

## LIMITATIONS ON OUR LIABILITY

We will not be liable if:

- you do not have enough money in your account to make the transfer.
- you have an overdraft line and the transfer would cause you to exceed your credit limit.
- an ATM does not have sufficient cash.
- a terminal or system is not working properly and you knew about the breakdown when you started the transfer.
- circumstances beyond our control (such as fire or flood) prevent the transfer.
- a merchant refuses to accept your Card.
- an ATM rejects your Card.
- if the funds are subject to legal process or other encumbrance restricting such transfer.

There may be other limitations on our liability.

### **\*\*Business Liability\*\***

## LIABILITY FOR UNAUTHORIZED TRANSACTIONS

### *Lost or Stolen*

*If you believe your Card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:*

**Toll-free 1-800-528-2273**

If you notify the bank by calling the above number within two (2) business days, you can lose no more than \$50 if someone used your card without your permission.

Use as a MasterCard card.

Your liability for use of this card (when it is used without a personal identification number) will not exceed (A) \$0 if the conditions set forth below have been met, or (B) if those conditions have not been met, the lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized use before notification to us.

Zero liability will apply only if:

You report the loss or theft of your card within 24 hours of discovering it lost or stolen; You can demonstrate that you have exercised reasonable care in safeguarding your card from risk of loss or theft; You have not reported two or more incidents of unauthorized use to us within the preceding 12 months; and your account is in good standing.

All other uses.

Your liability for use of this card for all other losses (all transactions that require the use of your PIN code) is as follows:

If you tell us within 2 business days after learning of the loss, you can lose no more than \$50 of someone used your card and/or PIN without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission if you had told us, you could lose as much as \$500.

Consequential Damages. We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

## ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Telephone or Write us at the applicable telephone number or address listed immediately below in this section as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared or, if the only transfer possible is a direct deposit to your account, no later than 60 days after the problem or error was FIRST reflected in your statement.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) calendar days.

Contact us at:

**1-970-848-3838**

or write to us at:

615 W 8<sup>th</sup> Ave  
Yuma, CO 80759



## **MasterCard Business Debit Card**

### **Agreement & Disclosure**

For information about Business Checking accounts, ask your branch representative or visit us online at:

[www.coloradocommunitybank.com](http://www.coloradocommunitybank.com)

## Business Debit Card Agreement Terms and Conditions

**Introduction.** This Business Debit Card Agreement ("Agreement") contains contract terms and other important information relating to your Business Debit Card ("Card"). These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your deposit account agreement as well as the terms of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

**Governing Law. Conflict with Applicable Law.** This Cardholder Agreement will be construed in accordance with the laws of the State of Colorado. In the event of any conflict between provisions of the Cardholder Agreement and any applicable law or regulation, the provisions of this Cardholder Agreement shall be deemed modified in the extent, and only to the extent, required to comply with such law or regulation.

**Applicable Law.** This Agreement will be governed by the laws of the state of Colorado as well as federal laws and regulations. Normal banking customs and practices also apply.

**Definitions.** Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words "we," "our," and "us" refer to the financial institution which issues the Card. The words "you" and "your" refer to the owner of the specific account for which Card transactions are permitted. The word "Cardholder" refers to any person authorized by you to use the Card.

**Business Card Purpose.** You and any Cardholder agree that this Card is for use by business owners and employees. The Card can be used for business purpose point-of-sale and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all Cardholders that the Card shall not be used for consumer purposes.

**Account Requirement, Payment Responsibility, Transferability, Enforceability.** The services described in this Agreement will be available to you only as long as you maintain a business checking account with us. You are liable for the payment of Card transactions authorized by you or your agent or any Cardholder or their agent. This account may not be transferred or assigned without our written consent.

If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

**How to Use the Business Card, Security Procedures.** The Card allows Cardholders to directly access the business checking account specified in your Card Application. We will issue Cards and PINS to you at your request. Each Card will identify your business as well as the Cardholder.

You agree to the following security procedures. Each Cardholder must sign their Card before it may be used. You agree to require both a Card and a PIN to be used together to obtain cash at designated ATMs. However, you may use your Card to purchase goods or pay for services without a PIN. Once a Card has been issued it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder's rights and to promptly return the Card to us. You agree to provide written instructions to all Cardholders about the importance of protecting the Card and PIN. You agree to examine your receipts and periodic statements in a

timely manner. You agree that the dollar/frequency limits assigned to each Cardholder will also act as a security procedure.

### Termination and Amendments.

- We may terminate this Agreement at any time without notice to you.
- You may terminate this Agreement by written notice to the institution and no longer using your Card and PIN.

We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in your account agreement. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change. **Notices.** Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. You will keep us notified of your current mailing address.

**Order of Payment.** Our policy is to post and pay Card transactions in the order they are received. We reserve the right to pay Card transactions before checks and other items.

**Overdraft Protection.** If your account has an overdraft protection feature, unless otherwise agreed in writing, Card transactions that would otherwise overdraw your account will be covered by the overdraft protection feature up to your available limit.

**Stop Payment.** Unless otherwise provided in this agreement, you may not stop payment of electronic fund transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

### TYPES OF AVAILABLE TRANSACTIONS AND SERVICES

You may use your Business Debit Card and related personal identification number (PIN) to initiate transactions at either: Colorado Community Bank owned ATMs, ATMs and Point-of-Sale (POS) terminals which process your transactions through any of the networks identified on your card, and such other locations or facilities designated herein or as the bank may designate from time to time. Subject to availability at the location you select, you may use your card to:

- withdraw cash from your business checking or savings account(s).
- transfer funds between your business accounts.
- obtain balance information on your business deposit accounts
- make purchases at any location that accepts MasterCard.

### LIMITS ON TRANSACTIONS

Use of each individual card issued pursuant to this Agreement is subject to the following transaction limitations:

- the amounts of all your transfers are limited to the available balance in your account.
- you may access up to \$400.00 in ATM cash withdrawals per day, per card.
- you may purchase up to a maximum of \$1,000.00 per card, per day at any location that accepts MasterCard.

- subject to availability at the location you select to initiate your transaction, you may request a cash withdrawal up to a maximum of \$400.00 per card, per day at any bank branch or merchant locations that are authorized to accept MasterCard.
- your daily limit on the total of all combined purchases and cash withdrawals is \$1,400.00 per card.

In place of the above set forth maximum daily limits, you may instead choose to set lower daily limits for each individual card issued on your account. Your request must be clearly and appropriately indicated on your Colorado Community Bank Business Debit Card Application. Please consult with a bank representative to discuss how you can set the limits on any of your Business Debit Cards. Once the daily limits are changed on any card, to increase/decrease those limits at a latter date, you must notify us in writing of your request. Subject to the bank's sole discretion and approval, the card limits will be increased/decreased the following business day after we receive your written notification.

**Currency Conversion.** If you effect a transaction with your Card in a currency other than US dollars, MasterCard® will convert the charge into a US dollar amount. MasterCard® will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard check cards. Currently, the conversion rate used by MasterCard® to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard® for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard®. The currency conversion rate used by MasterCard® on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

### FEES

Please refer to the Fee Schedule for additional information on fees.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

### DOCUMENTATION

**Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our ATM or point-of-sale terminals.

**Retain Copies for Your Records.** You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record (but not while at a terminal). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

**Periodic Statements.** You will get a monthly account statement from us for your checking account that will also include a record of transactions made using your Card.

You will get a monthly account statement from us for your savings account that will also include a record of transactions made using your Card, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

# Mastercard® Business Debit Card Application



**COMPANY INFORMATION: (please print)**

Business Name (required):			Date:
Street Address:	City:	State:	Zip:
Mailing Address:	City:	State:	Zip:
Contact Person:	Phone Number:	Tax I.D. Number:	

Registered as: ( ) Sole Proprietorship ( ) Corporation ( ) General Partnership ( ) Limited Liability Company ( ) Other: \_\_\_\_\_

**Business Checking Account Number:**  
Accounts NOT eligible: Sweeps, Government, Trusts, MMA, Consumer

**Business Name as it should appear on Card:** (Maximum 25 spaces)

List below individuals to receive a MasterCard Business Debit Card. Cardholders will have access to business checking account information.

Select a Daily Spending Limit for each cardholder. Bank at its option may reduce, increase or restrict daily limits.

<b>Cardholder's Name:</b>	<b>ATM Limit:</b> _____ (Maximum limit - \$400)
<b>Social Security Number:</b> _____ <b>Date of Birth (MM/DD/YYYY):</b> _____	
<b>Home Address:</b> _____	<b>POS Limit:</b> _____ (Maximum limit - \$1,000)
<b>Signature:</b> _____	

<b>Cardholder's Name:</b>	<b>ATM Limit:</b> _____ (Maximum limit - \$400)
<b>Social Security Number:</b> _____ <b>Date of Birth (MM/DD/YYYY):</b> _____	
<b>Home Address:</b> _____	<b>POS Limit:</b> _____ (Maximum limit - \$1,000)
<b>Signature:</b> _____	

<b>Cardholder's Name:</b>	<b>ATM Limit:</b> _____ (Maximum limit - \$400)
<b>Social Security Number:</b> _____ <b>Date of Birth (MM/DD/YYYY):</b> _____	
<b>Home Address:</b> _____	<b>POS Limit:</b> _____ (Maximum limit - \$1,000)
<b>Signature:</b> _____	

<b>Cardholder's Name:</b>	<b>ATM Limit:</b> _____ (Maximum limit - \$400)
<b>Social Security Number:</b> _____ <b>Date of Birth (MM/DD/YYYY):</b> _____	
<b>Home Address:</b> _____	<b>POS Limit:</b> _____ (Maximum limit - \$1,000)
<b>Signature:</b> _____	

PROVIDE ALL REQUESTED INFORMATION. INCOMPLETE APPLICATIONS CANNOT BE PROCESSED

# MasterCard® Business Debit Card Application - Page 2

## AGREEMENT

By signing below, you are asking, on behalf of the company identified on this application (the "Company"), for the Bank identified on the reverse, to issue a MasterCard Business Debit Card(s) (the "Card") to individuals listed on this application or attachments. By signing, you represent that you are authorized to sign this application on behalf of the Company and that all of the information provided is true and correct. You also authorize Bank to verify the information you have given and lawfully receive and exchange credit information about the Company, and its principle owner(s), both now and in the future. You understand and agree that, if this application is approved by Bank, the cardholders listed on this application or any attachments will have access to the Company's business checking account (the "Account") solely by use of the Card(s) and PIN number; Bank shall not be required to pay checks and other items drawn on the Account signed by an Authorized User unless such Authorized User has also signed the signature card for the Account. You agree that the Company will be liable for all fees and charges to the Company's Business Checking Accounts described in the MasterCard Business Debit Card Agreement. By signing and using the Card(s), you agree that all Cards will be used solely for business purposes and that you agree to all of the terms of the MasterCard Business Debit Card Agreement. By signing below you acknowledge and agree that you are granting us a Uniform Commercial Code security interest in the Account and any other deposits or accounts you maintain with us to secure payments initiated with the Card(s) and any current or future indebtedness to us whether under this Agreement or any other indebtedness to us. You indemnify the Bank against all claims, damages and liability pertaining to the use of the Card.

## SOLE PROPRIETORSHIP

Print Owner's Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## OFFICERS' CERTIFICATE (Corporation)

The undersigned is the duly appointed \_\_\_\_\_ of \_\_\_\_\_ Corporation, (the "Company"). The undersigned attests that the following Resolution was adopted by the Board of Directors of the Company on (Date) \_\_\_\_\_, at a duly held meeting or other wise in accordance with applicable state law and has not been revoked or amended.

RESOLVED, that the person or persons executing this MasterCard Business Debit Card Application (the "Application") are current officers of the Company and are hereby authorized to execute the Application and that each of the persons listed in the Application as Authorized Users are current officers or employees of the Company who are authorized in the name of the Company to perform, from time to time, electronic debit transactions from the Company's Business Checking Account (the "Account") identified in the Application, including, but not limited to, point of sale transactions, ATM transactions, deposits, debits, and cash advances.

FURTHER RESOLVED, that the undersigned are authorized and directed to certify to the Bank the adoption of these Resolutions, and the name(s) and title(s) and specimen signature(s) of the present officer(s) or employee(s) of the Company contained in the Application, and from time to time as changes in such personnel are made, to certify immediately such changes to the Bank, and the name(s) and title(s) and specimen signature(s) of new personnel.

FURTHER RESOLVED, that these Resolutions shall be conclusively deemed to be in addition to and shall not be deemed to revoke, modify, or otherwise affect, any other resolutions heretofore delivered to the Bank on behalf of the Company.

FURTHER RESOLVED, that any and all actions heretofore taken by an officer(s) of the Company in connection with or relating to the Account be and they are hereby ratified and confirmed as the proper and binding actions of the Company, and the terms of the Application and Agreement are approved and authorized and are binding upon the Company.

Print name(s) of Authorizing Officer(s): \_\_\_\_\_ Signature(s) of Authorizing Officers: \_\_\_\_\_ Date: \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**APPLICANTS COMPLETE, SIGN, AND EXECUTE THE APPROPRIATE RESOLUTION.**

## PARTNERS', MEMBERS' OR MANAGERS' CERTIFICATE

Re: \_\_\_\_\_ a \_\_\_\_\_  
 (Company Name) (General Partnerships, LLC, LC, LLP, LP, or Unincorporated Association)

### CERTIFICATE

WHEREAS, the persons named below constitute all of the general partners, members, or managers of the general partnership, limited liability company, or limited liability partnership (as appropriate), unincorporated association, or have been otherwise designated pursuant to the general partnership's agreement, articles of organization, or the operating agreement as general partners, members, or managers (as appropriate), and have the authority to bind their respective organization and execute documents on their organization's behalf.

WHEREAS, each of the persons listed in the Application as Authorized Users are current general partners, members, managers, or employees who are authorized in the name of the organization to perform, from time to time, electronic debit transactions from the organization's Business Checking Account (the "Account") identified in the Application, including, but not limited to, point of sale transactions, deposits, debits, and cash advances.

RESOLVED, that the undersigned are authorized and directed to certify to the Bank the adoption of this Certificate, and the name(s) and title(s) and specimen signature(s) of the present general partners, members, managers, or employees of the Company contained in the Application, and from time to time as changes in such personnel are made, to certify immediately such changes to the Bank, and the name(s) and title(s) and specimen signature(s) of the new personnel.

FURTHER RESOLVED, that this Certificate shall be conclusively deemed to be in addition to and shall not be deemed to revoke, rescind, modify, or otherwise affect, any other resolutions heretofore or hereafter delivered to the Bank on behalf of the organization.

FURTHER RESOLVED, that any and all actions heretofore taken by a general partner, member, manager, or employee of the organization in connection with or relating to the Account be and they are hereby ratified and confirmed as the proper and binding actions of the organization, and the terms of the Application and Agreement are approved and authorized and are binding upon the organization.

Print name(s) of Authorizing Officer(s): \_\_\_\_\_ Signature(s) of Authorizing Officers: \_\_\_\_\_ Date: \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**IMPORTANT ACCOUNT INFORMATION FOR OUR CUSTOMERS**

from

**Colorado Community Bank**

**ELECTRONIC FUND TRANSFERS  
YOUR RIGHTS AND RESPONSIBILITIES**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties** - You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits** - You may make arrangements for certain direct deposits to be accepted into your checking or savings.
- **Preauthorized payments** - You may make arrangements to pay certain recurring bills from your checking or savings.
- **Electronic check conversion** - You may authorize a merchant or other payee to make a one-time electronic payment from your checking account

using information from your check to pay for purchases or pay bills.

- **Electronic returned check charge** - You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**ATM card transactions** - types of transactions - You may access your account(s) by ATM using your ATM card and your personal identification number (PIN) to:

- withdraw cash from checking or savings
- transfer funds from checking or savings to any other checking or savings
- get balance information about checking or savings

Some of these services may not be available at all terminals.

**MasterMoney Card ATM transactions** - types of transactions - You may access your account(s) by ATM using your MasterMoney Card and your personal identification number (PIN) (as applicable) to:

- withdraw cash from checking or savings
- transfer funds from checking or savings to any other checking or savings
- get balance information about checking or savings

Some of these services may not be available at all terminals.

**MasterMoney Card point-of-sale transactions** - types of transactions - You may access your checking account(s) by debit card to do transactions that participating merchants will accept, including:

- purchase goods in person, by phone, or online
- pay for services in person, by phone, or online
- get cash from a participating merchant or financial institution

**Foreign Currency Conversion and Cross-Border Transactions** - Currency Conversion - If you effect a transaction with your Debit Card in a currency other than U.S. dollars, MasterCard International Incorporated will convert the charge into U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently the conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

**Internet banking** - types of transfers - You may access your accounts by computer at

www.coloradocommunitybank.com and using your social security number and password to:

- transfer funds from checking or savings to any other checking or savings
- make payments from checking or savings to a loan
- get balance information about checking, savings, certificate of deposit or loans
- get withdrawal history about checking or savings
- get deposit history about checking or savings
- get transaction history about checking, savings, certificate of deposit or loans

#### CCB On-line Bill Pay - types of transfers -

You may access this service by computer at [www.coloradocommunitybank.com](http://www.coloradocommunitybank.com) and using your social security number and password.

You may access this service to:

- make payments from your checking account(s) to a creditor

**Limits and fees** - Please refer to our fee disclosure for information about fees and limitations that may apply to these electronic fund transfers.

**ATM Operator/Network Fees** - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**Limitations on frequency of transfers** - In addition to those limitations on transfers elsewhere described, if any, the following limitations apply to your Money Market and Savings account(s):

During any calendar month or statement cycle of at least four weeks, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction. No more than three of the six transfers may be made by check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the financial institution.

**Security limitations** - For security reasons, there are other limits on the number of transfers you can make using our terminals and point-of-sale transfer service.

#### Documentation

**Terminal transfers** - You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

**Preauthorized credits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at

(970)848-3838 to find out whether or not the deposit has been made.

**Periodic statements** - You will get a monthly account statement from us for your checking account(s).

You will get a monthly account statement from us for your savings account(s), unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

#### Preauthorized Payments

**Right to stop payment and procedure for doing so** - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

**Notice of varying amounts** - If these regular payments may vary in amount, the person you are going to pay will tell you, 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 order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### Financial Institution's Liability

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

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

- (6) There may be other exceptions stated in our agreement with you.

#### Confidentiality

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

#### Unauthorized Transfers

**(a) Consumer liability.** (1) Generally, tell us AT ONCE if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If the unauthorized use of your lost or stolen card and/or code occurs through no fault of yours, no liability will be imposed on you. Otherwise, you will be liable for the lesser of: (i) \$50 or (ii) the amount of any money, property, or services obtained by unauthorized use of the card and/or code before you gave us notice.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. This rule does not apply if the unauthorized transfer was made using your lost or stolen card and/or code.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

(2) Additional Limits on Liability for MasterCard(R) debit card, when used for point-of-sale transactions. You will not be liable for any unauthorized transactions using your MasterCard debit card, when used for point-of-sale transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. 'Unauthorized use' means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limit on liability does not apply to ATM transactions or to transactions using your personal identification number which are not processed by MASTERCARD.

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

#### Error Resolution Notice

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

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you has an established account with us before the account is opened.

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 you have inquiries regarding your account, please contact us at:

Colorado Community Bank

615 W 8th Ave.

Yuma, CO 80759

**BUSINESS DAYS:** Monday, Tuesday, Wednesday,  
Thursday, Friday and Saturday

Holidays are not included.

PHONE: (970)848-3838

#### **Notice Of ATM/Night Deposit Facility User Precautions**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.

11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

#### **Other Terms**

##### **(a) Termination of ATM Services**

You agree that we may terminate the Agreement and your use of the ATM or MasterMoney Card services if:

\*you, or any authorized user of your PIN breach this or any other agreement with us:

\*we have reason to believe that there has been unauthorized use of your PIN;

\*we notify you or any other party to your account that we have cancelled or will cancel this Agreement.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

##### **(b) The following Conditions May Be Applicable to Your Accounts:**

The bank reserves the right to refuse any transactions which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

##### **(c) Notices**

All notices from us will be effective when we have mailed them or delivered them to your last known address in the Bank's records. Notices from you will be effective when received by the Bank at the address printed on this brochure.

The Bank reserves the right to change the terms and conditions upon which this service is offered. The Bank will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of the service is subject to existing regulations

governing the Bank and any future changes to those regulations.

(d) Enforcement:

In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees on any appeal, subject to any limits under applicable law.

MORE DETAILED INFORMATION IS AVAILABLE ON  
REQUEST