking, Savings, Household Account, Vacation Account, Car Loan, Ready Reserve, Money Market, etc. This account description is to help you identify your various accounts. All signers on all listed accounts must be the same. **Reminder: We will not pass any of your account numbers over the Internet, nor will any of our employees ask you for any account numbers over the Internet.**

Account Number	Account Description
_____	_____
_____	_____
_____	_____
_____	_____

Owner Information

_____	_____	_____	
First Name	Middle Initial	Last Name	

_____	_____	_____	_____
Address	City	State	Zip Code

Email Address			

Additional Owner Information

_____	_____	_____	
First Name	Middle Initial	Last Name	

Email Address			

Please enroll me/us in the Colorado Business Bank's CyBerBanking Services. I/we certify that the information provided is true and correct. I/we authorize Colorado Business Bank to verify any information included in this application and allow access to all the accounts I/we may be a signer on listed above. The use of CyBerBanking shall be governed by the CyBerBanking Services Terms and Conditions, Colorado Business Bank Deposit Account Terms and Conditions, applicable disclosures, and such other applicable fees, terms and conditions or amendments thereto, as may be established by Colorado Business Bank and communicated to me/us. The undersigned have read and agree to the terms and conditions described above.

Owner Signature/Date

Additional Owner Signature/Date

Customer Service use only
Date: _____ Letter: _____ Input by: _____ Verified by: _____ Bill pay setup: _____