

CACHE BANK & TRUST ONLINE BANKING SERVICES AGREEMENT AND ELECTRONIC FUND TRANSFER ACT DISCLOSURE

Agreement – This Cache Bank & Trust Online Banking Services Agreement (the “Agreement”), which includes the Fee Schedule and Application Form, is a contract which establishes the rules, which cover your electronic access to your Accounts at Cache Bank & Trust. By using Cache Bank & Trust Online Banking Service, you accept all the Terms and Conditions of this Agreement. Please read it carefully.

The Terms and Conditions of the Deposit Agreements and Disclosures for each of your accounts at your Cache Bank & Trust as well as your other Agreements with the Bank such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement shall be interpreted and construed under and governed by the laws of the State of Colorado. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Bank’s successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Application and Fee Schedule, constitutes the entire Agreement between you and the Bank with respect to the subject matter hereof and there are no understandings or Agreements relative hereto which are not fully expressed herein.

Definitions -- As used in this Agreement, the words “we,” “our,” “us,” and “Bank” mean Cache Bank & Trust. “You,” and “your” refer to that Accountholder authorized by the Bank to use Cache Bank & Trust Online Banking Service under this Agreement and anyone else authorized by that Accountholder to exercise control over the Accountholder’s funds through Cache Bank & Trust. “Account” or “Accounts” means your accounts at the Bank, which you wish to access through Cache Bank & Trust Online Banking Service. “Electronic funds transfers” means pre-authorized transactions and transfers to and from your accounts using Cache Bank & Trust Online Banking Service. “Cache Bank & Trust Online Banking Services” means the services provided pursuant to this Agreement. “Business Day or Days” means Monday through Friday, excluding holidays.

Access – To use Cache Bank & Trust Online Banking Services, you must have at least one checking account at the Bank, access to Internet service, and an e-mail address. Once we have received your signed Application, and verified your account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your Application, along with your assigned log-in ID and temporary password. Cache Bank & Trust Online Banking Services can be used to access only the Account or Accounts which you have designated for access by Cache Bank & Trust Online Banking Services in your Application Form. You can add or delete any of your Accounts from this Agreement by completing a new Application Form. Access to your Accounts through Cache Bank & Trust Online Banking Services will be based upon the identification of users and authority levels specified by you in your Application Form. We undertake no obligation to monitor transactions through Cache Bank & Trust to determine that they are made on behalf of the Accountholder.

Services –You can use Cache Bank & Trust Online Banking Service to check the balance of your Accounts, view Account histories and transfer funds between your Accounts. Balance and activity information will generally be available as of the close of business of the previous Business Day.

Hours of Access-You can use Cache Bank & Trust Online Banking Services seven days a week, twenty-four hours a day. There will be times, however, when some or all Cache Bank & Trust Online Banking Services may not be available. We will endeavor to minimize such periods of non-

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availability, and agree, when practical, to post notice of any extended periods of non-availability on the Cache Bank & Trust Online Banking Services website.

Your Password –For security purposes, you are required to change your password upon your initial login to Cache Bank & Trust Online Banking Services. You determine what password you will use. The identity of your password will not be available to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to Cache Bank & Trust Online Banking Services will be revoked. To re-establish your authorization to use Cache Bank & Trust Online Banking Services, you must contact us to have your password reset or to obtain a new temporary password. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. We recommend your password not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

Security- You understand the importance of your role in preventing misuse of your Accounts through Cache Bank & Trust Online Banking Services and you agree to promptly examine your statement for each of your Accounts as soon as you receive it. You agree to protect the confidentiality of your Account and Account number, and your personal identification information. You understand that personal identification information by itself, or together with information related to your Account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your Accounts. Data transferred via Cache Bank & Trust Online Banking Services is encrypted in an effort to provide transmission security and Cache Bank & Trust Online Banking Services utilizes identification technology to verify that the sender and receiver of Cache Bank & Trust transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the Cache Bank & Trust Online Banking Services system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Cache Bank & Trust Online Banking Services, or e-mail transmitted to and from us, will not be monitored or read by others.

Fees and Charges –You agree to pay the fees and charges for your use of Cache Bank & Trust Online Banking Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the checking Account designated as the “Primary Checking Account” on your Application Form. If you close your Primary Checking Account, you must contact us immediately to designate another Account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Cache Bank & Trust Online Banking Services.

Posting of Transfers-Transfers initiated through Cache Bank & Trust Online Banking Services before 5:30 p.m. (Mountain Time), on a Business Day are posted to your account the same day. Transfers completed after 5:30 p.m. (Mountain Time), on a Business Day, Saturday, Sunday or holiday, will be posted on the next Business Day. Cache Bank & Trust identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the transactions shown under Current Business Day screen in the Transactions menu option of Cache Bank & Trust may not reflect transfers made by multiple users from the same Account if different login Ids are used. You agree to communicate with any other persons with authorized access to your Accounts concerning any transfers from your Accounts in order to avoid overdrafts.

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Overdrafts (Order of Payments, Transfers, and other Withdrawals)-If your Account has insufficient funds to perform all electronic funds transfers you have requested for a given Business Day, then

1. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
2. Electronic funds transfers initiated through Cache Bank & Trust Online Banking Services which would result in an overdraft of your Account may, at our discretion, be cancelled;
3. In the event the electronic funds transfer initiated through Cache Bank & Trust Online Banking Services which would result in an overdraft of your Account are not cancelled, overdraft charges may be assessed pursuant to the terms of the Deposit Agreement for that Account.

Limits on Amounts and Frequency of Cache Bank & Trust Online Banking Services Transactions-The number of transfers from your Accounts and the amounts which may be transferred may be limited pursuant to the terms of the applicable Deposit Agreement Disclosure for those accounts and as stated on the Application Form. If a hold has been placed on deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds being held until the hold expires.

Disclosure of Account Information and Transfers-We do not reveal specific information about your accounts or other personally identifiable data to other parties for their independent use unless: (1) you request or authorize it; (2) the information is provided to help complete a transaction initiated by you; (3) the information is provided to a reputable credit bureau or similar information reporting agency; or (4) the disclosure is otherwise lawfully permitted or required. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to Cache Bank & Trust Online Banking Services. You agree and hereby authorize all of these transfers of information.

Periodic Statements- Transfers to and from your Accounts using Cache Bank & Trust Online Banking Services will appear on the respective periodic statements of your Accounts.

Change in Terms-We may change any term of this Agreement at any time. If the change would result in increased fees for any Cache Bank & Trust service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain or restore the security of an Account or our electronic fund transfer system. We will post any required notice of the change in terms on the Cache Bank & Trust website or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the Account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or the entire subject Cache Bank & Trust Online Banking Services service indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific Accounts are governed by the applicable Deposit Agreements and Disclosures.

In Case of Errors or Questions about Your Electronic Transfers – Contact us as soon as you can, if you think your statement is wrong, or if you need more information about a transfer listed on your statement. We must hear from you no later than 60 days after we sent the FIRST statement upon which the problem or error appeared. When you contact us:

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

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If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of paper writing by postal mail or fax within 10 Business Days. We will determine whether an error occurred within 10 Business Days after you contact us 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 in the form of a paper writing within 10 Business Days, we may not provisionally credit your account. We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If we have made a provisional credit, a corresponding debit will be made from your Account. You may ask for copies of the documents that we used in our investigation.

Failure to Make a Transfer- There are a number of circumstances where we may not complete a transfer to or from your Account on time or in the correct amount. These circumstances include, but are not limited to:

1. You do not have enough money in your Account to make a transfer.
2. A legal order directs us to prohibit withdrawals from the Account.
3. Your Account is closed, or if it has been frozen.
4. The transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
5. You, or anyone authorized by you, commits any fraud or violates any law or regulation.
6. Any electronic terminal, telecommunication device, or any part of the Cache Bank & Trust electronic fund transfer system is not working properly.
7. You have not properly followed the on-screen instructions for using Cache Bank & Trust Online Banking Services.
8. Circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer.

Your Liability for Unauthorized Transfers - CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised or if someone has transferred or may transfer money from your Accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. If your password is lost or stolen and subsequently used by an unauthorized person, you will only be liable for the lesser of \$50 or the amount of money, goods, or services obtained by the unauthorized use prior to notifying us. If the unauthorized use occurs through no fault of your own or any other authorized user, you will not be liable for the unauthorized use. Also, if your statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the statement was sent to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods.

Disclaimer of Warranty and Limitation of Liability - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Cache Bank & Trust Online Banking Services provided to you under this Agreement. We do not and cannot warrant that Cache Bank & Trust will operate without errors, or that any or all Cache Bank & Trust Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any

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services or products provided under this Agreement or by reason of your use of or access to Cache Bank & Trust Online Banking Services, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through Cache Bank & Trust.

Your Right to Terminate-You may cancel your Cache Bank & Trust Online Banking Services service at any time by providing us with written notice by postal mail or fax. Your access to Cache Bank & Trust Online Banking Services will be suspended within 3 Business Days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate – You agree that we can terminate or limit your access to Cache Bank & Trust Online Banking Services services for any of the following reasons:

- 1. Without prior notice, if you have insufficient funds in any one of your Accounts. Cache Bank & Trust Online Banking Services service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.**
- 2. Upon 3 Business Days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.**
- 3. Upon reasonable notice, for any other reason in our sole discretion.**

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

E-mail -You can contact us by e-mail.

Telephone - You can contact us by telephone at (970) 351-8600, or by telephone toll free at (888) 297-9827.

Facsimile – You can contact us by fax at (970) 351-7878.

Postal Mail - You can write to us at: Electronic Banking Unit, 4601 West 20th Street, Greeley, CO. 80634

In Person - You may visit us in person at any one of our locations. Please reference Bank's website for a current list of locations.

Consent to Electronic Delivery of Notices - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Cache Bank & Trust website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

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To apply for online banking, you may complete this form, sign, and mail it to: Cache Bank & Trust, 4601 West 20th Street, Greeley, CO. 80634, Attention: Online Banking Technician. You may also personally deliver the Application to your local Cache Bank & Trust branch. Whichever you choose, we will respond quickly to your request and make this process as simple and convenient as possible. To enroll for these services you must have a personal checking account at Cache Bank & Trust.

APPLICATION INFORMATION – Please complete this information below, legibly

Account Holder

First Name:	Last Name:	SSN:
Home Address (street, city, state):		
Email Address:	Birthday:	Mothers Maiden Name:
Home Phone:	Work Phone:	Cell Phone:

Applying for Personal Online Banking includes: transfers between accounts, view balances, statements and transaction history.

I request inquiry and or transfer access for all account numbers that fall under my customer record, including all current and future accounts.

Loan accounts can only receive payments.

Money Market Account and Savings Account transfers and withdrawals are limited by Federal Government Regulations.

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In this Agreement, "I, me and my" refer to the person or persons signing this Agreement.

My signature below indicates that I acknowledge receipt of a copy of Cache Bank & Trust Online Banking Services Agreement and the Regulation E Disclosure Statement provided at account opening. To obtain a copy of the Deposit Agreement please contact us at 1-970-351-8600. By signing this Application you agree to be bound by all Terms and Conditions set forth in the Deposit Agreement and Cache Bank & Trust Online Banking Services Agreement (rev. 12/20/12) between the Bank and Account Holders.

I hereby agree to review and approve all Terms and Conditions as well as the fee schedule relative to this product.

Print Account Holder: _____

Account Holder Signature: _____

Member FDIC

For Bank Use Only

Name	Date	Signature	Name	Date	Signature