

Boulder Valley Credit Union Internet Banking Agreement and Disclosure

This Agreement governs the use of Boulder Valley Credit Union's Internet Banking Service, jointly referred to as the "Service," provided by Boulder Valley Credit Union, also referred to as "Boulder Valley Credit Union." By using the Service to conduct transactions, you agree to the terms of this Agreement.

Definitions

As used in this Agreement, "account" and "accounts" mean the Boulder Valley Credit Union account in which you are either the owner or joint owner. "Loan account" and "loan accounts" mean any loan you have with the Credit Union. "You," "your," and "yours" mean the person(s) using the Service. "We," "our," us," and "Credit Union" refer to the individual Credit Union (Boulder Valley Credit Union) that holds your accounts.

Required Equipment

In order to use the Internet Banking Service, you need a computer (in this Agreement, your computer and the related equipment are referred to together as your "Computer") with a web browser (either Netscape Navigator 4.0 or higher, Microsoft Internet Explorer 4.0 or higher), a member number, and Internet Banking Access Code/Password. The Internet Banking Access Code/Password is the confidential personal identification number you use to access your account(s) through Internet Banking.

You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. Boulder Valley Credit Union is not responsible for any errors or failures from any malfunction of your Computer, the browser or the software. Boulder Valley Credit Union is also not responsible for any Computer virus or related problems that may be associated with the use of an online system.

The Service

To use Internet Banking, you must have at least one Boulder Valley Credit Union personal share account and an Internet Banking Access Code/Password. Through Internet Banking, you will have access to any of your Boulder Valley Credit Union share accounts or loan accounts. Boulder Valley Credit Union reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances.

Description of Internet Banking

The Service allows you to perform some or all of the following functions from your Computer:

Online Account Access Functions and Limitations of Transfers

You may use Internet Banking to (a) transfer funds between your accounts; (b) obtain account balances; (c) obtain history and transaction information on your accounts; and (d) obtain loan account balance information. These features are limited to the extent, and subject to the terms, noted below.

i. Your ability to transfer funds between certain accounts is limited by federal law and the Deposit Agreement. You should refer to the Deposit Agreement for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Internet Banking Service are counted against the

permissible number of transfers described in the Deposit Agreement.

ii. There may be at least a one-business-day delay in transferring funds between your accounts. Except as provided in this Agreement, all Internet Banking transaction instructions received by 7:00 p.m. EST will be completed that business day. Any instruction received after 7:00 p.m. EST will be completed the next business day.

iii. Transactional information for your accounts will be available from Internet Banking for a maximum of three statement cycles from the date of inquiry.

Personal Identification Number and Security

Your Internet Banking Access Code/Password is required to access Boulder Valley Credit Union's Internet Banking functions. You agree not to give or make available your Internet Banking Access Code/Password to any unauthorized individual. If you believe your Internet Banking Access Code/Password has been lost or stolen, someone has attempted to use the Internet Banking Service without your consent, your deposit account(s) or loan account(s) have been accessed, or someone has transferred money without your permission, you must notify Boulder Valley Credit Union immediately (see Contact Information below). Boulder Valley Credit Union does not maintain a record of your Internet Banking Access Code/Password. If you lose or forget your Internet Banking Access Code/Password, contact Boulder Valley Credit Union immediately so that you may select a new confidential Internet Banking Access Code/Password.

Your Liability for Unauthorized Transfer

Tell us AT ONCE if you believe your account information and/or Internet Banking Access Code/Password have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit and open-end credit). If you believe your account information and/or Internet Banking Access Code/Password has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your account information and/or Internet Banking Access Code/Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your account information and/or Internet Banking Access Code/Password, and we can prove we could have stopped someone from using your account/and or Internet Banking Access Code/Password without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time.

Errors and Questions

Telephone us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Your inquiry must include:

1. Your name and account number,
2. A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information,
3. The dollar amount of the suspected error, and
4. The date of occurrence.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will generally tell you the results of our investigation within 10 business days of the receipt of your complaint or question (20 business days if the transaction involved an account opened within the past 30 days). If we need more time, however, we may take up to 45 days. If we decide there was no error, we will send you a written explanation within three business days after we

finish our investigation. You may ask for copies of the documents that we used in our investigation.

Data Recording

When you access Internet Banking to conduct transactions, the information you enter may be recorded. By using Internet Banking, you consent to such recording.

No Signature Required

When using Internet Banking to conduct transactions, you agree that the Credit Union may debit your account to complete the transactions, or honor debits you have not signed.

Disclosure of Account Information to Third Parties

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

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

Charges

You will not be charged for the "view accounts", or "transfer funds" features of Boulder Valley Credit Union's Internet Banking. NOTE: Your accounts and loan accounts are still subject to the fees, charges, balance requirements, etc. articulated in the Deposit Agreement and Loan Agreement.

Alterations and Amendments

The terms of this Agreement, applicable fees, and service charges may be altered or amended by Boulder Valley Credit Union from time to time. In such event, Boulder Valley Credit Union shall send notice to you either at your address as it appears on Boulder Valley Credit Union's records or by online notice through Internet Banking. Any continuation of Internet Banking after Boulder Valley Credit Union sends you a notice of change will constitute your agreement to such change(s). Further, Boulder Valley Credit Union may, from time to time, revise or update the Boulder Valley Credit Union program, services, and/or related material(s) rendering such prior versions obsolete. Consequently, Boulder Valley Credit Union reserves the right to terminate this Agreement as to all such prior versions of the Boulder Valley Credit Union programs, services, and/or related material(s) and limit access to Boulder Valley Credit Union's more recent versions and updates

Address Changes

You agree to promptly notify Boulder Valley Credit Union, in writing, of any address change.

Termination or Discontinuation

The use of Internet Banking does not require enrollment on your behalf; therefore, termination of Internet Banking by you is done by not accessing or using the Service. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

Payee Limitation

Boulder Valley Credit Union reserves the right to impose a frequency or dollar limit on or refuse to make any payment you have directed. Boulder Valley Credit Union is obligated to notify you

promptly if it decides to refuse to complete your payment instruction. This notification is not required if you attempt to make payments which are prohibited under this Agreement.

Disputes

In the event of a dispute regarding Internet Banking, you and Boulder Valley Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and Boulder Valley Credit Union, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Boulder Valley Credit Union relating to the subject matter of this Agreement. If there is a conflict between what one of Boulder Valley Credit Union's employees says and the terms of this Agreement, the terms of this Agreement have final control.

Assignment

You may not assign this Agreement to any other party. Boulder Valley Credit Union may assign this Agreement to any present or future, directly or indirectly, affiliated company. Boulder Valley Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties

No Waiver

Boulder Valley Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Boulder Valley Credit Union. No delay or omission on the part of Boulder Valley Credit Union in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Disclaimer / Limitation of Liability

Due to the nature of internet communications, any transmissions you elect to make electronically are necessarily accomplished through open network data lines and other equipment outside the direct control of the credit union. As such, BOULDER VALLEY CREDIT UNION IS NOT ABLE TO PROVIDE ANY WARRANTIES OF ANY KIND WITH RESPECT TO YOUR USE OF THE INTERNET BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES RELATED TO: POSSIBLE LOSS, CURRUPTION OR INTERCEPTION OF DATA; LOSS OR DAMAGE TO EQUIPMENT AND/OR SOFTWARE; SYSTEM RESPONSE TIMES; SYSTEM AVAILABILITY; ACCESS DELAYS AND ACCESS INTERRUPTIONS; COMPUTER VIRUSES; AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTEIS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, IN NO EVENT SHALL BOULDER VALLEY CREDIT UNION OR ITS OFFICERS, DIRECTORS, EMPLOYEES AND/OR AGENTS BE HELD LIABLE IN ANY MANNER WHATSOEVER FOR ANY LOSS OR INJURY TO YOU ARISING OUT OF OR FROM THIS AGREEMENT OR YOUR USE OF THE INTERNET BANKING SYSTEM, INCLUDING BUT NOT LIMITED TO ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES REGARDLESS OF THE THEORY UPON WHICH SUCH DAMAGES ARE BASED EVEN IF BOULDER VALLEY CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL SUPERCEDE ALL OTHER AGREEMENTS BETWEEN YOU AND THE CREDIT UNION, IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THIS DISCLOSURE AND ANY SUCH OTHER AGREEMENT (S).

Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Governing Law

This Agreement shall be governed by the laws of the jurisdiction in which the Credit Union is located and by applicable Federal laws and regulations.

Federal Disclosure

You agree to accept this disclosure online rather than a paper disclosure. We recommend you print the entire Agreement and Disclosure for your records. If you are unable to print this, please request a paper disclosure to be mailed to you.