



BUSINESS ONLINE BANKING SERVICES AGREEMENT

In this Business Online Banking Services Agreement (the "Agreement"), "we", "us", "our" and "Bank" means Flatirons Bank and "you", "your" and "Client" means (a) each individual or entity that is an owner of an account, an Authorized User (as defined below), or a party-in-interest to an account (such as a co-trustee of a trust account). This Agreement states the terms and conditions that apply when you use Bank's Business Online Banking service. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all our instructions and procedures applicable to the services covered by this Agreement.

Business Online Banking provides a secure web browser-based suite of electronic services that allow you to manage your banking activity online (the "Service"). If you request the Service and it is available, we will grant access to your Administrator (as defined below in the section "Bank Responsibilities") to establish, maintain and delete Authorized User access and authority of Authorized Users (as defined below in the section "Bank Responsibilities"), and applicable dollar limits and service limitations, and perform other administrative tasks with respect to your use of all or any part of the Service. Certain Services require our approval or may be subject to limitations we may impose from time to time. In order to utilize the Service, you must designate certain accounts for specific purposes using the Business Online Banking or Cash Management Designation of Services form, whichever is applicable (the "Designation Form"). The Designation Form may list certain accounts that you wish to access with the Service. If it includes the accounts of your parent company, subsidiaries or affiliates, you warrant and represent that they have authorized you to access their accounts through the Service in the same manner as your own accounts. You agree to notify us immediately in writing of any change to that authorization.

I. AVAILABLE SERVICES

The Service allows you or someone you have authorized by giving them your Service username and password or other means of access (even if that person exceeds your authority) to use the following services:

A. INQUIRY SERVICE

The Inquiry Service provides the Client with the ability to view detailed account information online, such as account activity, check images, and other account information.

B. TRANSFER SERVICES

- 1. Internal Transfer Service.** The Internal Transfer Service provides the Client with the ability to initiate a transfer of funds between accounts held at the Bank. We only process transactions and update information on Business Days (as defined below in Section II.B. "Business Days"). Transfers between Bank accounts made after 5:30 p.m. Mountain Time will be processed on the next Business Day. Transfer restrictions on certain accounts as established by federal law apply. The details regarding these restrictions are included in the account disclosures provided at the time the account was opened.
- 2. External Transfer Service.** The External Transfer Service provides the Client with the ability to initiate a transfer of funds between accounts held at the Bank and Qualifying Accounts (as defined below) held at other financial institutions. Transactions are limited as set forth in the Designation Form, as the same may be amended or restated from time to time. Transfers from Bank to Qualifying Accounts made after 4:00 p.m. Mountain Time will be processed on the next Business Day. This Service may not be available to all business customers.

A "Qualifying Account" is an account of which you are either an owner or an authorized signer designated to conduct transactions on the owner's behalf. The Bank undertakes no obligation to monitor transactions to determine that they are executed on the owner's behalf. Any account information and activity regarding Qualifying Accounts at other financial institutions cannot be accessed through the Service.

By enrolling in or using the External Transfer Service, you represent that you are an owner of the enrolled external account(s) and are authorized by any other owners of the external account(s) to enroll said account(s) to make external transfers. You authorize the Bank to correct any errors that the Bank identifies in conjunction with the transfer request. You agree to enroll only checking, savings and money market accounts and are aware that not all types of accounts are eligible for external account transfers. Ineligible accounts may include, without limitation, IRAs, certificates of deposit, trusts, custodial accounts, corporate accounts, and other types of accounts. All external account transfers are subject to the rules and regulations of the other financial institution. You agree not to transfer any funds to an external account where the transfer would not be allowed under the rules and regulations of such accounts.

As a condition to using the External Transfer Service, you agree that you are solely responsible for the use of such service and that you will use the service in accordance with this Agreement. You agree it is your responsibility to ensure you enter valid and correct external account information. External account transfers sent to invalid or incorrect account numbers may

not be recoverable and the Bank is not responsible for returning funds due to an unrecoverable external account transfer error.

The standard external transfer is limited in amount as set forth in the Designation Form, as the same may be amended or restated from time to time. This amount is subject to change at any time, and exceptions may be made at the discretion of the Bank; provided, however, that an exception in one instance shall not be construed as a modification of a limit or as obligating the Bank to make any future or other exception. If desired, a different limit amount may be requested but is not guaranteed and is subject to approval by the Bank in the Bank's sole discretion.

If any of your Qualifying Accounts are money market savings accounts or savings accounts, certain types of withdrawals from those accounts, including payments and transfers (by phone or computer), are limited to a total of no more than six (6) in any monthly statement period. The types of withdrawals covered by this limitation include those made by means of pre-authorized or automatic transfers and payments, telephone transfers or internet transfers. The limitation also includes withdrawals made by check, draft, debit card, or similar order payable to third parties.

C. BILL PAY SERVICE

This service provides the Client with the ability to make payments from a designated account to the payees you choose. This service may be subject to a separate agreement and disclosure, the provisions of which are in addition to those in this Agreement. You must have sufficient available funds or credit in the account from which you instruct us to make a payment. You are not limited in the number of payments made through this service, but there may be additional fees based on the number of payments made and per day aggregate dollar amount limits may apply. Payments may be established as single payments or recurring payments. Payments are processed on Business Days and must be submitted prior to the daily cut-off time then in effect. Recurring payment dates which do not fall on a Business Day will be automatically adjusted, based on the payment options you select. Your Administrator may terminate another person's authority using Business Online Banking. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. Bank is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. Bank is not liable for any failure to make a bill payment if you fail to promptly notify Bank after you learn that you have not received credit from a payee for a bill payment. Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Bank's agent. In any event, Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this service, even if Bank has knowledge of the possibility of them. Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond Bank's reasonable control. Bank has the right to change this service as set forth in this Agreement or by notice mailed to you at the last address shown for the account on the Bank's records, by posting notice in branches of the Bank, or as otherwise permitted by law. Bank has the right to terminate or modify this service at any time. You may terminate this service by written notice to the Bank. Bank is not responsible for any payment made before Bank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by Bank on your behalf.

D. LOAN PAYMENT & ADVANCE SERVICE

This service provides the Client with the ability to make loan payments to loan accounts held at the Bank. Additionally, this service provides the Client with the ability to make advances from Overdraft Protection Lines of Credit, Home Equity Lines of Credit (HELOC) or other revolving loan accounts held at the Bank. You must have sufficient available funds or credit in any account from which you instruct us to make a payment or advance. You are not limited in the number of loan payments or advances made through this service.

E. MOBILE BANKING SERVICE

The Mobile Banking Service allows Clients who have approved Mobile Devices (as defined below) to enroll to use the optional mobile banking services described in this Agreement, including Mobile Web, Mobile Applications, and Mobile Remote Deposit Capture services, which allow you to conduct certain banking functions through the use of your approved Mobile Device. Mobile Banking is part of the Service and is available only to individuals that are already enrolled in the Service.

When used in this Agreement, the term "Mobile Banking" means a suite of services that we make available enabling you to conduct banking transactions with us by using your Mobile Device. "Mobile Device" means a cellular telephone or similar wireless communications device (1) that is installed with Mobile Banking applications permitted by us ("Mobile Applications") that you have downloaded to conduct Mobile Banking transactions, or (2) that is capable of conducting Mobile Banking transactions by using other protocols we may choose to permit, such as the Wireless Application Protocol using the web site ("Mobile Web"). We reserve the right to change the Mobile Banking Applications, Mobile Web, and other protocols that we allow for Mobile Banking at any time without prior notice.

- 1. Mobile Banking Functions.** To access Mobile Banking services and functions, your Mobile Device must be Internet enabled and connected to the Internet; must be enabled to receive and transmit data; and must include mobile browser and texting functionality. To receive any Mobile Banking service, you must also be enrolled in the Service and in Mobile Banking. Enrollment requires identification of your banking relationship with Bank to Bank's third party Mobile Banking service provider(s). By enrolling in Mobile Banking, you agree to the terms and conditions contained in this Agreement with respect

to Mobile Banking and you authorize Bank or its third-party service providers to provide Mobile Banking to you on the terms and conditions set forth in this Agreement.

When you access Mobile Banking with your Mobile Device, you will see a menu of available Mobile Banking functions (e.g., access to account information; view balances; view or search for transactions; locate branches; execute specific types of internal or external funds transfers; etc.). You will have the ability to contact Bank via the "Call Us" feature in the applicable Mobile Banking Application. From time to time we will add, and may modify or delete, particular Mobile Banking functions or geographic areas served by Mobile Banking. We may make such changes in functions or geographic service with or without prior notice. We reserve the right to refuse to make any transaction that you may request through Mobile Banking.

Not all functions that are described in this Agreement or available at the Service website are available with Mobile Banking. All terms and conditions in this Agreement or on the Service's website that limit or govern your use of Online Banking functions will also limit and govern your use of those functions through Mobile Banking. You accept full responsibility for ensuring that you understand how to use the Mobile Banking Service before you do so and that you always use the Mobile Banking Service in accordance with the instructions that we post on the Bank website. You also accept full responsibility for understanding how to properly use your Mobile Device and the Mobile Application. We may change or upgrade components of Mobile Banking from time to time. You are responsible for making sure that you understand how to use Mobile Banking as modified. Bank is not liable to you for your failure to properly use Mobile Banking or your Mobile Devices or for any losses or damaged caused by such failure.

2. **Mobile Banking Service Availability.** We will use reasonable efforts to make Mobile Banking available for your use on a continuous basis. We do not guarantee functionality of Mobile Banking (or any Mobile Banking Applications) on all Mobile Devices, on all communications networks, in all geographic regions, or at all times. You understand and agree that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming. Mobile Banking is not certified to operate for end users trying to access it while outside the United States. Mobile Banking may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to Mobile Banking may be interrupted because of conditions beyond our control, including because of outages in Internet availability. We will use commercially reasonable efforts to re-establish Mobile Banking in those instances, but we do not promise the Mobile Banking will always be available for your use. We may elect to discontinue Mobile Banking (or any of the services that we provide, from time to time, through Mobile Banking) at any time. If we choose to discontinue Mobile Banking, we will endeavor to provide you with reasonable notice but will not be required to do so. In the case of a disaster, your Mobile Banking may be suspended to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall we be liable to you for unavailability of Mobile Banking, or your inability to access Mobile Banking or to execute Mobile Banking functions.
3. **Fees Charged by the Bank.** Currently, we charge no fees to enroll in or use any Mobile Banking Service. However, we may assess fees (a) set forth in the other agreements, disclosures or fee schedules for particular banking products or accounts (such as overdraft or funds transfer fees), or (b) for products and services that you may purchase through Mobile Banking. We reserve the right to institute or change fees for all or any individual Mobile Banking Service after sending you prior notice.
4. **Mobile Device and Mobile Communications.** You are responsible for providing your own Mobile Device that supports the Mobile Applications. Mobile Banking users may be required to download, install and use certain applications, software systems and programs developed by us, our licensors or other third-parties. We are not responsible for any damage to your Mobile Device resulting from those activities, and you will be engaging in those activities at your own risk. To download Mobile Applications, please follow the instructions found in the Mobile Banking page of the Online Banking site or on the Bank's website. Depending on its make and model, your Mobile Device may need to be capable of receiving an SMS text message to initiate the download.

You are responsible for obtaining your own mobile communication service provider. Your mobile communications service provider may charge you for Internet-related use, including, without limitation, downloading Mobile Banking Applications and sending or receiving text (SMS) messages, so please see your mobile carrier for further details about its charges. You are responsible for all fees and charges that you may incur to any mobile communications service provider or any other third parties while using Mobile Banking.

We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with (i) your mobile communications service provider agreement, or (ii) any Mobile Device, hardware, software or other any product or service you may purchase from others relating to your use of Mobile Banking. This Agreement does not amend or supersede any agreements that you have with third parties (such as your Mobile Device supplier and your mobile communications service provider), and you remain subject to all terms, fees, costs, other charges, limitations and restrictions in those agreements with third parties. Your Mobile Device supplier and your mobile communications service provider are responsible for their products and services. You agree that any problems you may have concerning those companies' products, services or agreements shall be resolved by you directly with them, and without involving us.

5. **Export Controls.** Software programs, materials, tools, and technical data may be subject to U.S. export controls or the trade laws of other countries. You agree to comply with all export control regulations. You also acknowledge that you, not Bank, have the responsibility to obtain such licenses to export, re-export or import as may be required. You agree not to

export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws.

- 6. Mobile Applications License.** In connection with your use of Mobile Applications, we and our licensors (or other third-parties who have directly or indirectly granted rights in those software systems and programs with respect to Mobile Banking) require your agreement to certain license rights arrangements and end-user agreements set forth in this Agreement. By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Applications, you will evidence your acceptance of the terms and conditions of such license. We may also condition your use of Mobile Applications upon you affirming such license using "I Accept" dialogue box acknowledgements, or by other affirmative or use-based acknowledgement and agreement systems.

You are hereby granted a personal, limited, non-transferrable, non-exclusive, non-sublicenseable, revocable and non-assignable license ("License") to download, install and use the Mobile Application on your Mobile Device within the United States and its territories. If you obtain a new Mobile Device, you will be required to download the Mobile Application software and the act of downloading will constitute your entering into of a new License agreement for that Mobile Device. This License is at all times subject to your compliance with the terms and conditions of this Agreement and the other agreements between you and Bank.

You may cancel the Mobile Application service by either deleting the Mobile Application from all Mobile Devices in which the Mobile Application has been installed or un-enrolling within Online Banking. To re-enroll, you will have to start the enrollment process from the beginning of the process.

We shall revoke this License immediately upon (i) your termination of the Mobile Banking services in accordance with this Agreement; (ii) your deletion of the Mobile Application from your Mobile Device; (iii) your noncompliance with this Agreement or relevant terms of any of the other agreements between you and Bank; or (iv) at any time, with or without notice, with or without cause. Upon revocation or other termination of this License, you agree to immediately delete the Mobile Application from your Mobile Devices if you have not already done so. Bank and its licensors, as applicable, reserve and retain all right, title, and interest in the Mobile Applications not granted to you in this Agreement, including, without limitation, all patent rights, copyrights, trademarks and trade secrets. This License entitles you to use the Mobile Applications solely in conjunction with Mobile Banking services and your Mobile Device and for no other reason. You may not sublicense the Mobile Applications to anyone. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Mobile Applications or any part of the Mobile Banking services; (ii) copy or reproduce all or any part of the Mobile Applications or the Mobile Banking services; or (iii) interfere or attempt to interfere with the operation of the Mobile Banking services or the Mobile Applications. The Mobile Applications do not include all operating systems or other software or applications that may be required to operate the Mobile Applications. You are solely responsible for licensing such third-party software, at your own cost and expense. You understand and agree that the Mobile Applications contain trade secrets and other proprietary and confidential information and that you will make commercially reasonable efforts to protect and maintain the confidentiality of such information. You agree that you will not (i) print, copy or duplicate any portion of the Mobile Applications; (ii) alter, remove or conceal any copyright notices on the Mobile Applications; or (iii) make the Mobile Applications available to anyone except your agents for purposes specifically related to your authorized use (and in that case, subject to such agents' agreement to comply with the restrictions herein). You may not use the Mobile Applications for any purpose other than your personal use. You agree to comply with all procedures and requirements of Bank in connection with your use of the Mobile Applications.

We and our service providers (including without limitation third-party providers of Mobile Applications) reserve all rights in and to the Mobile Applications not expressly granted to you in this Agreement. If you obtain a different Mobile Device, you will be required to download and install Mobile Banking Applications to that different Mobile Device under the same terms set forth in this Agreement. You agree to delete all such software from your Mobile Device promptly if the License or this Agreement terminates for any reason. We reserve the right to change, add to or terminate services with our third-party Mobile Banking application providers, to substitute different Mobile Banking application providers, and to enter into or arrange for the provision of Mobile Banking applications by other licensors and third-parties.

F. MOBILE REMOTE DEPOSIT CAPTURE SERVICE

The Mobile Remote Deposit Capture Service provides the Client with the ability to make deposits of checks ("original checks") to qualifying accounts from home or other remote locations by taking a photo of the original checks and transmitting the digital images and associated deposit information ("images") to the Bank with a mobile device. (In this section, the term "Check" shall refer to the original paper check, or the image of such paper item that you transmit to us, as the context requires.) This service will be available through the Mobile Application after the Mobile Remote Deposit Capture Service is established.

- 1. Limits.** The standard mobile deposit is limited in amount as set forth in the Designation Form, as the same may be amended or restated from time to time. This amount is subject to change at any time, and exceptions may be made at the sole discretion of Bank; provided, however, that an exception in one instance shall not be construed as a modification of a limit or as obligating the Bank to make any future or other exception. If desired, a different limit amount may be requested but is not guaranteed and is subject to approval by the Bank in its sole discretion.
- 2. Fees.** This service is free to all customers holding any checking, savings, and money market accounts. This service is not available for Certificates of Deposits or Individual Retirement Accounts. Fees for deposited items may apply based upon the account product.

3. Eligible Items. The Client agrees to only deposit "checks" as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to Bank shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Colorado. The Client agrees not to use Mobile Remote Deposit Capture Service to deposit any of the following, which shall be considered "ineligible items":

- Checks payable to any person or entity other than the person or entity that owns the account into which the check is being deposited.
- Checks containing an alteration, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks prohibited by Bank's current procedures or which are otherwise not acceptable under the terms of your Bank account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this Agreement.
- Checks that have previously been submitted through this Service or through a remote deposit capture service offered at any other financial institution.

Our processing of any of the Checks described above shall not obligate us to continue the Mobile Remote Deposit Capture Service, and we reserve the right, at our discretion, to suspend or deny the use of the Mobile Remote Deposit Capture Service with or without cause or prior notice. If you process a previously truncated and reconverted substitute check through the Mobile Remote Deposit Capture Service, you will ensure that the identification of previous truncating and reconverting banks are preserved and that the substitute check meets the requirement for legal equivalency under Reg. CC. We reserve the right to refuse any Check for deposit, with or without cause.

4. Using the Service. By enrolling in or using the Mobile Remote Deposit Capture Service, you agree to: (a) follow our service instructions expressed within the Mobile Application for capturing and transmitting check images to us, as required by the image quality standards determined by us in our sole discretion, including, without limitation, image quality standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house, or association; (b) deposit only eligible items described in Section F.3 above; (c) properly endorse and additionally print "FOR MOBILE DEPOSIT ONLY TO FLATIRON BANK" on all deposited Checks; (d) view each Check as it is imaged to ensure that the check images (front and back) have been captured properly; and (e) follow any and all other procedures and instructions for use of the Mobile Remote Deposit Capture Service as Bank may establish from time to time. Each image must provide all information on the front and back of the Check at the time presented to you by the drawer, including, but not limited to, information about the drawer, MICR information, signature(s), any required identification, and any endorsements applied to the back of the original Check. You will be liable for any loss that Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by you. You agree to retain all information about your imaging of Checks and transmittal of check images for no less than seven (7) days. In the event of lost, mistaken, incomplete or unusable Checks or images, or in the event of claims of fraud, alteration, counterfeit, or otherwise, you agree to cooperate fully with us in providing relevant information, including access to such records and, without cost, any originals or copies of items deposited through the Mobile Remote Deposit Capture Service in your possession.

It is your responsibility to exercise the highest possible degree of care and security for any original Checks in your possession. You agree that you will not attempt, directly or indirectly, to negotiate, deliver, transfer, or deposit any original Check (or copies of such Check, whether in paper or electronic form) more than once, whether with us or with any other financial institutions.

5. Your Representations and Warranties. You represent and warrant to Bank that you will comply with the terms and conditions of this Agreement and with all applicable laws, regulations and rules, and that with respect to each Check: (a) you have the legal right to accept the Check for deposit and negotiation; (b) the Check images that you transmit meet the image quality standards of the Bank and accurately represent all of the information on the front and back of the original Check, including but not limited to all endorsements, at the time of transmission; (c) you have not taken any action that would obscure, alter, or impair the capture or transmission of information on the front or back of the Check or that otherwise may prevent us or another institution from capturing or processing such information appropriately; (d) the image of the Check as transmitted contains all endorsements applied by parties that previously handled the Check in any form or forward collection or return; (e) you will only transmit eligible items as described herein; (f) you will not transmit duplicate items; (g) you will not deposit or re-present the original item; (h) all information that you provide to the Bank is accurate and true; (i) the Check is not a counterfeit item; (j) all files and images transmitted to the Bank will contain no viruses or other disabling

features that may have an adverse impact on the Bank's network, data, or related systems; (k) you make all warranties that would otherwise apply to the Check if it had been a paper item deposited with us; and (l) you make all encoding, transfer, presentment, and other representations and warranties that the Bank (or any correspondent bank that the Bank uses) provides, or is deemed to provide, to others (i.e., as a reconverting bank) pursuant to applicable law, regulation or clearinghouse rule.

6. **Hours of Operation.** The Mobile Remote Deposit Capture Service may be used to transmit Check information twenty-four (24) hours a day, seven (7) days a week, except when our Mobile Remote Deposit Capture Service is unavailable due to necessary maintenance, system outages, or other causes. Deposit information received on or after the 4:00 pm Mountain Time cutoff time or on other than a Business Day may be deemed received by us as of the next Business Day. We are not responsible for the unavailability of the service or any damages that may result from its unavailability. If the Mobile Remote Deposit Capture Service is not available for any reason or a Check cannot be processed by means of the Mobile Remote Deposit Capture Service, you may deposit your Checks directly at any of our branches during normal operation hours or through our night depository service or by mailing the original check to: *Flatirons Bank, 1095 Canyon Blvd., Suite 100, Boulder, CO 80302*.
7. **Rejected Checks.** If your Check information is incomplete or cannot be processed by us for any reason, we may reject the Check for deposit, notwithstanding any transmission confirmation that you receive, and may charge the amount back against any provisional credit to your account. We may notify you by email if we are unable to process a deposit made through the Mobile Remote Deposit Capture Service.
8. **Returned Checks and Claims.** If a Check or substitute Check is returned unpaid to us for any reason, we may return it to you in the form of a substitute check. If you decide to redeposit the returned item, you may only redeposit the substitute Check; you may *not* deposit the original Check. If the drawee of a Check or another third party makes a claim against us or seeks a re-credit with respect to any Check processed through the Mobile Remote Deposit Capture Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim.
9. **Indemnification.** In addition to the other indemnification requirements set forth in this Agreement, you agree to indemnify, defend, and hold us and our affiliated companies harmless from and against any and all actions, proceedings, liabilities, losses, costs, attorney fees, and claims (including but not limited to warranty claims) that result from or arise in connection with: (a) any misuse of the Mobile Remote Deposit Capture Service by you, your employees, or agents; (b) your breach of this Agreement (including but not limited to any covenant, representation, or warranty); (c) actions by third parties (such as the introduction of a virus) that delay, alter, or corrupt the transmission of Check images to us; or (d) any claim by a recipient of a substitute Check (or a Check in an electronic form) upon which the recipient incurred a loss due to: (i) the receipt of the substitute Check (or a Check in an electronic form) instead of the original Check, or (ii) multiple payments with respect to the same original Check, based on any combination of the original Check, the substitute Check, or a paper or electronic copy of either. This section shall survive the termination of this Agreement.
10. **Safekeeping and Destruction of Checks.** It is your responsibility to adopt and maintain commercially reasonable security procedures in connection with the storage and destruction of original Checks and any copies of such Checks. You should retain the original paper checks for only that amount of time (but no fewer than seven (7) days) that you deem necessary, based on: (a) the risk of fraudulent duplicate presentments of the original Check or any paper or electronic copy thereof; (b) your personal needs; and (c) potential claims by recipients of substitute Checks (or Checks in an electronic form) that they incurred a loss due to the receipt of a substitute Check (or Check in an electronic form) instead of the original paper Check. After the end of your retention period, you agree to destroy (by shredding) the original Checks.

G. STOP PAYMENT SERVICE

The Stop Payment Service provides the Client the ability to initiate a stop payment order for a check drawn on a specified account with the Bank. Subject to certain limitations, you may order us to stop payment on an item payable from your account in the manner provided for in the Deposit Account Agreement Disclosure, the terms of which are incorporated herein by reference.

H. WIRE TRANSFER SERVICE

The Wire Transfer Service provides the Client with the ability to initiate wire transfers online. The Wire Transfer Service requires approval by the Bank and additional documentation may also be required. Wire transfer requests received by the Bank through the Service are considered authorized transactions on behalf of the Client. Wire transfer requests submitted through the Service require use of a login with a password and use of a single-use security token. For wire transfer requests exceeding \$100,000, the Bank will verify the transfer by calling an Authorized User at the phone number designated in the Wire Transfer Agreement between Client and Bank. CUSTOMER AND BANK AGREE THAT THESE SECURITY PROCEDURES CONSTITUTE A COMMERCIALY REASONABLE METHOD OF PROVIDING SECURITY AGAINST UNAUTHORIZED TRANSFERS.

We recommend that your designated Administrator establish a minimum of two Authorized Users and each Authorized User's authority and functions, and that such Authorized Users act independently, with no single Authorized User allowed to both initiate and approve a Wire Transfer request. If you choose not to follow this recommendation, you agree to defend, hold us harmless, and indemnify us for any unauthorized activity that may have been prevented by following this recommendation.

I. AUTOMATED CLEARING HOUSE (ACH) SERVICE

The Bank offers ACH Origination services through the Service. In order to use the ACH Service, the Client must also sign and agree to the provisions of the ACH Origination Agreement and other Specifications, including the Designation Form, as the same may be amended or restated from time to time. Credit Approval is required for companies originating ACH Debit Entries.

We recommend that the designated Administrator setup a minimum of two Authorized Users and each Authorized User's authority and functions, and that such Authorized Users act independently, with no single Authorized User allowed to both initiate and approve an ACH Origination request. If you choose not to follow this recommendation, you agree to defend, hold us harmless and indemnify us for any unauthorized activity that may have been prevented by following this recommendation.

J. POSITIVE PAY SERVICE

- 1. Positive Pay Services.** Customer may select Positive Pay Services for checks and shall note its selection on the Designation Form. If Customer elects to receive Positive Pay Services from Bank, Customer shall manually enter into, or import from Customer's accounting system into, Bank's Positive Pay System, or otherwise transmit to Bank, directly or through a third party acceptable to Bank, in accordance with procedures specified by Bank from time to time, a file of checks issued each Business Day no later than the Bank-established cut-off time for issued items. Bank or Bank's third-party vendor will match all presented checks with the account number, serial number and dollar amount to determine if the check is valid and provide an electronic list of exceptions (the "Positive Pay Exception Report") to Customer the following Business Day. Customer shall promptly, but by no later than 12:00 p.m. Mountain Time, review the Positive Pay Exception Report and provide a pay/no pay decision for all exceptions. In the event that Customer does not make a funding decision as to any exception item in the manner summarized above, Bank shall return the item, and Customer waives all right to dispute the non-payment of the item.
- 2. ACH Positive Pay Services.** Customer may select Positive Pay Services for ACH transactions and shall note its selection on the Designation Form. If Customer elects to receive ACH Positive Pay Services from Bank, Customer shall manually enter into, or import from Customer's accounting system into, Bank's Positive Pay System, or otherwise transmit to Bank, directly or through a third party acceptable to Bank, in accordance with procedures specified by Bank from time to time, companies authorized to debit and/or credit Customer's deposit account, with transaction amount limitations and effective/expiration dates. Bank or Bank's third-party vendor will run each ACH file to identify ACH transactions that are suspects based on the authorized company records as provided by Customer and will provide an electronic list of pending suspect transactions (the "ACH Positive Pay Suspect Entries") to Customer on each Business Day. Customer shall promptly, but by no later than 12:00 p.m. Mountain Time on the business day following receipt of the ACH Positive Pay Suspect Transactions, review the ACH Positive Pay Suspect Entries and provide a pay/return decision for all suspect transactions. Customer may also elect to allow a suspect transaction to post by authorizing a company for future ACH transactions by adding a new authorized company record or changing an existing record. If Customer does not provide a pay/return decision or add or maintain company records to allow suspect entries to post in cycle processing, items will reject and will be placed on the Positive Pay Exceptions screen the next day. In the event that Customer does not make a funding decision as to any suspect transaction in the manner summarized above, Bank shall return the item, and Customer waives all right to dispute non-payment of the item.
- 3. Teller Access Positive Pay.** As part of the Positive Pay Services, Bank will make available to Bank's tellers the issued checks file received from Customer. If a check presented for payment over the counter in one of Bank's branches is: (i) presented before Bank has received, processed, and made available to tellers the issued check file for such check from Customer; or (ii) a mismatched check, Bank may, but will not be obligated to, attempt to contact an authorized signer by telephone. If Bank contacts an authorized signer and the authorized signer instructs Bank to pay the check, Customer authorizes Bank to pay the check and charge it against the relevant account. If the authorized signer instructs Bank to return the check, Customer authorizes Bank to return the check unpaid to the person presenting it to Bank. If Bank elects not to attempt to contact an authorized signer, is unable to contact an authorized signer, or the authorized signer fails to give Bank, in Bank's sole determination, clear instruction to either pay or return the check, Bank will return the check. If there is a conflict in direction as to pay or not to pay the check, the check will not be paid and will be returned. In the event that Customer does not make a funding decision as to any suspect transaction in the manner summarized above, Bank shall return the item, and Customer waives all right to dispute the payment or non-payment of the item.
- 4. Fees for Positive Pay Services.** All fees for Positive Pay services are as outlined in the Bank's fee schedule, and Bank shall, on a monthly basis, debit an authorized Customer account maintained at Bank for the payment of charges due unless Customer arranges another payment procedure acceptable to Bank or the charges are assessed through account analysis.

II. THE SERVICE - GENERALLY

A. IDENTIFICATION NUMBER & PASSWORD

To access the Service, you must use the username and other means of access we provide for your Business Online Banking access, together with your own unique password. Your username and password are confidential and may not be shared with

any other person. Release of this information will permit full access to your accounts, including but not limited to account numbers, account activity, check images on your accounts, any personal information retained by the Bank, and the ability to transfer or wire funds to or from your account(s).

B. BUSINESS DAYS

The Service is generally available twenty-four (24) hours a day, seven (7) days a week. However, we only process transactions on Business Days. Our Business Days are Monday through Friday, excluding Bank holidays.

C. LIMITS ON PAYMENTS OR TRANSFERS; ACCOUNT AGREEMENT; LIMITS ON SERVICE

You must have sufficient available funds or credit in any account from which you instruct us to make a payment or transfer. You also agree to the "Deposit Account Agreement and Disclosure" that you received upon opening your deposit account with the Bank. In addition, we reserve the right, at our discretion, to suspend or deny use of any of the Service and to impose transactional or other limits on the use thereof.

D. LINKED ACCOUNTS

To the extent that Bank, in its sole discretion, permits business accounts and consumer accounts to be linked to any or all the services provided under this Agreement, the Client (whether one or more) who is the owner of the linked consumer account(s) (the "Consumer Customer") and the Client (whether one or more) who is the owner of the linked business account(s) (the "Business Customer") understand and agree that:

1. That except as otherwise specifically provided in this Agreement or any other written agreement between Bank and Consumer Customer, and except as the context or applicable law otherwise requires, the Consumer Customer will be considered a "Customer" under, and subject to, the terms and conditions provided in this Agreement.
2. Bank is authorized to link such consumer account(s) and business account(s) and to permit such Consumer Account(s) to be accessed through Service and to be permitted to use such of the services offered as Bank may permit in its sole discretion.
3. Such linkage does not affect the provisions of any other agreements between Business Customer and Bank, or between Consumer Customer and Bank, that may restrict the use of loan proceeds, prohibit comingling of business and personal funds, or otherwise restrict banking activity, and any such other agreements shall continue to bind both parties.
4. Each Administrator and Authorized User of Business Customer who has the ability to log into, access and perform any transactions through the Service is entitled to such access and actions regarding such linked Consumer Accounts, whether or not such Authorized User is or is not named in any account documentation as an authorized signer or is or not otherwise authorized to access the Consumer Account.
5. ANY AND ALL TRANSACTIONS TO OR FROM THE CONSUMER CUSTOMER'S LINKED CONSUMER ACCOUNT INITIATED THROUGH THE SERVICE BY AN AUTHORIZED USER OF THE BUSINESS CUSTOMER WHO ACCESSED THE SERVICE (WHETHER OR NOT INITIATED WITH THE CONSUMER CUSTOMER'S KNOWLEDGE OR APPROVAL) ARE DEEMED TO BE "AUTHORIZED TRANSACTIONS" UNDER REGULATION E.
6. The ability of Business Customer and each Authorized User of Business Customer to access the linked consumer account(s) will include, without limitation, the ability to: (i) electronically control such account(s); and (ii) to view account balances and activities, initiate transactions and withdrawals, transfer money, and perform other types of electronic transactions to and from the linked accounts.

E. BANK RESPONSIBILITIES

1. **Access.** The Service may be accessed via the Bank's website.
2. **Administrator.** Client will provide the Bank with the name of the authorized individual that has been selected to be the Administrator (the "Administrator"). Bank will provide the Company Administrator with an individual username and temporary password.
3. **Establishing the Administrator.** Your Administrator can establish separate passwords for you and each individual who is authorized to access and use the Service (each, an "Authorized User"), as well as limits on each Authorized User's authority to access information and conduct transactions. You assume sole responsibility for the actions of your Administrator, the authority he or she gives others to act on your behalf, and the actions of Authorized Users. You authorize Bank to reset forgotten passwords for your Administrator and Authorized Users upon the request of your Administrator.
4. **Updating and Availability.** The Service will generally be available 24 hours per day, seven days a week with the exception of routine maintenance. Account information is updated on a daily basis on Business Days.

F. CLIENT RESPONSIBILITIES

1. **Equipment Hardware & Software.** Client shall acquire and maintain, at Client's own expense, all computer equipment and software necessary to access the Internet and permit proper use of the Service. Access to the Service and certain of the

services offered therein requires that you receive and transmit information via connection to the Internet or remote computers or Mobile Devices over telephone lines or wireless telecommunications systems. You acknowledge that data including e-mail, electronic communications and confidential financial data, may be accessed by unauthorized third parties when communicating to Bank using the Internet or other network or dial-up communications facilities, telephone or any other electronic or wireless means. By using the Internet or other electronic or wireless telecommunications system in connection with the Service or to otherwise communicate with Bank, you assume the risk that viruses, Trojan horses, worms, or other harmful components may be transmitted to you. Bank recommends that Client install and utilize on its system and Mobile Devices appropriate anti-virus or similar software or use other appropriate protections. CLIENT IS SOLELY RESPONSIBLE FOR INSTALLING APPROPRIATE SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANTI-VIRUS AND ANTI-SPYWARE SOFTWARE, AS WELL AS FIREWALL(S) ON CLIENT'S COMPUTER OR OTHER HARDWARE TO PREVENT KEY LOGGING OR OTHER INTRUSIONS THAT MAY ALLOW A THIRD PARTY TO UNLAWFULLY VIEW ACTIVITY ON ANY COMPUTER OR MOBILE DEVICE USED TO ACCESS THE SERVICE. BANK DOES NOT WARRANT THAT THE SERVICE, ANY REPORT GENERATED IN CONNECTION WITH THE SERVICE, OR THE SERVERS OR OTHER PROPERTY THAT ARE USED TO PROVIDE THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CLIENT IS SOLELY RESPONSIBLE FOR ACCURATE CREATION, MODIFICATION, AND DELETION OF THE ACCOUNT INFORMATION MAINTAINED ON THE SYSTEM.

With respect to accessing the Service by the Internet, Client agrees to use software produced by third parties, including, but not limited to "browser" software that supports a data security protocol compatible with the protocol used by Bank. Until notified otherwise by Bank, Client agrees to use software that supports the secure socket layer (SSL) protocol or other protocols accepted by Bank and follow Bank's log-on procedures that support such protocols. Client acknowledges that Bank is not responsible for: (i) notifying Client of any upgrades, fixes or enhancements to any such software; or (ii) any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet and wireless telecommunications networks. With the exception of applications commonly known as web browser software, Bank authorized Mobile Applications, or other applications formally approved by Bank in writing, Client agrees not to: (i) use any software, program, application or any other device to access or log on to the Service or other computer systems, web site or proprietary software; or (ii) automate the process of obtaining, downloading, transferring or transmitting any information to or from Bank's computer systems, web site or proprietary software. In the event of any system failure, Bank reserves the right to require additional documentation, including written authorization via facsimile from the System Administrator before accepting any order reinstating Client's access to the Service. Any transaction initiated or authorized using a valid combination of a login ID and password will be considered authentic, valid and binding by Client and Bank.

2. **User.** Client agrees to use the Service solely to conduct its own business in compliance with applicable laws. In addition, Client agrees to limit Service access to its employees or agents who require such access as part of their responsibilities. Client shall require all persons who use the Service to do so in compliance with this Agreement. It is Client's responsibility to ensure such persons are familiar with this Agreement and properly trained in the use of the Service, including without limitation the obligations to maintain the confidentiality of the Agreement and of access to the Service (including without limitation, the security of user names, passwords and security tokens). Notwithstanding that Bank may permit limited use of some of the Services for personal, household, or family purposes, the Services will be used primarily for business or commercial purposes and will not be used for any unlawful purpose;
3. **Security.** Client agrees to maintain close control over all Bank property it acquires or receives from the Bank in connection with the Service purchased from the Bank. This control shall include, but not be limited to, any and all Passwords given to the Client by the Bank to facilitate Client's access to the Service. Passwords may be changed by the Client at any time in accordance with Client's own security procedures. Bank also reserves the right to change the password for any reason it deems appropriate in its sole discretion or to deny access to the Service for security or risk reasons, without prior notice, as determined in Bank's sole discretion. Client agree to notify, and cause the Administrator and each Authorized User to notify Bank immediately of any actual or suspected breach of the confidentiality of any login credentials (including without limitation user name, password, or tokens) or of any security procedure. Except as otherwise provided in this Agreement or by applicable law, you will be solely liable for all fund transfer instructions and other communications and transactions that were initiated utilizing your security procedures before we received and had a reasonable opportunity to act on such notice. You acknowledge that the purpose of security procedures is to verify the authenticity of the transaction, not to detect errors in the transmission or content of the transaction.
4. **Improper Use.** The Client shall use the Service only for its intended purposes as described herein, and the Client shall only access those portions of the Service that have been designed to interact with the Client. Such access shall only be through the required sign-in procedures and user menus developed for the Client interaction on the Service. The Client shall not access, permit access, or attempt access of the program code, database, buffers, cache, or processing of the Service, and shall not alter, replace, or substitute (or permit or attempt alteration or substitution of) any portion of the Service, including without limitation the code, data, database, buffers, cache or processing of the Service. Client shall not defeat, permit violation of, or attempt violation of the security features of the Service, and shall not use, permit, or attempt to use any password or method of access other than the password(s) validly assigned to the Client. The Client shall be responsible for the actions of any person to whom the Client provides access and for whom the Client makes a password available. Client shall defend, hold harmless, and indemnify the Bank from and against any damages caused by the improper use of the Service. In the event of improper use of the Service, the Bank may immediately suspend or revoke Client's right to use the Service, and may immediately invalidate all the Client's passwords and access to the Service.

5. **Third Parties; Proprietary Rights.** Bank may contract with third party service providers or other parties ("Service Providers") with respect to one or more of the services offered as part of the Service. To the extent applicable to or made known to Client, Client shall comply with the requirements of the contracts between the Bank and any of its service providers relative to the Service or any part thereof. Client agrees that the Bank and the Bank's service providers own all rights in and to the services offered as part of the Service. Client shall use the Service only as expressly authorized by this Agreement and Client shall not copy, reproduce, distribute, or create derivative works, reverse-engineer or reverse-compile any of the services or technologies of Bank's or any Bank's service providers.
6. **Deposit Agreement and Disclosure.** Client acknowledges receipt of Bank's Deposit Account Agreement and Disclosures.
7. **Confidentiality.** Client acknowledges that the Service is the exclusive property of the Bank and its contracted service providers and has a substantial commercial value. As such, Client hereby agrees to take all reasonable precautions necessary to protect and preserve the confidentiality of Service information.

G. FEES

Unless otherwise agreed to by the Bank, Client shall pay to the Bank, on a monthly basis, any and all fees applicable to the purchase of the Service and related services from the Bank. There is not currently a monthly cost for the online access to the Service, although standard charges apply for services such as wires, stop payments, and ACH originated transactions. Bank reserves the right to revise the fees and charges applicable to the services at any time. Client shall be given at least thirty (30) days written notice prior to imposition of any new or increased fees or charges associated with the Service.

H. LIMITATIONS ON BANK LIABILITY; INDEMNIFICATION

1. If the Bank does not complete a payment or transfer on time or in the correct amount in accordance with this Agreement with you, the Bank shall be liable for your losses only to the extent of the amount of the payment or transfer that should have occurred, if the Bank is unable to resolve the problem. Bank shall not be liable for failure to complete transfer.
2. If, through no fault of ours, you do not have enough available money in the account from which a payment or transfer is to be made, or if the account has been closed or is not in good standing, or if we reserve a payment or transfer because of insufficient funds, then we may not complete the transfer. We may also deny the transfer if any of the following apply:
 - If any payment or transfer would exceed the credit limit or available collected funds balance of any account, internal or external.
 - If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
 - If you have not given us complete, correct, or current account numbers or other identifying information so that we can properly credit your account, another party's account, or otherwise complete the transaction.
 - If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.
 - If you do not notify us within a reasonable period of time for your payment or transfer to be received, sent, debited or credited, as the case may be, by the time it is due.
 - If the funds in the account from which a payment or transfer is to be made is subject to a legal process or any hold or block or other claim restricting the transaction or account.
 - If circumstances including but not limited to computer, telephone line, or electrical failure, of nature, civil disturbances, suspension of banking hours or other such circumstances, or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.
3. Bank shall not be liable for any damage, loss, or liability arising from the use of the Service or the information and data that is or is not reported on the Service, except to the extent that the damage, loss, or liability arises from Bank's own gross negligence. Information and data available on the Service are provided for general reference purposes only.
4. Regardless of fault, Bank's liability to the Client for any damage, loss, or liability, regardless of form, shall not exceed Bank's fees and charges to the Client in connection with the Service for a period of one (1) month prior to the date the damage was incurred. Under no circumstance shall the Bank be liable for any incidental, special, consequential, or exemplary damages or for any damages caused, in whole or in part, by the action or inaction of the Client or any agent or employee of the Client. Bank shall not be liable for any damage, loss, liability, or delay caused by accidents, strikes, fire, flood, war, riot, equipment breakdown, electrical, mechanical or communication line failure, acts of God or any cause, which is beyond Bank's reasonable control. The Client further agrees that the fees charged by the Bank for providing these services shall be deemed to have been established in contemplation of these limitations on Bank's liability.
5. Bank and Customer agree that the Positive Pay Services described in this Agreement assist Bank and Customer in reducing the risk of loss from counterfeit, fraudulent or forged checks, as well as unauthorized ACH transactions. Customer further acknowledges that Bank is unwilling to permit Customer to use any of the Services other than the Positive Pay Services without also using the related Positive Pay Services, unless Customer agrees to indemnify, defend and hold Bank harmless against losses Bank may suffer or incur as a result of counterfeit, fraudulent or forged checks, or any unauthorized ACH transactions on the accounts that are subject to this Agreement. Accordingly, if Customer operates any such accounts

without using the Positive Pay Services, Customer will be deemed to have agreed that, to the greatest extent permitted by law that: (a) Bank will not be liable to Customer for any and all losses paid, suffered or incurred by Customer which arise directly or indirectly out of or in connection with the (i) acceptance for deposit, payment, negotiation or other processing of any check drawn or purporting to be drawn on an account of Customer if such check is counterfeit or fraudulent or contains a forged signature or the amount of such check is altered or the payee has been altered, or (ii) failure of Customer to provide a funding decision or to add or maintain company records for suspect ACH entries, or Bank's payment or non-payment of any suspect ACH entry, which could have been prevented with the use of the Positive Pay Services; and (b) in addition to the other indemnity provisions set forth in this Agreement, Customer will indemnify, defend and hold Bank harmless from and against any and all losses, liabilities, or expenses (including attorneys' fees and expenses) paid, suffered or incurred by Bank which arise directly or indirectly out of or in connection with the (i) acceptance for deposit, payment, negotiation or other processing of any check drawn or purporting to be drawn on an account of Customer if such check is counterfeit or fraudulent or contains a forged signature or the amount of such check is altered or the payee has been altered, or (ii) failure of Customer to provide a funding decision or to add or maintain company records for suspect ACH entries, or Bank's payment or non-payment of any suspect ACH entry, which could have been prevented with the use of the Positive Pay Services.

6. To the fullest extent permitted by applicable law, Customer releases and agrees to hold harmless, defend, and indemnify Bank, its directors, officers, employees, agents, affiliates, controlling persons, agents and representatives and their successors and assigns from and against any and all liabilities, demands, claims, actions or causes of action, assessments, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) and all fines, penalties and interest thereon as a result or arising out of, directly or indirectly: (i) Bank's actions or omissions in connection with providing the Services, if such actions or omissions are in accordance with Customer's instructions or the terms of this Agreement; (ii) any breach of Customer's representations or warranties, or other actions or omissions of Customer, including, without limitation, Customer's violation of applicable law; (iii) any actions of third parties (including, without limitation, other financial institutions, automated clearing houses, the Federal Reserve Bank or any third party with which Bank may contract in connection with the Services to be provided); (iv) any transmission or instruction, whether or not authorized, acted upon by Bank in good faith; or (v) any act or omission by Customer (or any of Customer's directors, officers, agents, representatives, employees, affiliates controlling persons, and their respective successors and assigns) in connection with, or any intentional or unintentional failure by Customer (or any of Customer's directors, officers, employees, affiliates, controlling persons, agents and representatives and their respective successors and assigns) to comply with, utilize or follow, information security procedures and protections, including, without limitation, any act, omission or failure related to access number(s), password(s), log-in ID(s), security tokens, personal identification number(s), passcode(s) and account number(s) assigned to Customer. Customer agrees that when applicable law requires Bank to exercise ordinary care, substantial compliance with the procedures established by Bank shall be deemed to constitute the exercise of ordinary care, and Customer agrees that occasional, unintentional deviations by Bank from the procedures set forth herein shall not be deemed a failure to exercise ordinary care as to the transactions with respect to which any such deviations occur.

I. TERMINATION

Either party may terminate this Agreement as to some or all the Service, with or without cause, by giving ten (10) days prior written notice to the other party. We may suspend or terminate any or all of the Service or this Agreement immediately and without prior notice if: (a) required by law; (b) you breach any agreement with us; (c) the confidentiality of any access device or password is compromised or we have reason to believe that there has been any other breach in the security of any of the Services; (d) we have reason to believe that an unauthorized or fraudulent transaction has taken or may take place involving any of your accounts or any of the Service, including but not limited to fraud, misuse, kiting, or ACH transaction returns; (e) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; (f) we are uncertain as to any person's authority to give us instructions regarding your accounts or any of the Service; (g) if we identify possible fraudulent or inappropriate activity or use of any Service by you or any other person; or (h) Bank believes, in its sole and absolute discretion, that continued provision of any of the Service will cause or could cause a material risk to Bank, including, without limitation, regulatory compliance risk, financial loss, operational risk, fraudulent activity, reputational risk, or system disruption or failures. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination (e.g., the indemnification and record retention requirements). You remain liable for any fees or items paid thereafter. The provisions of the sections entitled "Limitations on Bank Liability," "Indemnification", and "Miscellaneous", a party's indemnification obligations hereunder, and the other respective obligations of the Bank and the Client, which by their nature would continue beyond the termination of this Agreement, shall survive termination of this Agreement.

J. GENERAL PROVISIONS

1. **Amendment.** Bank may amend any of the terms or conditions of this Agreement by giving written notice to you. Your continued use any of the Services or your accounts after such notice is given constitutes your agreement to the amendments. Your rejection of any amendments to this Agreement is cause for Bank to suspend or terminate the depository relationship with or the Services provided to you.
2. **Conflicts.** In the event of a conflict between the terms and conditions of this Agreement and any amendment or addenda hereto, and any other Bank service agreements(s), the amendment, addenda, or other service agreements(s) shall control.

3. **Enforcement.** In the event that the Bank must enforce the provisions of this Agreement, the Bank may recover the costs of enforcement, including reasonable attorney fees. Bank must maintain the private nature of the financial information contained on the Service for the protection of its clients. In the event of any breach of security or unauthorized access to any part of the Service by the Client or its employees or anyone to whom the Client made its password available, the Bank may obtain an injunction from a Court of competent jurisdiction, restraining further misuse of the Service.
4. **Notices.** Except as otherwise provided for in this Agreement, all notices required or permitted under this Agreement shall be in writing. Notices to you may be mailed or delivered to your statement, email, or mailing address as reflected on Bank's system of record, or included on your statement as a statement message, and shall be deemed received on the earlier of receipt or three days after mailing. Notices to Bank must be mailed or delivered to Bank at 1095 Canyon Blvd., Suite 100, Boulder, Colorado 80302, and shall be deemed effective no earlier than the end of the business day following the business day after it is received. You further agree that except as may be otherwise required by applicable law: (i) any and all disclosures, notices, or other communications regarding this Agreement may be made by Bank electronically or by posting on Bank's website; and (ii) any electronic disclosure, notice, or other communication Bank makes by posting to Bank's website will be considered received by you when posted by Bank.
5. **Entire Agreement.** This Agreement, together with any attached amendments or addendums or any written agreements related to any of the services included in the Service, constitutes the entire agreement between the Parties with respect to the provisions of the Service.
6. **Governing Law.** This Agreement shall be governed under the laws of the State of Colorado, without regard to conflict of law principles.
7. **No Waiver.** The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.