ONLINE BANKING AGREEMENT AND DISCLOSURE

Champion Bank

These terms and conditions constitute the agreement ("Agreement") between you and Champion Bank ("Bank") with respect to the provision of Online Banking Services to you. Your use of the Online Banking Service ("Service") constitutes your agreement to be bound by the terms of this Agreement. In this Agreement, the words "you" and "yours" mean each person who applied for the Service, and the terms "us" and "we" mean the Bank.

Online Banking Service

By applying for the Service, you authorize the Bank to provide information regarding your accounts with the Bank and to follow your instructions in the use of Service. You may use your account number and Password to access the Service to obtain information about your accounts, to transfer funds between your accounts, and to request certain other Bank services.

Password and Security

You agree not to give or make available your Online Password to any unauthorized individuals. If you believe that your Password has been lost or stolen or that someone may attempt to use the Service without consent of has transferred money without your permission, you must notify the Bank at once by calling (303) 840-8484.

In case of errors and questions about your electronic transfers, you should contact us as soon as you can by:

Telephoning us at: (303) 840-8484

Writing us at: Champion Bank, 16790 Centre Court, Parker, CO 80134

Emailing us at: info@thechampionbank.com

Definitions and Requirements

The following definitions apply in this Agreement:

"Online Banking" is the Internet-based service providing access to your Champion Bank account(s).

"Online Account" means the bank account from which you will be conducting transactions using a Service. You must have an existing account with us to enable our Online Banking Service. An account means any of your account(s) to which we may allow access via the Service under this Agreement.

"Password" is the customer-generated code selected by you for use during the initial log in, or the codes you select after the initial log in, that establishes your connection to the service.

"PC" means a personal computer that enables you, with an Internet browser and Internet service provider, to access your Online Account. You will need a computer with a modem and Internet browser. You are solely responsible for the maintenance, installations, and operation of your computer. Champion Bank shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer software.

You should routinely scan your PC using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. Champion Bank shall not be responsible for any computer virus that affects your computer or software while using our Service.

"User" is the identification code assigned to you for your connection to the Service.

"We," "us," "our," "Champion," or "Bank" refer to Champion Bank and any agent, independent contractor, service provider, licensor, designee, or assignee Champion Bank may involve in the provision of Online Banking.

"You" or "your" refers to the owner of the account of a person with authority with respect to the account.

In order to provide electronic disclosures, we must maintain a current customer e-mail address at all times. It is your sole responsibility to provide us with your correct contact information, including your e-mail address. You should notify Champion Bank of any changes to your personal contact information.

Access to Service

Champion Bank will provide instructions on how to use our Online Banking Services. You will gain access to your online accounts through the use of your Internet-enabled PC, your Internet service provider, your User ID and your Password. You may access your online accounts 24 hours a day, seven days a week. However, the availability of the Service may be suspended for brief periods of time for purposes of maintenance, updating, software revisions, or emergencies. In addition, access to the Service may be slower at tines due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties you may have in accessing the Services of certain features.

For purposes of transactions, our business days are any calendar days other than Saturday, Sunday or any holiday recognized by Champion Bank. Account transfers are processed o all business days that the Federal Reserve is open for business.

Banking Transactions with Online Banking

Accounts. Transaction history for your online accounts begins accumulating on the date your access to our current Online Banking Service is activated.

Transfers. In addition to viewing account information, you may use the Service to conduct the transfer of funds. You may transfer funds between your checking accounts and savings accounts.

Additional Services. Additional Online Banking Services may be introduced from time to time. The Bank will notify you of the existence of these new Services. By using these Services when they become available, you agree to be bound by the rules that will be made available to you concerning these Services.

Schedule of Fees

The Bank offers our Online Banking Services free of charge.

Statements

You will continue to receive your regular account statements either monthly or quarterly.

Security and Privacy

We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notice before completing the enrollment process for the Service. Our customer privacy notice is available online at www.thechampionbank.com.

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Service, our Customer Service Center will verify your identity and authorization against information associated with the eligible account(s) that you request to be accessible via the Service.

You are responsible for keeping your password and online account information confidential. You determine your own Password, which is encrypted in our database. No one at Champion Bank or at our Online Banking Service provider has access to this information.

In order to protect yourself against fraud, you should adhere to the following guidelines:

Do not give out your account information, Password or User ID;

Do not leave your PC unattended while you are in the Bank's Online Banking site;

Do not allow your Internet browser to store your Online Banking User ID or Password;

Never leave your account information within range of others; and

Do not send privileged account information (account number, Password, etc.) via any public or general e-mail system.

If you believe your Password has been lost or stolen, please use the Password Change feature within the User Options section of the Service to change your Password.

Electronic Mail (E-mail)

If you send us an e-mail message, we will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

E-mail transmissions outside of the Online Banking Service are not secure. We advise you not to send us of ask for sensitive information such as account numbers, password, and account information, etc. via any generic or public e-mail system. If you wish to contact us electronically, please use the "Contact Us" e-mail form provided at www.thechampionbank.com.

Linked Accounts

All accounts with the Bank that you enroll in for a service will be linked by the tax identification numbers of the persons authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if any authorized user of a linked account

accesses the Service, that authorized user will be able to view and access at a single time of the following accounts:

The accounts of the business for which that person is an authorized user;

The accounts of any other business for which that person is an authorized user; and

Any consumer accounts for which the person is a co-owner or authorized signer.

Business Accounts

If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

Enter into this Agreement, as amended from time to time;

Access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and

Use any Online Banking Service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

Term and Termination

<u>Term</u>. This Agreement will become effective on the effective date and shall remain in full force and effect until termination is accordance with the following provisions:

<u>Termination for Cause</u>. We may immediately terminate your Online Banking privileges without notice to you under the following circumstances:

You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

At any time, we may cancel all or part of the Service that we generally offer. Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, Online Banking access may be terminated. You will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the Service. After cancellation, Service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate Service, you must contact us at (303) 840-8484. We will promptly notify you if we terminate this Agreement or your use of the Service for any other reason.

<u>Termination for Convenience</u>. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s).

Electronic Funds Transfer Provisions for Consumers

Applicability. These provisions are only applicable to online electronic fund transfers that credit of debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions that

are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used is this section.

Liability

Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

With your acceptance and use of the Service, you agree that we shall not be liable to you or any third party for any indirect, incidental, or consequential costs, expenses, or damages (including lost savings or profit, lost data, business interruption, or attorney's fees) resulting from or arising out of this Agreement or resulting from any errors or failures from any malfunction of your computer or any virus or computer problems that you may encounter related to the use of the Service. We will not be liable to you in the following instances:

If, through no fault of the Bank, you do not have enough money in your account to make the transfer.

If circumstances beyond our control (such as fire, flood, power outage, equipment of technical failure or breakdown) prevent the transfer despite reasonable precautions that we have taken.

If there is a hold on your account, or if access to your account is blocked, in accordance with Banking policy.

If your funds are subject to a legal proceeding, or other encumbrances, restricting the transfer.

If your transfer authorization terminates by operation of law.

If you believe someone has accessed your accounts without your permission and you fail to notify us immediately.

If you have not properly followed the instructions on how to make a transfer included in this Agreement.

If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.

If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the Deposit Account Agreement, a Credit Agreement or any other agreement with us, or if we or you terminate the Agreement.

If the account has been closed.

If your computer, software, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer or bill payment.

If you had knowledge of or questions about the possible malfunction of our system when you initiated the transaction.

It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of this financial institution and/or our service providers.

Other applicable laws and/or regulations exempt us from liability

<u>Indemnification</u>. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking account.

<u>Third Parties</u>. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an Internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Internet Explorer browser), by an Internet access provider, or by an online service provider, nor will be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking account.

<u>Virus Protection</u>. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

General Terms and Conditions

<u>Bank Agreements</u>. In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the Agreements applicable to each of your online accounts. Your use of the Online Banking Service is your acknowledgement that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfer or the right to make transfers listed in the fee schedules accompanying those disclosures.

Changes and Modifications. We may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it the day after it was sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. If the changes have an adverse effect on you or the services offered, we will provide you at lease 30 days prior notice. Amendments or changes in terms and/or conditions may be made without prior notice if they do NOT result in higher fees, more restrictive Services use, disclosure of additional account information to third parties, or increased liability to you. Also, if a change in terms or conditions is necessary to maintain or restore the security of our system or your account(s), no advance notice is required. Upon notification of any change in terms, if you do not agree with the change(s), you must notify us in writing or via e-mail to cancel your access to the Service. Your continued use of the affected change in Service constitutes your agreement to the amendment(s). We reserve the right to terminate this Agreement and your use of the Service in whole or in part at any time without prior notice.

<u>Assignment</u>. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent. You may not assign this Agreement to any other party.

<u>Notices</u>. Unless otherwise required by applicable law, any notice or written communication given pursuant to this agreement may be sent to you electronically.

<u>Disclosure of Information</u>. We will only disclose information to third parties about your account or transfers you make under the following circumstances:

Where it is necessary for the provision of Online Banking and for completing transfers;

In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;

In order to comply with government and court orders, or other reporting requirements;

To Bank-affiliated companies;

It is necessary to assist us in the collection of information for internal use;

It is necessary for the security purposes of our service providers, our servicing agents, and/or contractors providing our Online Banking and electronic funds transfer Service;

It involves a claim by or against us concerning a deposit to or withdrawal from your account.

<u>Governing Law</u>. This Agreement is governed by the laws of the State of Colorado and applicable Federal law.