



**YOUNG AMERICANS BANK**  
**3550 EAST FIRST AVENUE**  
**DENVER, COLORADO 80206**  
**(303) 321-2265**

## **YAB eBANK ACCOUNT TERMS AND AGREEMENT**

This agreement will describe the terms of usage and rules associated with YAB eBANK.

**WHAT IS YAB eBANK?:** YAB eBANK provides secure on-line access to your Savings, Checking, Certificate of Deposit accounts and Consumer Loans through the Internet. You will be able to view account information such as current balance, date of last deposit, and account activity for the current and previous statement cycles. In addition, you will be able to make transfers between your Young Americans Bank accounts, download account information, make person to person payments (P2P), make payments to loans originated by Young Americans Bank and pay bills electronically using CheckFree Bill Pay.

**MINIMUM REQUIREMENTS:** To begin using YAB eBANK all you need is a computer with Internet access. Acceptable Internet browsers include Internet Explorer 5.0 or greater from Microsoft Corporation or Netscape's Navigator 5.0 or greater. For best viewing result, set your screen resolution to 800 x 600 pixels.

**HOURS OF OPERATION:** The services of YAB eBANK are generally available 24 hours-a-day, 7 days a week, except during special maintenance and upgrade periods, which routinely are scheduled between 12:00 a.m. and 5:00 a.m. Monday mornings.

**BUSINESS DAY:** Business days are Monday through Friday. Holidays are not included.

**ACCOUNT ACCESS:** You will be allowed to access only those accounts in which you are the primary account holder, as designated by your Social Security Number. For example, you will not be able to access accounts for other members of your family.

**TRANSACTIONS ALLOWED:** You may view account information, view transaction history, transfer funds between internal deposit accounts, make payments from an internal deposit account to an internal consumer loan, make person to person payments (P2P), and can pay bills electronically using CheckFree Bill Pay (only available for checking accounts). You can also export transactions to Personal Financial Management applications such as Microsoft Money and Intuit's Quicken.

**SECURITY ACCESS:** Security is extremely important when it comes to your financial matters. We at Young Americans Bank go to great lengths to protect the confidentiality and security of your account and urge you to do the same. Your Internet privacy, security and authorized access are ensured through the use of 128-bit encryption and a password.

Once you sign this agreement you will need both an Access ID and a Password to access your account(s) through YAB eBANK. The bank will provide these to you, along with instructions for accessing your bank account. You will be required to define a Login ID, Password and Multifactor Authentication to use the service. Multifactor Authentication allows you to choose an authentication image, a pass phrase, and answer three security questions to significantly increase in your online banking security.

**PASSWORD:** Your password should be kept confidential. No Young Americans Bank representative will ever call and ask for your Access ID or Password. When you change your password it must meet certain requirements for YAB eBANK to accept it as a valid Password. The Password must be:

- At least 4 characters long,
- Have at least 1 alpha character and 1 numeric character,
- Cannot contain special characters including punctuation marks,
- Cannot be similar to an old password,
- Cannot read the same backwards and forwards.

Please note that your access ID and Password are case sensitive. Passwords do not expire but you may change it anytime. For security purposes, if you enter the incorrect Password 4 times you will be locked out of the system and must contact a Bank representative to reset your Password.

You agree not to allow anyone to gain access to YAB eBANK or let anyone know your Password. You agree to assume responsibility for all transactions initiated through YAB eBANK with your Access ID and Password, up to the limits allowed by applicable law. While Young Americans Bank provides our customers with the level of on-line security we believe necessary and appropriate, customers who share their Access ID and Password are giving up the full benefit of our security measures and legal protection to which they may be entitled.

If your Password has been lost or stolen, call the bank immediately at 303-321-2265, between the hours of 10:00 a.m. and 5:00 p.m. Mountain Standard Time Monday through Friday and 10:00 a.m. and 3:00 p.m. Mountain Standard Time on Saturday. Telephoning the bank is the best way to minimize your risk. You may also secure your YAB eBANK account by immediately changing your Password. If you believe your Password has been lost or stolen and you notify us within two business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your Password to conduct unauthorized transaction(s) without your permission. If you do NOT notify us within two business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password to conduct unauthorized transaction(s) without your permission if you had told us, you could lose as much as \$500.00.

**STATEMENTS:** You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account or the type of activity.

**IN CASE OF ERRORS OR QUESTIONS ABOUT TRANSACTIONS:** If you think your statement is wrong or you need more information about a transaction listed on your statement, telephone us as soon as you can at:

(303) 321-2265      or write to:      Young Americans Bank  
3550 East First Avenue  
Denver, Colorado 80206

In any case we must hear from you no later than sixty (60) days after we sent the first statement on which the problem or error appeared. When you contact us:

1. Tell us your name and your account number.
2. Describe the error or transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information: and
3. Tell us the dollar amount of the suspected error and the date on which it occurred.

If you give us this information orally, we may require that you follow up by sending us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days (20 business days for new accounts) after we first hear from you. If during that period we find we have made an error, we will correct it promptly.

If we need more time, however, we may take up to forty-five (45) days (90 days for new accounts, point of sale and foreign initiated transactions) to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If you made your inquiry orally and we asked you to put your complaint or question in writing, it must be in our hands within ten (10) business days or we may not re-credit your account.

If we find from our investigation that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

**LIMIT OF BANK'S RESPONSIBILITY:** Young American's Bank will make reasonable efforts to ensure that YAB eBANK is working properly. We will be responsible only for those transactions sent through YAB eBANK, which are actually received, and cannot assume responsibility for circumstances over which the bank has no direct control. This includes but is not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send. Young American's Bank is not responsible for any losses should you give incorrect instructions or your instructions do not allow for a timely posting. In addition, we will not be responsible for your losses if:

1. You do not have enough money in your account to make a transfer;
2. Circumstances beyond our control (e.g. fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken;
3. There is a hold on your account, or if access to your account is blocked in accordance with bank policy;
4. Your funds are subject to legal process or other encumbrance restricting a transfer;
5. You have not properly followed instructions to make the transfer;
6. We have a reasonable basis to believe that unauthorized use of Password or account has occurred or may be occurring, or if you default under this agreement, or other agreement with the Bank, or if you or we terminate this agreement.

Any information you receive from the Bank is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. Young Americans Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any decision made using this information.

Young Americans Bank is not responsible for any fees for Internet access, or for any computer virus or related problems that may be attributed to any services provided by an Internet Service Provider (ISP). You are responsible for obtaining, installing, maintaining and operating all computer hardware and software necessary for YAB eBank. Young Americans Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

The limit of the Young Americans Bank's liability shall be expressly set forth herein. Under no circumstances will the Bank be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use YAB eBANK you agree to waive any and all right to aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

**Electronic Mail (email):** If you send the Bank an electronic mail message through YAB eBANK, we will be deemed to have received it on the following Business Day. Please note that emails are not secure communication and inclusion of confidential information such as account numbers and social security numbers is not recommended.

You should not rely on electronic mail if you need to communicate with the Bank immediately to report an unauthorized transaction on your account(s) or if your Password has been lost or stolen.

You agree that the Bank may respond to you by electronic mail with regard to any matter related to YAB eBANK or in response to an email from you. Any such electronic mail sent to you by the Bank shall be considered received within three (3) days of the date sent regardless of whether or not you sign on to YAB eBANK within that time frame.

**OTHER TERMS AND AGREEMENTS:** In addition to this agreement, if you decide to enroll into Mobiliti, Person to Person payments (P2P) or CheckFree Bill Pay, you will need to agree to the terms and conditions provided online at the time of sign-up.

**OTHER RULES AND REGULATIONS:** In addition to this agreement, you and Young Americans Bank agree to be bound by and comply with the requirements of the initial account agreement titled "Account Rules and Regulations" and the current "Rates and Fees" with respect to each of your accounts(s).

**MODIFICATIONS TO THIS AGREEMENT:** Young Americans Bank may modify the terms and conditions applicable to YAB eBANK from time to time upon mailing or delivering a notice of the modifications to you at the address shown on your account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this agreement and your use of YAB eBANK in whole or in part at any time without prior notice.

**ACKNOWLEDGEMENT:** I / we agree to be bound by and comply with the requirements in this agreement for access to YAB eBANK. Our use of YAB eBANK further demonstrates our acknowledgement that I/we have received this agreement and intend to be bound by them.

Account Number(s): \_\_\_\_\_

Name of Account Holder (Youth): \_\_\_\_\_ Signature: \_\_\_\_\_

Name of Account Holder (Sponsor): \_\_\_\_\_ Signature: \_\_\_\_\_

Name of Account Holder (Sponsor): \_\_\_\_\_ Signature: \_\_\_\_\_