

## Online Statement Enrollment Client Notification Agreement Effective 11/2/2016

### **PLEASE READ THIS AGREEMENT CAREFULLY BEFORE REGISTERING FOR THIS SERVICE.**

Bank Midwest, Community Banks of Colorado, and Hillcrest Bank, are divisions of NBH Bank (the "Bank") Online Statement ("the Service") is provided by the Bank ("we", "our", and "us"). Access to the Service and use of the Service is subject to all applicable federal, state and local laws and regulations. Unauthorized use of the Service or information accessed via the Service is strictly prohibited.

### **INTRODUCTION**

We are delighted that you are considering enrolling Online Statements. After you read the following information, you may consent to receive Bank Online Statements to replace your mailed paper statement with an electronic version that you can view, save to your computer or print at your convenience. Your Online Statement will replace all of your future paper account statements. You will also be consenting to electronic delivery of account-related notices and other regulatory information that you would normally receive in the envelope with your paper account statements (collectively, "Regulatory Inserts").

The receipt and use of Online Statements requires that you have access to a computer (i) with an active internet connection and required browser; (ii) from which you can access your personal e-mail; and (iii) in a location where you are comfortable viewing personal financial information. It is not recommended that you use a computer to which other individuals or members of the general public also have access ("Public Computer") because of an increased information security risks and the increased likelihood that your confidential information may be made available to others. Although not necessary for review of Online Statements, having a computer that is private allows you to download your Online Statements and save them to the hard drive. Finally, having a printer available is also not necessary, but helpful. If you meet these criteria, Online Statements may be right for you.

E-mail delivery of the notification for your account statement(s) can offer significant advantages in terms of speed and convenience. Generally, we can deliver Online Statements to you within three days of the end of the statement period. You will be able to print Online Statements in print-friendly Portable Document Format ("PDF"), provided that your computer has a browser that is able to view and print dynamically-generated PDF. You may save Online Statements by storing the link on your computer or by downloading and saving the documents in PDF format the way you would any other file from the internet. In order to generate the PDF version, you will need to have Adobe Acrobat Reader on your computer. Depending on, among other things, your record keeping practices and your comfort level with and ability to print and store electronic documents, you should decide whether electronic statements or paper statements are best for you.

### **DESCRIPTION OF SERVICE**

E-mail notices will be sent for accounts selected by you for online delivery. We will maintain online access to each Online Statement for a period of up to 18 months from the date on which your Online Statement is made available.

You understand that an Online Statement will consist of what you currently receive in the mail. If you currently receive imaged copies of checks with your paper statement, then the same will be available with your Online Statement. If you currently do not receive images of checks with your paper statement, then check images will not be available with your Online Statement.

The e-mail notification that your Online Statement is ready will include any Regulatory Inserts that accompany your account statement.

You can turn off Online Statement delivery at any time by contacting the Bank and will not be charged a fee for doing so. When you turn off Online Statements, you will automatically begin receiving mailed, paper statements with your next statement cycle. Additional fees which may be then in effect for mailed, paper mailed statements will apply.

### **E-MAIL COMMUNICATIONS**

You must provide us a correct e-mail address that will be used to deliver e-mail notifications when a new statement is available to view online.

By accepting this Online Statement Delivery Agreement and Disclosure, you are verifying that as of the date of your acceptance, you have provided us with your most current physical address and mailing address (if different) information, and you agree to promptly notify us of any change to either of those addresses. You agree that we will be deemed to have acted reasonably if we attempt to deliver the e-mail notice to your e-mail address. You may change your e-mail address, request a paper copy of an Online Statement or Regulatory Insert, or withdraw your enrollment in Online Statements at any time.

Should you change your e-mail address for any reason, you agree to notify us immediately to ensure that your Service and our communication are not interrupted. You may change your e-mail address within Business Online Banking by calling at: Bank Midwest 1-877-936-2418, Community Banks of Colorado 1-877-539-4838, Hillcrest Bank 1-877-936-2467 or writing to NBH Bank, 1111 Main St., Kansas City, MO 64105.

### **EQUIPMENT AND ACCESS**

In order for the Service to work properly, you must have access to a computer with a web browser having the following minimum browser requirements:

- \*Microsoft Internet Explorer version 9.0 or higher
- \*Mozilla Firefox
- \*Apple Safari version 6.0 or higher (Apple OSX only; iPhone not supported)
- \*Google Chrome

In addition, you must have Adobe's free Acrobat Reader software version 6.0 or higher in order to view PDF formatted documents.

You understand that you are responsible for installation, maintenance and operation of your computer and its software. We are not responsible for any errors or failures to your computer or its software.

You should only use a computer in a location in which you are comfortable viewing your personal financial information. It is not recommended that you use a Public Computer because of an increased information security risks and the increased likelihood that your confidential information

may be made available to others. It is your responsibility to carefully choose which computers you use to obtain access and to protect the confidentiality of the information you access.

You are responsible for accessing, opening and reading statements. It is your responsibility to notify us if any statement is not accessible, is incomplete or is unreadable. In the event any of the above problems exist and you are unable to retrieve a copy of your statement, we will supply a paper copy of your statement at your request; however, a fee may apply subject to our current schedule of fees and we may not be able to provide you with that statement if a substantial period of time has passed from when that statement was first made available to you. We do not accept any responsibility to archive your statement beyond the time required by applicable law.

You understand that you must complete the entire registration process to affirm your ability to receive, open and view your Online Statement electronically.

## **SECURITY**

Regardless of whether you are using a Public Computer or your own private computer, you are responsible for protecting the confidentiality of your credentials. We urge you to use maximum caution in protecting this information.

When you opened your Account with the Bank we provided you with Account Terms and Conditions. Those are updated from time to time and the most recent version is available online. The Account Terms and Conditions continue to apply to your Account and are incorporated by reference into this Agreement. The Account Terms and Conditions contain specific applicable information concerning Privacy Information Specific to Internet Usage.

Internet connections can be insecure and may provide the opportunity for the unauthorized interception, diversion, access or disclosure of your private information. Computers are regularly subjected to attacks by third-parties attempting to obtain unauthorized access to your private information through malicious software, malware, spyware or other electronic means. You are responsible for maintaining protection against unauthorized third-party access to your private information stored on or transmitted to and from your computer or any Public Computer which you choose to use for access to your Online Statements. Except as otherwise provided in our Account Terms and Conditions, we are not responsible for any loss, financial loss, injury or damage, whether direct or indirect, special or consequential, arising in any way out of the installation, use or maintenance of your PC, electronic device or related software, including without limitation that use of any information obtained by a third-party from your PC by any means including that obtained by the use of any malicious computer code or program.

## **AMENDMENT AND CANCELLATION RIGHTS**

You understand that we reserve the right to amend this Agreement at any time by providing you notice of those amendments. We reserve the right to discontinue or modify this Service at our sole discretion. By using the Service after you have been notified of any amendment(s) that have been made, you are agreeing to the terms in the revised Agreement. You will be notified of any amendment or any change in a term or condition disclosed in the Agreement via e-mail to the e-mail address you have provided. The most current version of this Agreement is available at [www.bankmw.com](http://www.bankmw.com), [www.hillcrestbank.com](http://www.hillcrestbank.com), or [www.cobnks.com](http://www.cobnks.com).

You may discontinue the electronic delivery of statements through the Bank by requesting this change through a Bank Representative. We reserve the right to continue sending e-mail notices

of amendments to any electronic agreement at the e-mail address the client has provided. The Bank will not impose any fees for the cancellation of Online Statement delivery; however, certain statement fees may apply subject to our current fee schedule.

**ACCEPTANCE OF TERMS AND CONDITIONS**

By selecting "Accept", you agree that you have read and understood the terms and conditions set forth in this agreement and you accept this agreement without modification. By accepting this agreement, you consent to the electronic delivery of statements and other bank related documents. You understand this agreement is effective at the date and time of the Bank's receipt of this electronic agreement and signature. If you do not agree to the terms and conditions of this agreement, you should select "Decline" and you will not be enrolled in this Service.