



(303) 321-2265



ACCOUNT RULES & REGULATIONS

All banks are required by federal regulation to provide this information to their customers. As you read through it, you may have questions. Our staff members will be able to answer your questions.

ACCOUNT RULES & REGULATIONS

All Accounts at the Young Americans Bank are subject to the applicable Rules and Regulations of the Denver Clearing House Association, the Federal Reserve Board, the Federal Deposit Insurance Corporation, the Depository Institutions Deregulation Committee, Federal and State laws, and Bank policy.

ACCOUNT SPONSORS: Accounts for individuals under the age of 18 will require a Sponsoring Adult. The Sponsoring Adult must accept full responsibility for the Account and their signature must appear on all contracts with the Bank (unless they have executed a Sponsoring Adult Guaranty Agreement)including checks drawn on the Account, endorsements on checks being cashed and deposited, and on requests for less cash on deposit transactions.

JOINT ACCOUNTS: All funds deposited in joint Accounts by any joint owner may be withdrawn by any of the joint owners. In the event of the death of any of the owners, the balance of the Account shall become the absolute property of the surviving owners.

CUSTODIAL ACCOUNTS: Accounts for individuals under the age of 24 that is managed by a partnering organization. The partnering organization must accept full responsibility for the account and their signature must appear on all contracts with the Bank. All funds deposited in these accounts can be withdrawn by the partnering organization. Other withdrawals could be subject to partnering organizations terms and conditions.

SERVICE CHARGES: Personal and business Accounts may be subject to service charges. Service charges may be avoided with the maintenance of minimum balances. Current service charge information is available in the lobby of the Bank.

MISCELLANEOUS CHARGES: The Bank retains the right to charge fees for special handling such as stop payments orders, overdrafts, etc. A schedule of current charges is available in the lobby of the Bank.

CUSTOMER'S RESPONSIBILITY: The depositor shall be responsible to notify the Bank of any change in address. For the security of our customers, if mail is returned undeliverable to the bank, all customer accounts with the undeliverable address will have their access suspended until the address is updated. Additionally, the depositor must notify the Bank immediately of loss or theft of their account.

BANK'S LIABILITY: The Bank shall not be deemed responsible for, or be subject to any liabilities to its customers other than those imposed upon it by law for its own lack of good faith, or its own failure to exercise ordinary care.

RIGHT OF OFFSET: You agree that we may (without prior notice and when permitted by law) set-off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set-off a debt against the account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

FUNDS AVAILABILITY

Our general policy is to allow you to withdraw funds deposited in your account on the first business day after the day we receive your deposit. In some cases, we may delay your ability to withdraw funds beyond the first business day.

LONGER DELAYS MAY APPLY: In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2) business day after the day of your deposit. However, the first \$200 of your deposit will be available on the first business day after we receive your deposit.

If we are not going to make all of the funds from your deposit available on the first business day after we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.
- For the first 30 days after your account is opened.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7) business day after the day of your deposit.

SAVINGS ACCOUNTS

NOT TRANSFERABLE: Savings Accounts are not transferable except on the books of the Bank. They may not be transferred, assigned, or pledged as collateral without acceptance and approval by the Bank.

STATEMENT OF ACCOUNT: The depositor shall receive a statement of account at least quarterly. The statement shall be deemed accurate unless the depositor notifies the Bank of any discrepancies within 60 days of receipt of the statement.

DEPOSITS: Checks or drafts deposited to the Account shall be subject to the Bank's Funds Availability policy as previously disclosed. In receiving items for deposit or collection, the Bank acts only as the depositor's collecting agent and assumes no responsibility beyond the exercise of due care. The Bank and its correspondents may send deposited items for collection or payment directly to the financial institutions on which they are drawn or through any Federal Reserve Bank or correspondent bank. The Bank will not be liable for default or negligence of its correspondents, or for losses in transit, and each correspondent shall not be liable except for its own negligence.

WITHDRAWALS and TRANSACTION LIMITATIONS: Withdrawals are permitted only by the individuals authorized to sign on the Account. The Bank reserves the right to require seven (7) days notice, in writing, of the intent to withdraw all or part of the funds on deposit.

No more than six (6) withdrawals or transfers are allowed per month, or the bank is required to convert the account to a checking account. Withdrawals or transfers include pre-authorized withdrawals, automatic transfers, or telephone transfers. An unlimited number of withdrawals can be made in person.

BALANCE REQUIREMENTS: A \$5.00 deposit is required to open a savings account.

INTEREST: Simple interest is compounded daily and paid quarterly. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest will accrue from the date of deposit on all funds in the account. Current

Revised: May 22, 2018

interest rate and annual percentage yield information is posted in the bank lobby and is available from a Financial Services Representative. The interest rate and annual percentage yield are subject to change at any time. The interest rate is determined by a comparison to rates being paid by other local financial institutions. When an account is closed, interest accrued to the date of closing will be paid.

FEES: Fees are charged on Savings accounts for the first ATM Card ordered (Startup ATM Card Fee), ATM transactions, charge-back items (checks you deposited that have been returned unpaid). There is also a charge for special order deposit slips. There is a monthly service charge on inactive accounts (accounts that have not been used for at least three years and have a balance of less than \$100). There is an annual charge for dormant accounts (accounts that are inactive and the bank has lost contact with the customer. Lost contact means mailed documents i.e. bank statements, letters or birthday cards have been returned to the bank). Current fees are posted in the bank lobby. See separate disclosure for current minimum opening deposit requirement and amounts of fees.

SOCIAL SECURITY NUMBERS/TAXPAYER IDENTIFICATION NUMBERS: SS#'s and TIN's must be provided at the time of account opening, otherwise all monies will be deposited in a non interest bearing account until the number is provided.

STUDENT ACCOUNT PROGRAM: This is a special program designed for partner schools with limited withdrawals and no inactive fees or dormant fees. See separate disclosure for complete details of the program.

CHECKING ACCOUNTS

NOT TRANSFERABLE: Checking Accounts are not transferable except on the books of the Bank. They may not be transferred, assigned, or pledged as collateral without acceptance and approval by the Bank.

STATEMENT OF ACCOUNT: The depositor shall receive a statement of account at the least monthly. The statement shall be deemed accurate unless the depositor notifies the Bank of any discrepancies within sixty (60) days of receipt of the statement.

DEPOSITS: Checks or drafts deposited to the account shall be subject to the bank's Funds Availability policy as previously disclosed. In receiving items for deposit or collection, the Bank acts only as the depositor's collecting agent and assumes no responsibility beyond the exercise of due care. The Bank and its correspondents may send deposited items for collection or payment directly to the financial institutions on which they are drawn or through any Federal Reserve Bank or correspondent bank. The Bank will not be liable for default or negligence of its correspondents, or for losses in transit, and each correspondent shall not be liable except for its own negligence.

CHECKS AND WITHDRAWALS: We pay checks or other items drawn on your account in order of smallest to largest amount, unless otherwise requested by authorized signers. Withdrawals are permitted only by the individuals authorized to sign on the Account.

BALANCE REQUIREMENTS: A \$10.00 deposit is required to open a checking account. No minimum balance is required. Your first Debit card or ATM card is free. A fee will be charged for check orders.

FEES: There is no monthly service charge associated with the checking account. The Bank may charge an overdraft fee for overdrafts that are created by check, in-person withdrawal or by other electronic means. Whether your overdraft will be paid is discretionary and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing or you are not making regular deposits, or you have too many overdrafts. We will charge you a fee of up to \$12 each time we pay an overdraft. The maximum number of overdraft fees we can charge you for overdrawing your account is 3 per day. Additional fees are charged for printed check orders, for the first ATM Card ordered (Startup ATM Card Fee), ATM transactions, stop payment orders, and charge-back items (checks you deposited that have been returned unpaid). Current fees are posted in the bank lobby. See separate disclosure for current minimum opening deposit requirement and amounts of fees.

MISCELLANEOUS: The Bank may decline to receive any deposit, and may at its option require any depositor to withdraw any part of the funds in the depositor's Account. The Bank reserves the right to offset against Checking Accounts to satisfy any indebtedness the depositor now has with the bank, or may have in the future.

INTEREST: No interest is earned on checking accounts.

CERTIFICATES OF DEPOSIT

NOT TRANSFERABLE: Certificates of Deposit are not transferable except on the books of the Bank. They may not be transferred, assigned, or pledged as collateral without acceptance and approval by the Bank.

STATEMENT OF ACCOUNT: The depositor shall receive a maturity notice prior to the maturity of the Certificate. All Certificates are automatically renewable and will renew for a like term at the prevailing interest rate in effect at the time, unless the depositor redeems the Certificate on the maturity date or within the ten calendar day grace period following maturity.

BALANCE REQUIREMENTS: A Certificate of Deposit may be purchased in the amount of \$100.00 or more. No additional deposits are permitted prior to maturity of the Certificate.

INTEREST: Simple interest is compounded daily, and paid quarterly and on the date of maturity. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest will accrue from the date of deposit on all funds in the account. Current interest rate and annual percentage yield information are posted in the bank lobby and are available from a Financial Services Representative. The Annual Percentage Yield quoted assumes that funds remain on deposit until maturity; early withdrawal will reduce the earnings.

The interest rate and annual percentage yield are subject to change at any time. The interest rates are determined by a comparison to rates being paid by other local financial institutions.

EARLY WITHDRAWAL: Federal regulations require the Bank to impose a penalty for funds withdrawn prior to the maturity date of the Certificate. When a time deposit, or any portion thereof, is paid before maturity, the penalty for early withdrawal will be calculated as follows:

- A. Two-year Certificates of Deposit shall forfeit three month's interest at the contract rate of the Certificate.
- B. 6-month and 1-year Certificates of Deposit shall forfeit one month's interest at the contract rate of the Certificate.

Withdrawals are permitted without penalty when any of the Certificate owners die or is declared mentally incompetent.

ELECTRONIC FUNDS TRANSACTIONS (EFT) DISCLOSURE

These Rules and Regulations describe how to use ATM (Automated Teller Machine) and VISA Debit /ATM Cards (Debit Card), and explain your rights and responsibilities as an EFT customer. The methods of allowed EFT transactions include ATM withdrawals or transfers, VISA Debit Card signature based point-of-sale transactions, PIN point-of-sale, preauthorized credits, preauthorized withdrawals, electronic check conversion, and Internet banking (YAB eBank).

When you signed your Young Americans Bank signature card you agreed to be bound by the terms and conditions of these Rules and Regulations concerning EFT transactions. Your use of EFT services will also indicate that you agree to these terms. In addition, since EFT transactions offer you another way to use your Young Americans Bank Checking and Savings Accounts, services are also governed by our Rules and Regulations governing those accounts. This includes transaction limits on savings accounts as stated above.

YOUR ATM or DEBIT CARD AND PIN: You have received a special plastic card which has been encoded for you with your own secret Personal Identification Number (PIN). You need both the card and the PIN to make ATM transactions. Because anyone who has the card and the PIN can use an ATM machine to make ATM transactions for which you may be liable, you should guard the secrecy of your PIN. We suggest you memorize the PIN. You agree not to write it on your ATM or Debit Card and not to keep it any place where it may be found with your card.

If you have a Debit card you are also allowed to make signature based point-of-sale transactions anywhere VISA is accepted. These transactions will be processed electronically; the transaction amount will be automatically deducted from your checking account.

ACCOUNTS ON WHICH YOU MAY USE EFT SERVICES: For ATM transactions, your card and PIN may be used to make ATM transactions on one Young Americans Bank Checking Account and/or one statement Savings Account. (If you have more than one Checking Account or Savings Account on

Revised: May 22, 2018

which you want ATM Services, you must request another card and PIN for those accounts). For Debit card transactions, your card may be used to make signature-based point-of-sale or PIN point-of-sale transactions on one Young Americans Bank Checking Account.

USING ATM SERVICES: During the hours that an ATM machine is accessible to the general public, you may use your card and PIN at the machine for the following purposes, subject to the machine’s operational limitations, and to the extent allowed by law and these Rules and Regulations:

1. **Cash withdrawals: You may use your card and PIN to obtain cash withdrawal from a designated account.**
2. **Transfers: you can use your card and PIN at any ATM terminal within Colorado to transfer money between your designated accounts.**

LIMITS ON EFT TRANSACTIONS: Young Americans Bank will not be required to complete a withdrawal, transfer, or transaction if you do not have enough collected funds in your account to cover the transaction plus any fees associated with the transaction. You understand that your cash withdrawal limit for ATM transactions is \$100 per 24-hour period. Saturday and Sunday count as one 24-hour period. The cash back limit at participating retailers for PIN point-of-sale is \$100. In addition, you understand for Debit Card transactions your open-to-buy limit (the amount of authorized transaction holds on your available balance) is \$500. The open-to-buy limit is replenished to the limit as transactions are posted to your account.

You also agree not to use your card for a transaction that would cause the balance in a designated account to go below zero, or that would cause a withdrawal or transfer from a type of account that you do not have or from an account that is not designated. We are not required to complete any of those types of transactions, but if we do, you agree to pay us the excess amount immediately upon request.

We may also limit or refuse to complete EFT transactions when we have to for security reasons.

CHARGES FOR EFT SERVICES AND TRANSACTIONS: We do not charge an annual fee for issuance of your ATM card and Debit Card. We do however, charge a Fee for your first ATM Card that is ordered (which is a Startup ATM Card Fee). We may charge other fees for reissue, replacement, and usage of the card as well as reissue or replacement of Personal Identification Numbers (PIN) as shown on the current schedule of fees and charges for ATM cards and Debit Cards posted in the Young Americans Bank lobby. If you do not use your ATM card within a 12 month period, then it will go inactive and be deleted from our system. This means that you would be charged a reissue fee for another ATM card ordered.

Furthermore, 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). You are allowed 2 free ATM transactions per month from Young Americans Bank, after the 2nd ATM transaction you will charged a \$1.50. You may also be charged an International Service Assessment (ISA) fee of 1% of the transaction for transactions made with your Debit card outside of the United States.

We also remind you that in accordance with our Rules and Regulations governing deposit accounts you must pay overdraft charges on your Checking Account.

ELECTRONIC CHECK CONVERSION: Your check can result in an electronic funds transfer. This can happen in several ways. For example, you can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer. In addition, at the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event the check is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer.

Your authorization to make these types of electronic funds transfer may be expressed in writing or implied through the posting of a sign.

ACKNOWLEDGEMENTS: You will receive a printed acknowledgement for transactions made with your ATM or Debit Card at an ATM machine. In addition, you may receive a receipt from the merchant when you use your Debit Card for signature based point-of-sale or PIN based point-of-sale transactions. If you make a withdrawal, transaction, or transfer, the amount shown on the acknowledgement as withdrawn, transferred, or transacted has been immediately and automatically charged or held against your available balance in your account.

Under the rules of the National Automated Clearing House Association (NACHA), which are applicable to ACH (i.e. preauthorized withdrawals and preauthorized credits) transactions involving your account, Young Americans Bank is not required to give you next day notice to you of receipt of an ACH item and the bank will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

For preauthorized credits and preauthorized withdrawals, you may call the bank at 303-321-2265 during business hours to verify the receipt or withdrawal from your account.

PROVISIONAL PAYMENT: Credit given by Young Americans Bank to you with respect to automated clearing house entry is provisional until the bank receives final settlement for such entry through the Federal Reserve Bank. If the bank does not receive such final settlement, you are hereby notified and agree that the bank is entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

PERIODIC STATEMENTS: If you have a Savings Account or a Checking account you will receive monthly account statements, which will reflect any EFT transactions during the statement period, or quarterly statements on Savings Accounts if no EFT transactions exist.

RESPONSIBILITY FOR TRANSACTIONS: You are responsible for all EFT transactions made by you or anyone else who uses your card and/or PIN with your knowledge or consent. You are also responsible for unauthorized use of your card and/or PIN to the full extent allowed by applicable federal and state law. In addition, any person other than yourself who uses your card and/or PIN is responsible for all transactions he makes and for all transactions made by others with his permission. This does not limit your own responsibility.

REPORTING UNAUTHORIZED USE: Tell us IMMEDIATELY if you believe your card and/or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your designated account(s).

If you tell us within two (2) business days after you learn of the loss of theft of your card and/or PIN, you can lose no more than (\$50) if someone used your card and/or PIN without your permission. Under State law, if the unauthorized use occurs through no fault of the account holder, no liability shall be imposed on the account holder.

If you do NOT tell us within two (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 or PIN without your permission if you had told us, you could lose the lesser of fifty dollars (\$50) as prescribed by state law, or as much as five-hundred dollars (\$500) as prescribed by federal regulation.

If your statement shows transfers or transactions that you did not make, tell us immediately. Should you not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend these time periods.

If you believe that your card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account(s) without permission, call or write us at the telephone number and address given above in the explanation on errors and inquiries.

BUSINESS DAYS: Our business days are Monday through Saturday. Holidays are not included. (Saturday is not included as a business day for our Funds Availability policy.)

DISCLOSURE OF INFORMATION ABOUT YOUR EFT TRANSACTIONS: In the ordinary course of business we may disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers or resolving errors involving transfers;
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant;
3. In order to comply with government agency or court orders; or
4. If you give us your written permission.

LIMITATIONS ON OUR RESPONSIBILITY TO YOU: We make every effort to ensure that your EFT transactions are completed on time and in the correct amount and we maintain procedures to prevent any interruption or problems in service. If you properly instruct us to perform an EFT transaction involving a designated account and we do not complete it timely or correctly, and we have agreed to perform it, with certain exception we will be liable by law for your losses and damages. However, we will not be responsible for failing to complete a transaction:

Revised: May 22, 2018

1. If your account does not contain enough collected funds to cover the transaction;
2. If the use of the funds in your account is restricted by legal process or other encumbrances;
3. If you are trying to make a withdrawal and the ATM terminal you are using does not have enough cash;
4. If the ATM or point-of-sale terminal was not working properly and you knew or should have known about the breakdown when you started the transaction;
5. If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken;
6. If your ATM or Debit Card has deteriorated or has been damaged so that it does not function properly;
7. If your card and/or PIN have been reported lost or stolen;
8. If we have reason to believe that you or someone else is using EFT services for fraudulent or illegal purposes;
9. If you try to make a withdrawal or transfer from a type of account that you do not have or have not designated; or
10. If either you or we have terminated this agreement.

There may also be other exceptions to our liability provided by applicable law.

TERMINATING EFT SERVICES: You can terminate the EFT services either by closing your designated account(s) or by notifying us in writing and no longer using your card and/or PIN at any terminal or merchant. If more than one person is authorized to use EFT services on your designated accounts, or if another person has your card and/or PIN, we cannot stop that person from making transactions on your account(s) without terminating your EFT services. You agree to allow us twenty-four (24) hours to terminate EFT services after you give us notice. You remain responsible for EFT transactions during this time.

We can also terminate your EFT services at any time for any reason and without notice. For instance, we may decide to discontinue EFT services entirely, or we may terminate your EFT privileges for security reasons. Or, if you do not use your card and/or PIN for a year, we may terminate your EFT privileges for that reason.

YAB eBANK ACCOUNT TERMS:

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.

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.

Revised: May 22, 2018

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.

IN CASE OF ERRORS OR QUESTIONS ABOUT EFT TRANSACTIONS: If you think your statement or acknowledgment is wrong, or you need more information about a transaction listed on the statement or acknowledgment, telephone us as soon as you can at:
(303)321-BANK 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, your ATM or Debit Card account number, and the account number of the designated account;
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; and
3. Tell us the dollar amount of the suspected error.

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 recredit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If 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 recredit 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.

CHOICE OF LAW: Young Americans Bank may accept on your behalf payments to your account which have been transmitted through one of more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Colorado as provided by the operating rules of the National Automated Clearing House Association (NACHA), which are applicable to ACH transactions involving your accounts.

CHANGE OF TERMS: We can change the terms of the Rules and Regulations any time. If the change restricts, limits, or reduces your rights under the Rules and Regulations, we will give you twenty-one (21) days notice by mail sent to the most recent address you have given us.

However, if we must make an immediate change for security reasons, we will make the change first and let you know no later than thirty (30) days after we make the change.

NOTICES: All notices from us will be effective from the time we mail or deliver them to the last address we have for you in our records.

COLLECTION EXPENSES: If we ever have to file a lawsuit to collect money which is due to us because of your EFT transactions, you will pay our reasonable expenses, including reasonable attorney’s fees.

PRE-AUTHORIZED WITHDRAWALS: You may make arrangements to pay certain recurring bills from your Checking or Savings accounts.

UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notice is to inform you, as a commercial customer of Young Americans Bank, that restricted transactions are prohibited from being processed through your account or relationship with our institution. Restricted transactions are transactions in which a person or business entity accepts credit, funds, instruments or other proceeds from another person or business entity in connection with unlawful Internet gambling. By maintaining an account with our institution, you certify that you do not engage in Internet gambling and you agree to notify us if your account is ever used for Internet gambling of any kind, even if you believe the activity to be legal. If you do not, we may terminate your access to various payment methods or close your account.

STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS

RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO: If you told us in advance to make a regular payment out of your account, you can stop any of these payments. Here is how:

1. Call or write us at the telephone number or address listed in this brochure in time for us to receive your request three (3) 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 fourteen (14) days after you call.
2. A fee will be charged for each stop payment order you give.

NOTICE OF VARYING AMOUNTS: If these regular payments may vary in amount, the person you are going to pay will tell you, ten (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 PRE-AUTHORIZED TRANSFER: If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

OUR 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 the transfer would go over the credit limit on your Personal Line of Credit.
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 we have taken.
6. There may be other exceptions in our agreements with you.