

## Online Banking Agreement

### 1. General

This Online Banking Agreement, which may be amended from time to time by us (this "Agreement"), for accessing your Colorado Federal Savings Bank account(s) via the Internet explains the terms and conditions governing the use of Colorado Federal Savings Bank' Internet banking product, "Online Banking", and other banking services offered through Colorado Federal Savings Bank (collectively, "Online Banking Services") and contains the disclosures required by the Electronic Fund Transfers Act. By using Online Banking you agree to abide by the terms and conditions of this Agreement in addition to any other deposit or similar agreements to which you are bound. This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent there is no applicable federal law or regulation, by the laws of the State of Colorado. The terms "our," "we," and "us," refer to Colorado Federal Savings Bank. "You" refers to each signer on an account. The term "business day" means Monday through Friday, excluding banking holidays.

Online Banking can be used to access products and accounts made available by Colorado Federal Savings Bank. Each of your accounts is also governed by the applicable Account Disclosure and Agreement.

Each time you use Online Banking or you permit any other person to use Online Banking, you are agreeing to the terms and conditions that we have set out in this Agreement and in any other agreement applicable to your account. Also, each time you use Online Banking or you permit any other person to use Online Banking, you are acknowledging receipt and understanding of all disclosures included in or with this Agreement.

Online Banking services provided by Colorado Federal Savings Bank includes:

- o Access account balances and transaction history
- o Transfer funds between accounts
- o Change personal account information
- o View E-Statements

### 2. Protecting your Account

You agree to notify us at once if you believe another person has improperly obtained your Online Banking password. Also notify us if someone has transferred or you think someone may transfer money from or to any of your account(s) without your permission, or if you suspect any fraudulent activity on your account. You may notify us by writing, calling or emailing us at:

**Colorado Federal Savings Bank  
Central Operations Department  
8400 E. Prentice Avenue, Suite 840  
Greenwood Village, Colorado 80111  
877-484-2372  
depositsupport@coloradofederalbank.com**

Telephoning us between the hours of 7:00 a.m. to 6:00 p.m. Mountain Time on any business day is the best way of keeping your losses down. You should then follow up by notifying us in writing. You could lose all the money in your account.

**A. Your Liability (Consumer Accounts Only):** If your Online Banking password has been compromised and you tell us within two (2) business days after learning of the loss or theft, you can lose no more than \$50 if someone used your Online Banking password without your permission to access a Colorado Federal Savings Bank account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500 of the disputed amount.

If your monthly statement shows withdrawals, deposits, or transfers that you did not make or authorize, you must notify us at once. If you do not notify us within sixty (60) days after the account transaction detail information was transmitted or delivered to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If there are extenuating circumstances that kept you from telling us, the time periods in this section may be extended.

**B. Preventing Misuse:** You understand and agree that it is extremely important that you take an active role in the prevention of any wrongful use of your account. If you find that your records do not agree with ours, you agree to immediately call Colorado Federal Savings Bank at 877-484-2372 between the hours of 9:00 a.m. to 5:00 p.m. Mountain Time on any business day.

The following guidelines should assist you in ensuring that your accounts and account information remain secure:

- o Do not send your Access ID or Password or privileged account information over any e-mail system.
- o Do not leave your Computer unattended while you are connected to Online Banking.

- Do not enter your Access ID or Password into Online Banking when there are others nearby who could observe you doing so.
- We recommend that you log out of Online Banking and close your browser completely after each session and/or clear cache and history.
- We recommend that any computer you use to access Online Banking have spyware protection, virus protection and a personal firewall. Moreover, keeping your machine updated with the latest security patches is also good practice.

C. **Protect Your Online Banking Password:** The password that is used to gain access to Online Banking should be kept confidential at all times. It is recommended that you memorize this password and do not write it down. You agree to keep your password, account numbers and other account data confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money to or from your account without your permission, you agree to notify Colorado Federal Savings Bank at once.

### 3. Accessing Your Colorado Federal Savings Bank Accounts

A. **Enrollment:** You must enroll in Online Banking thereby accepting the terms of this Agreement, and have an authorized username and password. In addition, you must have the required secure Internet browser software as defined by Colorado Federal Savings Bank.

B. **Eligible Accounts:** Each Colorado Federal Savings Bank product you have with us is called an "Eligible Account". Eligible Accounts include savings accounts and certificate of deposit accounts you maintain with Colorado Federal Savings Bank, and at times referred within this and other agreements as "accounts" or "deposit accounts". Each of your Eligible Accounts will continue to be subject to the agreement that already applies to it. In the event there is any conflict between this Agreement and agreement(s) for your Eligible Accounts, or if any agreement for your Eligible Accounts contains a provision that is not in this Agreement, your agreement for your Eligible Account will take precedence over this Agreement but only to the extent it applies to that particular Eligible Account. Joint account owners have the right to any information or to make any request associated with their account. Please refer to the agreement(s) governing your Eligible Accounts for more information.

C. **Linked Eligible Accounts:** All Eligible Accounts will be linked together and will appear together only if your tax identification number is associated with the account and the account ownership meets Colorado Federal Savings Bank authorized access requirements. This means, for example, that when you access the Online Banking Service, you will be able to view and access at a single time any consumer accounts that meet the criteria as stated above.

D. **Non-Eligible Accounts:** Not all accounts are eligible Colorado Federal Savings Bank accounts. As an example, accounts with two signatures required and other such restrictions are not eligible Colorado Federal Savings Bank accounts.

E. **New Services:** Colorado Federal Savings Bank may, from time to time, offer and introduce new Online Banking services. Colorado Federal Savings Bank will notify you of the existence of these new products and services. By using these services when they become available, you agree to be bound by the rules, which will be communicated to you, concerning these services.

F. **Fees:** There may be monthly or transaction fees for accessing your account(s) through the Internet. Online Banking fees are included in our Fee Schedule which is available on our web site.

Please note that your account may be charged for other fees according to the initial disclosures provided at account opening or under other disclosures and schedules provided to you from time to time.

### 4. Terms and Conditions

Prior to submitting your application for a new account using our Online Banking system you will be required to "Agree" to all of the terms and conditions of this Agreement and acknowledges your receipt and understanding of all disclosures included in or with this Agreement. In addition to this Agreement, you must also confirm and agree to the terms of the Online Statement and Alert Delivery Agreement and E-Sign Disclosure and Consent.

A. **Your Online Banking Password:** You must select a password the first time you request access to your Colorado Federal Savings Bank account(s). Do not use as your password words or numbers that are easily associated with you, such as your name, social security number, address or birth date. You are authorizing Colorado Federal Savings Bank to act on instructions received under your password. You are responsible for keeping your password, account number(s) and other account data confidential at all times.

B. **Our Liability:** Except as specifically provided for in this Agreement or where the law requires a different standard, you agree that neither Colorado Federal Savings Bank nor the Internet service provider shall be responsible for any loss, property damage or bodily injury, whether caused by Colorado Federal Savings Bank, equipment, software, or Internet service providers or any agent or subcontractor of any of the foregoing. Nor shall Colorado Federal Savings Bank or the Internet service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way from the installation, use or maintenance of the equipment, software or Internet browser or access software.

C. Changes to Fees or Other Terms: We reserve the right to change the fees or other terms described in this Agreement or to add new fees and terms. However, when changes are made to any fees, we will notify you online, or will send a notice to you at the email address shown on our records. All notices will be sent at least twenty one (21) days in advance of the effective date of the change, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with written or electronic notice within thirty (30) days after the change. By continuing to use the accounts or services to which these changes relate, you are accepting the changes. Changes to fees applicable to specific accounts are governed by the applicable Account Disclosure and Agreement and Fee Schedule.

D. Disclosure of Account Information: You authorize Colorado Federal Savings Bank to disclose to selected third parties information about your account or the transactions you make:

- o When it is necessary for completing transactions; or
- o In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- o In order to comply with government agency or court orders, or to give information to any government entity having legal authority to request such information; or
- o If you give us permission; or
- o As set forth in Colorado Federal Savings Bank's Privacy Policy provided to you at account opening and which may be modified from time to time. You can also access this policy by clicking the "Privacy Policy" link on our Web site.

E. Other General Terms: In addition to this Agreement, you agree to be bound by and will comply with the requirements of the applicable Account Disclosure and Agreement, initial disclosures, other disclosures and schedules (as the same may be modified from time to time), the terms or instructions appearing on a screen when using the Online Banking Service, Colorado Federal Savings Bank's procedures and policies applicable to each Eligible Account and each Online Banking Service, the rules and regulations of any funds transfer system to which Colorado Federal Savings Bank belongs, and all applicable Federal and State laws and regulations.

Colorado Federal Savings Bank reserves the right to terminate this Agreement and your access to Online Banking in whole or in part, at any time without prior notice.

If you do not access your accounts via the Internet for any six (6) month period, Colorado Federal Savings Bank reserves the right to disconnect your service without notice.

You agree to be responsible for any internet charges incurred by you in accessing your accounts through Online Banking.

## 5. **Other Information**

Balance Inquiries and Transfers: You may access your Colorado Federal Savings Bank account(s) through Online Banking by going to [www.coloradofederalbank.com](http://www.coloradofederalbank.com). You may:

- o Make Automated Clearing House (ACH) transfers to or from one or more external account that you establish, subject to restrictions;
- o Send funds to your CFSB savings account from an external bank;
- o Get information about:
  - § the balance of savings accounts and certificates of deposit accounts
  - § account history;

In order to initiate one of these transactions, you must first use your login name and password to obtain access to the Online Banking Services. The balance shown on your PC may include deposits still subject to verification by us. The balance shown also may differ from your records because it may not include deposits in progress, or other withdrawals or charges. A funds transfer request will not result in immediate funds availability because of the time required to process the files. The deadline for funds transfer requests is 4:00 p.m. Mountain time for origination on the same day. Any funds transfer requests received after 4:00 p.m. Mountain time will not be processed until the following business day. If there are insufficient available funds in an account from which you are requesting a funds transfer, the transfer will not be initiated. For monetary transfers between accounts at Colorado Federal Savings Bank, the accounts must have the same password and have at least one tax identification number in common.

There are frequency limits that may apply when transferring funds from a savings account. You may make a maximum of six (6) preauthorized or automatic transfers per monthly statement cycle on a savings account.

Statements: All of your payments and funds transfers made through Online Banking will appear on your account statement(s). You will receive a monthly account statement, unless there are no transfers in a particular month. In any case, you will receive a statement at least quarterly.

Closing your Account: When you close your Online Banking account, the account balance will be transferred by ACH to the account that was originally accessed to fund your account with us. Please call customer service when closing your account.

Equipment: We are not responsible for any loss, damage or injury resulting from an interruption in your electrical power or telephone service; the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality; or any defect or malfunction of your PC, modem, or telephone line. We are not responsible for any services relating to your PC other than those specified in this Agreement. If any equipment failure occurs in any way relating to your PC, modem, or telephone line, Colorado Federal Savings Bank is not responsible.

Preauthorized Transfers:

Right to Stop Preauthorized Payments and Procedure: If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call, write or email us at the telephone number, address or email address listed in this disclosure, in time for us to receive your request three (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 fourteen (14) days after you call. We will charge you \$20.00 for each stop payment order you give.

Notice of Varying Amounts: If these regular payments may vary in amount, the person you are going to pay will tell you, ten (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: If you request a stop payment for one of these payments three (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 up to the amount of the payment at issue.

Failure to Make Transfers: 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 up to the amount of the transfer.

However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the system was not working properly and you knew about the breakdown when you started the transfer.
- If you have told us that your password was lost or stolen.
- If, in the case of a preauthorized credit or debit to your account, a third party does not send your money to us on time or does not send us the correct amount, or we not have the required authorization to perform the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

Error Resolution Notice: In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this Agreement as soon as possible, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- 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.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we will 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 will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have 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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the 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. If no error was found, any provisional credit will be debited and that debits to the account will be honored for five business days after the notification.

Business Days/Hours of Operation: Our business hours are 7:00 a.m. to 6:00 p.m. Mountain Time on any business day (Monday through Friday, excluding banking holidays). Online Banking is available 24 hours a day, seven days a week, except during maintenance periods for modifications or upgrades.