



## **Online Access Agreement and Disclosure**

By using our electronic services such as online banking, online bill payment and our telephone voice response access, you agree to be bound by the following terms and conditions. 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 of our instructions and procedures applicable to the services covered by this agreement.

### **Explanation of Certain Terms**

“We”, “us” and “our” means The Bank of Burlington.

“You” and “your” mean an individual person or business entity that we permit to use the Internet banking services subject to the terms of this agreement.

“Company representative” means, if you are a business entity, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our online banking service.

“Internet-enable” your account(s) means to enable you to obtain our service that allows you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

“Online banking” means the services provided under this agreement which allow you to access information about your Internet-enabled accounts, transfer funds between qualifying accounts, and perform other transactions and obtain other services that we authorize or allow, but does not include our bill pay service.

“Online” means through the Internet by use of a personal computer or other screen-based electronic device.

“Account” means a deposit, loan, or other account for which transactions may be performed using our Online Banking service.

“Consumer account” means an account established primarily for personal, family, or household use.

“Business account” means an account that is not a consumer account.

“Access codes” include the customer identification number, log-in, password and any other means of access to our Online Banking service we establish or provide for you.

### **Security**

You agree to be fully and solely responsible for maintaining proper anti-virus and security program or firewall software on your PC or internet access device to prevent your PC or mobile banking access device from being controlled by another person or having another person obtain access code/pin and other confidential account information through a key logging program. You agree to maintain physical security over any web enabled device (e.g. cell phone) to prevent any unauthorized access. Accordingly, The Bank of Burlington disclaims any and all liability resulting from or related to access device compromises and in no event shall the bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure,

customer's ability to connect to the internet or compromises that are a result of failure of member to maintain adequate anti-virus, firewall protection, software and physical PC or access device security. In the event you identify that your PC or mobile banking access device has been compromised by another person, you agree to notify us immediately to prevent any further loss to your account or the bank.

### **Severability**

You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at our discretion. You further agree, should illegal use occur, to waive the right to sue The Bank of Burlington for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold The Bank of Burlington harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

### **Access Codes**

To use our Online Banking service, you must use the access codes we establish or provide for you. Keep them confidential to prevent unauthorized use or loss to your accounts. As part of this agreement, you will not make your access code available to anyone not authorized to transact on your account. If you authorize anyone to use your access code, that authority shall continue until you specifically revoke such authority by changing the access code, notifying us in writing or deleting the online banking access code. If you fail to maintain the security of any access code and we suffer a loss, we may terminate all of the services under this agreement as well as any other bank account or loan services you have. None of our employees or employees of our affiliates will contact you via phone or e-mail requesting your access codes. If you are contacted by anyone requesting this information, please contact us immediately at our phone number shown in the section below entitled "Notify us IMMEDIATELY for Unauthorized Transactions."

### **Access Options**

A secure web browser such as Netscape Navigator 4.0 or Internet Explorer 4.0 or higher is recommended. Although older browser versions may support secure server environments we strongly recommend you use the latest versions to take advantage of the latest security features. We do require the browser (regardless of the version) to have at least a 128 bit cipher strength installed.

### **Protecting Your Personal Information**

In addition to protecting your access codes, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online Banking service.

### **Individual Agreement for Online Banking Service**

We do not have joint agreements for our Online Banking service. If you are an individual or sole proprietor, you are the only customer under this agreement. However, any of the accounts to which you have access through our Online Banking service may be jointly owned with, or joint obligations with, others.

### **Qualifying Accounts**

We will tell you which types of accounts qualify for our Online Banking service. You must be a named owner/obligor on the account in our records for it to qualify. Any account requiring more than one signature for withdrawal, draw, or transfer of funds does not qualify. You agree to provide us with any authority we require before we permit access to any qualifying account.

### **Types of Online Banking Services**

You, or someone you have authorized by giving them your access code (even if that person exceeds your authority), can instruct us to perform the following transactions:

- Transfer funds between qualifying accounts;
- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we allow.
- Download certain information about your account using software designed for that purpose.
- Be able to set up recurring transfers within your accounts, order checks, submit address changes, and receive images of your paid check items.

### **Preauthorized Recurring Fund Transfers**

To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

### **Communications Link and Your Equipment**

It is your responsibility to obtain and maintain your online communications link to our Online Banking service to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary for obtaining our Online Banking service.

### **Limitations**

You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars.

- 1.) For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Banking service. We also reserve the right to limit or suspend access to our Online Banking service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.
- 2.) Based on account type, you may incur additional fees if you make more than three preauthorized, automatic, telephone (including data transmission), or withdrawals or a combination of such transactions to another account of yours or to a third party during any calendar month from a savings or money market savings account (refer to The Bank of Burlington "Service and Fee Schedule"). These limits do not pertain to a transfer from a checking account. A preauthorized transfer includes any arrangements with The Bank of Burlington to pay a third party from your savings account upon written or oral orders including ACH (Automated Clearing House) transactions. These limits do not apply on transfers to any loan account you have with us or transfers to another account at The Bank of Burlington when such transfer is initiated in person, by mail or at an ATM (Automated Teller Machine). You may also make unlimited withdrawals when a check is mailed directly to you. If a transfer request would exceed the transfer limitations in any statement period, your account will be subject to an excessive transfer fee and possible conversion to a checking account.
- 3.) There may be times that our electronic services are unavailable for use due to events beyond The Bank of Burlington's reasonable control referred to as "Force Majeure" events such as acts of God, power outages, or acts of war or terrorism. You agree that The Bank of Burlington will not be liable if electronic services are suspended due to any Force Majeure event.
- 4.) You may authorize the initiation of limited fund transfers through online banking. Fund transfers may be provided once validation requirements have been satisfied. The Bank of Burlington has the option in its sole discretion to modify validation and security requirements for transfers between other accounts at The Bank of Burlington or transfers initiated as an ACH item to or from other financial institutions. We may from time to time

- for security reasons, modify processing limits, submission or processing times, frequency, or dollar amount of transfers you can make. You agree not to initiate or effect any funds transfer from or to an account that are not allowed under the rules and regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of Office of Foreign Assets Control (OFAC) regulations.
- 5.) You agree that you will not initiate transactions that violate the laws of the United States.
  - 6.) You accept and agree to follow procedures established by the bank to prevent loss to your account or to the bank and to conform to applicable federal laws or regulations including the laws of the state of Colorado as they relate to your account and the electronic services provided.
  - 7.) You agree to accept usage or command limits and validation requirements established by the bank for any web enabled device.

#### **When Online Funds Transfers are Made**

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least 1 business day for us to process transfers. Each transfer will be posted to any account with us from which it is made, and to any other account with us that is involved in the transaction, on the business day on which the transfer is made. Each transfer you make on a non-business day, or after our Online Banking cut-off time on any business day, will be considered made on the following business day. Information you obtain about your accounts using our Online Banking service may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

#### **Our Liability for Failure to Complete Transfers from Consumer Accounts**

If we do not complete a transfer from a consumer 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 exceptions. We will NOT be liable, for instance:

- 1) If, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds.
- 2) If any transfer would go over the credit limit of any account.
- 3) 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.
- 4) If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.
- 5) If you do not properly follow our instructions, if you provide us with wrong or inaccurate information, or if you fail to correct or tell us about any inaccuracy of which you are aware.
- 6) If you do not instruct us soon enough for your transfer to be received and credited.
- 7) If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction.
- 8) If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.

#### **Address and Hours of Operation**

The Bank of Burlington  
410 14<sup>th</sup> Street  
Burlington, CO 80807  
(719) 346-5376

[Drive Up](#)

7:30 a.m. to 4 p.m. Monday-Friday

Lobby

8 a.m. to 4 p.m. Monday-Friday

### **Business Days**

Our Online Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Holidays observed by the Federal Reserve Board are not considered business days.

Balances shown on statements, receipts, and records may not reflect transactions and charges made but not yet posted. Most transactions made before our cut-off time will be processed on the business day they are presented.

ATM Transactions: 1 P.M. Monday – Friday

Teller Window Transactions: 3 P.M. Monday – Friday

Drive-Up Transactions: 3 P.M. Monday – Friday

### **Stopping or Changing Transfers**

If you want to stop or change transfers you have instructed us to make, you must notify us before we have started to process the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our Online Banking service no later than the day before the business day the transfer is scheduled to be made, and either delete the transaction or make the applicable change.

You may also call or write us at:

The Bank of Burlington

410 14<sup>th</sup> Street

P.O. Box 429

Burlington, CO 80807

(719) 346-5376

Another option is to use any electronic stop payment method which we provide for this purpose. If you call or write, you must do this in time for us to receive your request 3 business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call. If you order us to stop a preauthorized recurring transfer from a consumer account as described above, and we do not do so, we will be liable for your losses or damages.

### **Statements**

Your funds transfers will be indicated on the monthly statements we provide or make accessible to you for the accounts with us that are involved in the transaction. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

### **Online Banking Fees**

All fees related to electronic services are described on The Bank of Burlington Service and Fee Schedule which is available online. Notice of change in fees from our third party service provider may also be disclosed to you via online banking. You agree to pay us for any fees or costs related to the use of electronic services. You acknowledge that the bill pay service, mobile-online banking, and mobile-text banking are optional and are furnished by third-party service providers which may assess fees directly for these services. You will be responsible for the cost of any hardware such as a PC or cell phone, any phone line charges, text message charges, monthly

Bill Pay charges or telephone or Internet access charges you may incur in using any electronic services.

**Disclosure of Information to Others**

We will disclose information to third parties about your account or the transfers you make: (A) Where it is necessary for processing transfers or a transaction; (B) In order to verify the existence and condition of your account for a third party, such as a credit reporting agency or merchant; (C) In order to comply with a government agency or court order under applicable law; (D) If you give the bank electronic or written permission; (E) To protect your account or the bank from loss or liability. Additional information and other limitations and conditions are stated in our Privacy Policy which may be obtained on our home page at [www.thebankofburlington.com](http://www.thebankofburlington.com).

**Your Liability for Authorized Transactions**

You are liable for all transactions that you make or authorize, even if you have authorized a person to transact on your account. If you have given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your access codes or take additional steps to prevent further access by such person.

**Notify us IMMEDIATELY for Unauthorized Transactions**

Tell us AT ONCE if you believe your access codes have been lost, stolen or otherwise compromised or used without your authorization. Calling us is the best way of reducing your possible losses. Call or write to us at:

The Bank of Burlington  
410 14<sup>th</sup> Street  
P.O. Box 429  
Burlington, CO 80807  
(719) 346-5376

If we provide you with another electronic means of notifying us for this specific purpose, you may use that means. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose.

**Your Liability for Unauthorized Transactions from Consumer Accounts**

If you tell us within 2 business days after you learn of the loss or theft of your access codes involving a consumer account, you can lose no more than \$50.00 if someone used them without your authority.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your access codes, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00.

Also, if your statement for a consumer account shows transfers covered by this agreement that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was made available to you via mail or online, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

**In Case of Errors or Questions about Transactions Involving Consumer Accounts**

You may call or write:

The Bank of Burlington  
410 14<sup>th</sup> Street  
Burlington, CO 80807  
(719) 346-5376

If you think your statement is wrong or if you need more information about a transaction covered by this agreement which is listed on the statement, please contact us as soon as possible. We must hear from you no later than 60 days after we made available the FIRST statement on which the problem or error appeared. We will need you to:

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, explain as clearly as you can why you believe it is an error, and why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing so that we receive it 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 provisionally 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 are not required to provisionally 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 provisionally credit your account for the amount you think is in error. When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### **Change in Terms Notice**

Notwithstanding any notice required by law, we reserve the right to change any of the terms of this Online Access Agreement and Disclosure and/or terminate your right to use electronic services at any time for any reason. Prior notice may not be given if an immediate change is necessary to protect the security of your account or the electronic funds transfer systems. Use of this service is subject to existing regulations and any future changes in those regulations. We reserve the right to change our third party service provider(s) at our option at any time.

#### **Termination**

We may routinely terminate Online Banking service for customers that have not used the service within the first 30 days after activation, if the service has been inactive for a year, if there has been a death of one of the owners on the account, or other circumstances. You may terminate this agreement at any time by notifying us in writing. However, any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. You are not permitted to alter or amend this agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

#### **Availability of Funds**

You agree not to exceed available funds in your accounts or credit limits previously established. You agree that available funds will be on deposit in your account at the time that you initiate any payment or funds transfer and will remain on deposit until any payment or funds transfer is finally paid.

#### **Acknowledgement of Existing Account Terms**

You understand and agree that all terms and conditions associated with your savings, checking, or other bank accounts that are affected or accessed by electronic services still apply. You may reference the "Deposit Account Disclosure Booklet" for additional information.

**Statutory Lien**

If you are in default on a financial obligation to us, federal law gives us the right to apply the balance of funds and dividends in your account(s) at the time of default to satisfy that obligation. You authorize us to use all funds in your account(s) to repay any indebtedness or overdraft including funds on deposit received from government sources such as the Social Security Administration. Once you are in default, we may exercise this right without further notice to you.

**Waivers**

No delay or omission by us in exercising any rights or remedies under this agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable against us.

**Notices and Communications**

Except as otherwise provided in this agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them. You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

**Recording**

You agree that we may tape record any telephone conversations you have with us regarding the services covered by this agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

**Attorney Fees**

If we become involved in legal action to defend or enforce this agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

**Law That Applies**

Regardless of where you live or work or where you access our Online Banking service, this agreement is subject to the federal law of the United States of America and the internal law of the State of Colorado. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

\*\*\*\*\*

**THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS:**

**Company Representative If You Are a Business Entity**

If you are a corporation, partnership, limited liability company, association, or some other form of business entity, we will issue one set of access codes to a company representative. It is your responsibility to ensure that access codes are provided only to persons you authorize. You represent to us that each company representative and anyone else using your access codes has general authority from your company to give us instructions to perform transactions using our Online Banking service.

Each person using your access codes will have the ability to:

- Make transfers from qualifying accounts regardless of the dollar amount of the transaction.



Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.  
Obtain information that we make available about qualifying accounts.  
Obtain other services or perform other transactions that we authorize or allow.  
Allow anyone else to use those access codes to make transfers or obtain information or other services.

**Your Liability for Transactions from Business Accounts**

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a company representative has given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. You can terminate granted access codes yourself. You may call us for assistance with terminating an authorized user or company representative. We may have to change your access codes or take additional steps to prevent further access by such person. Our system supporting our Online Banking service is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept instructions for transfers or other transactions from any person using valid access codes. This applies even if the person obtaining access:

Is not a company representative.  
Exceeds your authority or that granted by any company representative.  
Does not have your authority.  
Has had his/her authority changed or revoked.  
Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Banking service. Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down--see the "Notify Us IMMEDIATELY for Unauthorized Transactions" section above. You agree to promptly examine all account statements and any confirmations of transfers which we or other financial institutions may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation. Call or write to us at:

The Bank of Burlington  
410 14<sup>th</sup> Street  
Burlington, CO 80807  
(719) 346-5376

If you think your statement is wrong or if you need more information about a transaction covered by this agreement which is listed on the statement, contact us as soon as possible.

**Limitations on Our Liability in Connection with Business Accounts**

We will make every reasonable effort to provide full performance of our Online Banking system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage, or injury caused by our Online Banking system. Neither will we be liable for any

consequential, incidental, special, indirect, or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Other Services**

We may provide you other services through our online banking platform which are not covered under this agreement. These services will have a separate agreement with specific terms and conditions.

**Security Procedures**

By entering into this agreement and using our Online Banking service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of access codes and other personal and business information. Our security procedures are contained in this agreement and in other written procedures we may provide to you. You acknowledge receiving a copy in writing of our current security procedures in this agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized. Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

**Indemnification**

If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to any company representatives or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement from a business account or (ii) your breach of this agreement.

**END OF SPECIAL PROVISIONS THAT APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS**

\*\*\*\*\*

**Signatures**

You agree to all of the provisions of this agreement (to the extent applicable as provided in this agreement) by any and all of the following means:

- Using our Online Banking service to perform any transactions.
- Physically signing this agreement.
- Causing your company representative to physically sign this agreement, if you are a business entity.

Completing a separate electronic consent form to receive disclosures and enter into this agreement electronically.

Your electronic consent or use of our Online Banking service has the same effect as if you had signed this agreement with your physical signature or that of your authorized company representative. Your physical signature, electronic consent, or use of our Online Banking service is also your acknowledgement that you have received a copy of this agreement in paper form, or if you have been provided a copy of this document in electronic form. If you are offered or provided an electronic copy of this agreement but would like to have a paper copy, please contact us by calling or writing:

The Bank of Burlington  
410 14<sup>th</sup> Street  
Burlington, CO 80807  
(719) 346-5376