



This **Internet Banking Service Agreement** ("Agreement"), is a contract which establishes the rules which cover your electronic access to your accounts at MontroseBank, DeltaBankCenter, SurfaceCreekBank and NorthForkBank Center hereafter referred to as ("BANK") through the Internet Banking System ("NETTELLER"). By using NETTELLER, 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 BANK accounts as well as your other agreements with BANK such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of COLORADO (except to the extent this Agreement can and does vary such rules or laws). 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 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 Enrollment Form constitutes the entire agreement between you and BANK with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

1. Definitions - As used in this Agreement, the words "we", "our", "us" and "BANK" mean BANK. "You" and "your" refer to the "ACCOUNT HOLDER" authorized by BANK to use NETTELLER under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through NETTELLER. "Account" or "accounts" means your accounts at BANK. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your BANK accounts using NETTELLER. "NETTELLER Services" means the services provided pursuant to this Agreement. "Business days" means Monday through Friday. Holidays are not included.

2. Access - To use NETTELLER, you must have at least one account at BANK; acquire the computer hardware and software required to access NETTELLER, access to Internet service, and an e-mail address. Once we have received your signed Enrollment Form, and verified your account information, we will send you, by postal mail, confirmation of our acceptance of your NETTELLER Application along with your assigned log-in ID and temporary password. NETTELLER can be used to access only the BANK accounts that you have designated for access by the NETTELLER Enrollment Form. You can add or delete any of your BANK accounts from this Agreement by contacting a MontroseBank employee. Access to your accounts through NETTELLER will be based upon the identification of users and authority levels specified by you in your Enrollment Form. We undertake no obligation to monitor transactions through NETTELLER to determine that they are made on behalf of the accountholder.

3. NETTELLER Services - You can use NETTELLER to check the balance of your BANK accounts, view BANK account histories, transfer funds between your BANK accounts, order checks, make stop payment requests, make loan payments/advances and view checks. Balance and activity information is available as of the previous business day.

4. Hours of Access - You can use NETTELLER seven days a week, twenty-four hours a day, although some or all NETTELLER services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on our web site.

5. Your Password - For security purposes, you are required to change your password upon your initial login to NETTELLER. You determine what password you will use and the identity of your password is not communicated 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 (3) unsuccessful attempts to use your password, your access to NETTELLER will be revoked. To re-establish your authorization to use NETTELLER, you must contact us to have your password reset. Please contact any one of our branch locations.

We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should 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 writing down.

6. Security - You understand the importance of your role in preventing misuse of your accounts through NETTELLER and you agree to promptly examine your paper statement for each of your BANK accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information alone, 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 NETTELLER is encrypted in an effort to provide transmission security and NETTELLER utilizes identification technology to verify that the sender and receiver of NETTELLER transmissions can be appropriately identified by each other.

7. Fees and Charges - There are no fees for accessing your account (s) through the Bank's NETTELLER Internet Banking service. Other fees as described in the applicable Account Disclosure Statement may apply to services ordered and transfers online. These fees are outlined in the Common Fee Schedule that you received when you opened your accounts. Fees are subject to implementation or change with a thirty (30) day advance notice. You agree to pay any additional reasonable charges for services you request that are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of NETTELLER.

8. Balance Reporting - Bank shall provide you, subject to the terms and conditions contained in the Agreement, with the service(s) that you requested as specified on the Enrollment Form, which is made a part of this Agreement. Bank shall provide prior day and memo post balance and transaction information on your Bank account(s).

9. Transfer - You agree that given the size, type and frequency of the intra-Bank transfers, which you intend to make, the following procedures are commercially reasonable. You agree that BANK may solely rely on these procedures to verify the authenticity of your transfer requests. You agree to be bound by any transfer requested in its name and which is in compliance with such procedures whether actually authorized or not. The procedures are as follows:

A. You are responsible for the input and verification of all information into the NETTELLER system. BANK shall have no responsibility to determine the accuracy of such information. Should there be any conflict between account number and account name, the account number shall prevail. Bank shall be entitled to rely upon any book transfer request reasonably believed by Bank to have been input by you or your authorized users specified in the Enrollment Form.

B. Bank cut-off time for transfer requests is 6:00 p.m. (MST), after which time such requests will be processed the next business day.

C. BANK, may, in its sole discretion, reject any transfer request if there are insufficient Available Collected Balances in your authorized account(s) as specified on your NETTELLER Application; or the transfer request (1) is not authenticated to Bank's satisfaction or which Bank, in good faith, believes may not be authorized by you; (2) contains incorrect, incomplete or ambiguous information; or (3) involves funds subject to a lien, hold, dispute or legal process which prevents their withdrawal. BANK shall incur no liability for any loss to you or to any third party occasioned by BANK's refusal to make such transfer.

D. BANK shall not be responsible for any loss or liability arising from: Your negligence or breach of this Agreement; any ambiguity or inaccuracy in any book transfer request or in the information set forth in this Agreement given to BANK by you; or from any error, failure or delay in the execution of a book transfer, including without limitation any inoperability of computer or communication facilities, or other circumstances beyond the Bank's reasonable control.

E. Types of Transfers:

- Transfer funds between your checking and savings accounts.
- Transfer payments from your checking or savings accounts to Bank loans.
- Transfer funds from Over Draft Protection (ODP) to checking.

F. LIMITATIONS - With a Money Market account you may make six (6) transfers from your account each four (4) weeks or similar period, if by preauthorized or automatic transfer, or telephone (including date transmission) agreement, order or instruction, or by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited. With a Savings account you may make nine (9) transfers from your account each real time banking quarter. 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.

10. Bill Pay Services

Bill Pay can be used with all Checking, Savings or Money Market Deposit Accounts. Certificate of Deposit accounts are not eligible for this service. A valid User ID and Password will allow you to use the Computer to initiate, cancel, or modify third-party Payments from your eligible Deposit Accounts ("Payments").

Limitation on Payment Transactions

The maximum dollar limit on any Payment is equal to the available balance in your Deposit Account plus any available credit that is providing overdraft protection to the Deposit Account from which the Payment is to be made.

Scheduling and Processing of Payments

Payments submitted, recurring or one time, before 1:00 AM CMST Monday-Friday will be processed at 1:00 AM MST. Payment submitted between 1:00AM MST and 11:00 AM MST will be processed at 11:00 MST. Payments received after 11:00 AM MST on Monday-Thursday will be processed the next business day. Payments received after 11:00 AM MST on Friday will be processed on the day of the next business day. All payments scheduled to go on a weekend will be processed on the processing day before the weekend. All payments scheduled to go on a holiday will be processed the day before that date. Payments entered on the weekend, recurring or one time, will be processed on the next business day.

You may set up payments in any of the following frequencies: Weekly, Bi-Weekly, Monthly, Semi-Monthly, Quarterly, Annually and Semi-Annually. There is no limit to the amount of payees you can set up through the Internet. Once you have set up the payee, then you can look at the PAYEE LIST screen and you will see a field that will tell you if the payee is electronic or check.

Payments can be sent one of two ways. The most common will be ELECTRONIC, however if the PAYEE isn't on Princeton's database then the payment will be sent via CHECK. Make sure that you enter the merchant account number exactly the way it appears on your bill. If you choose a merchant on the electronic database that requires an address match, choose the correct remittance address listed on your bill. On CHECK payments only, there is a memo field for additional information. The field is 40 characters long any amount over 40 characters will be cut off. The memo field information will appear on paper check bill payments. This field is not available for ELECTRONIC payments.

For ELECTRONIC PAYMENT, funds are debited the same day that the payment is sent, providing it is sent by 11:00 AM MST. Electronic payments submitted after 11:00 AM are debited the next day during bill payment processing. CHECK payment funds are debited from the account when the check clears your account at the bank. ELECTRONIC payments are verified for funds availability during processing. If the funds are available, the account that you selected for the payment will be debited and the information sent on to Princeton for processing. If the funds are not available, the payment will not be processed and you will receive a message to inform you that the payment could not be sent due to insufficient funds. Each day the payment will be resubmitted for you until either you delete the payment or the funds are in the account to make the payment. CHECK payments are handled in the same manner as a check written out of your checkbook against an insufficient balance.

Bill Payments; Allowing Sufficient Time; Estimated Delivery Date

You must set up each approved individual, business or institution you wish to pay using this Service ("Payee(s)") on the Payee list. Thereafter, you must schedule the Payment Initiation Day at least three (3) Business Days in advance of the Bill Due Date to allow sufficient time for processing. If you use the CHECK form of payment then the payments should be set up 5-7 days before the due date. If the CHECK payment is entered before the 1:00 AM processing the check will be sent out the same day the payment was submitted. If the check payment is entered before 11:00 AM MST, the check will be mailed the following morning. Please note that we have no control over the U.S. Postal Service. Only CHECK payments can be stopped after the check is printed and mailed, payment history will show the check number for that payment. The stop would be added in the same manner as for a regular check written out of your checkbook. The PAYMENT HISTORY PAGE will show the status of all payments. PROCESSED means the payment has been processed and sent out. REJECTED NSF means the payment that you have tried sending has rejected due to Non-sufficient funds. NSF payments will keep trying until one of the following happens: the funds become available; if it's a recurring payment and it expires, or if you delete the payment. COMMUNICATION FAILURE means there was an error due to communication problems. The payment will try again during the next processing run. VENDOR REFUND means the payment rejected at Princeton E-Com.

Canceling or Changing Payments

If you would like to cancel or change individual or Repeating Payments, the best way to do this is to use Bill Pay. Payments may be canceled or changed using Bill Pay, provided such is submitted no later than the Payment Cutoff Time on the Initiation Day applicable to the Payment. Except as otherwise set forth herein, or as required by law, MontroseBank will not be liable for any losses or damages incurred by you if the Payment was not canceled or changed if you fail to meet these timing requirements.

Debiting your Account; Insufficient Available Funds for Payments

Funds may be withdrawn from your Deposit Account designated for the Payment on the Initiation Day applicable to the Payment.

When you use the Service(s), you must have sufficient funds available in the selected Deposit Account (including available overdraft protection coverage, if applicable) to cover the amount of the Payments you schedule to be made from such account, and any associated overdraft protection fees.

We may process Payments that exceed your available balance, but we are not obligated to do so. If we do, you agree to immediately pay the overdraft and any fees incurred. The amounts of the fees are set forth in the Schedule of Fees applicable to the account from which the Payment is scheduled to be made. Without limiting the foregoing, we may discontinue permitting overdrafts at any time, without prior notice.

If there are insufficient available funds in your Deposit Account selected for the Payment (including available funds in any line of credit linked to the Account for overdraft protection) and Payment is, nonetheless, initiated: 1) you must immediately pay the amount of the overdraft to us, as the case may be, without notice or demand; 2) Payment on the electronic transaction or check to the Payee, at our option, may be stopped 3) we may, at our option, refuse to process any additional Payments until you have paid the overdraft amount. If Payment is not initiated due to insufficient funds, we may, at our option; attempt to initiate the transaction the following business day if sufficient funds were not available and this date will be considered the new Initiation Date. If a debit transaction to cover a Payment is rejected for any other reason (e.g. closed account, account frozen, etc.), scheduled Payments may not be initiated or processed thereafter.

The Bank is under no obligation to notify you if it does not complete a Payment for any reason, including, without limit, because there are insufficient funds in your Deposit Account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the Payment or for rescheduling the Payment through the Bill Pay Service.

11. Posting of Transfers - Transfers initiated through NETTELLER before 6:00 p.m. (MST) on a business day (defined as Monday through Friday, holidays not included) are posted to your account the same day. Transfers completed after 6:00 p.m. (MST) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. NETTELLER identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View Postings screens in the Transfer menu options of NETTELLER will 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.

A. Electronic fund transfers initiated through NETTELLER, which would result in an overdraft of your account, may, at our discretion, be canceled;

B. In the event the electronic fund transfers initiated through NETTELLER which would result in an overdraft of your account are not canceled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

12. Stop-Payment Requests - NETTELLER allows you to: place a stop payment order request of up to six (6) months in duration. Any stop payment placed on the NETTELLER shall automatically expire at the time designated by you - not to exceed six (6) months from date of the placement of the stop payment order by you.

A. You agree to indemnify BANK against any loss for the amount of said check and all expenses, costs and consequential damages, if any, incurred by BANK because of refusing payment pursuant to your stop payment order. You agree not to hold BANK liable on account of payment contrary to your stop payment order if same occurs through inadvertence, accident or oversight, or if by reason of such payment other items drawn by the undersigned are returned insufficient. You agree that any stop payment placed on any check issued on your accounts designated on the Enrollment Form may be relied upon by BANK to have been placed by an agent of you duly authorized to place the stop payment, and BANK shall have no duty or obligation to verify either the authenticity of the stop payment order request or the authority of the person placing it.

B. You may initiate stop-payment requests online via NETTELLER only for paper checks you have written (non-electronically) on your BANK accounts. Online stop-payment requests are processed on real time basis on the date the stop payment has been entered online. To be effective, this type of stop-payment request must precisely identify the account number, name of the payee, the check number, the amount, the date of the check, and the reason for stop payment. BANK shall have no responsibility to determine the accuracy of such information. BANK shall provide you notice of the actual stop payment of a check by making such information accessible to you online via NETTELLER.

C. If you make your stop-payment request online we may also require you to put your request in the form of paper writing and get it to us within 14 days after you have made your online entry. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account. NETTELLER will prompt you to print the form, please sign it and mail it to MontroseBank, 16550 S. Townsend, Montrose, CO 81401, within the fourteen (14) days after your online request. If the form is not received by BANK your stop payment may be cancelled.

13. Periodic Statements - You will not receive a separate NETTELLER statement. Transfers to and from your accounts using NETTELLER will appear on the respective periodic paper statements for your BANK accounts.

14. Change in Terms - We may change any term of this Agreement at any time. If the change would result in increased fees for any NETTELLER 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 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the BANK NETTELLER web site and forward it to you by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject NETTELLER Services 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.

Your liability for unauthorized transactions in your accounts. You are responsible for notifying us of any changes that affect your account, such as a change in personal information, or if you wish to close or to terminate Internet Banking (NETTELLER) service with us.

Notify us at once if you believe another person has improperly obtained your online password. Also notify us if someone has transferred or may transfer money from your BANK deposit account without your permission, or if you suspect fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize. To notify us call or write any one of our branch locations listed on page 5 of this agreement.

If your online password has been compromised tell us AT ONCE. Telephoning us is the best way to keep your losses down.

Also, if your statement shows withdrawals or transfers that you did not make or authorize, please notify us at once. If you do not notify us promptly after the paper statement was sent to you, and we could have stopped someone from taking money if you had told us in time, you might not get back any money lost. Certain banking laws and regulations apply to these kinds of problems. Nothing in this document is meant to be contract to or supersede these laws and regulations.

15. Our liability for Failure to Make a Transfer - 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 when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

- A. If, through no fault of ours, you do not have enough money in your account to make a transfer.
- B. If a legal order directs us to prohibit withdrawals from the account.
- C. If your account is closed, or if it has been frozen.
- D. If 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.
- E. If you, or anyone authorized by you commits any fraud or violates any law or regulation.
- F. If any equipment of our NETTELLER system is not working properly and you knew about the problem or the problem should have been apparent to you when you started the transfer.
- G. If you have not provided us with complete and correct information.
- H. If you have not properly followed the on-screen instructions for using NETTELLER.
- I. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.
- J. We will not be liable for your indirect losses or consequential damages such as for lost profit opportunities.

Notify us at once if you believe another person has improperly obtained your online password. Phone MontroseBank at one of the above listed or below listed phone numbers.

16. 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 (see #20 below). An immediate telephone call to us is the best way to reduce any losses.

17. Disclaimer of Warranty and Limitation of Liability - We make no warranty of any kind, express or implied, in connection with the NETTELLER Services provided to you under this Agreement. We do not and cannot warrant that NETTELLER will operate without errors, or that any or all NETTELLER 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 services or products provided under this Agreement or by reason of your use of or access to NETTELLER, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or based on a warranty

If you do NOT notify us promptly after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you might not get back any money lost.

Also, if your paper statement shows transfers that you did not make, contact us at once. If you do not tell us within a reasonable amount of time after your paper statement was mailed to you, you may not get back any money you lost.

18. Your Right to Terminate - You may cancel your NETTELLER service at any time by providing us with written notice by postal mail or fax. Your access to NETTELLER will be suspended within 3 business days of our receipt of your instructions to cancel the service.

19. Our Right to Terminate - You agree that we can terminate or limit your access to NETTELLER Services, upon reasonable notice, for any reason in our sole discretion.

20. Communications Between the BANK and You - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- A. Telephone- Listed below
- B. Facsimile- Listed below
- C. Postal Mail - You can write to us at any location listed below
Attn: Nettleter
- D. Email – rpiatek@montrosebank.com
- E. In Person - You may visit us in person at any one of our locations:

MontroseBank Main
 200 N. Townsend
 Montrose, CO 81401 Phone (970) 249-3408 Fax (970) 249-4095

MontroseBank So. Branch
 16550 S. Townsend
 Montrose, CO 81401 Phone (970) 249-5641 Fax (970)-249-5712

SurfaceCreekBank Center
 945 S. Grand Mesa Dr.
 Cedaredge, CO 81413 Phone (970) 856-8600 Fax (970) 856-8666

DeltaBank Center
 1443 Mesa View Dr.
 Delta, CO 81416 Phone (970) 874-8600 Fax (970) 874-7333

NorthForkBank Center – Hotchkiss
 394 E. Bridge St.
 PO Box 600
 Hotchkiss, CO 81419 Phone (970) 872-4900 Fax (970) 872-4901

NorthForkBank Center – Paonia
 218 Grand Ave.
 Paonia, CO 81428 Phone (970) 527-5488 Fax (970) 527-5489

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above set forth.

“ACCOUNT HOLDER”

“BANK”

By _____

By _____

DATE _____

By _____

DATE _____

