

NEW WEST BANK



ONLINE BANKING & BILL PAY APPLICATION

Instructions:

1. Complete form
2. Print page
3. Visit us at:

3459 W. 20th St., Suite 114, Greeley, CO 80634 or
55 S. Elm Ave., Eaton, CO 80615

Date:			
Name (First M. Last):			
Social Security #:			
Address:			
City:		State:	Zip:
Phone Number:			
Email Address:			

Access Type: Full _____ View Only _____

Account Number	Account Name	Bill Pay	Account Type

The use of this product shall be governed by the printed New West Bank Online Banking Disclosure Statement and Agreement and such other terms, conditions, rules, regulations, procedures, or amendments thereto, as may be established by the Bank and communicated to me in writing. I have received the New West Bank Online Banking Disclosure Statement and Agreement.

By signing below, I approve of and agree to be bound by the terms of the New West Bank Online Banking Disclosure Statement and Agreement.

APPLICANT'S SIGNATURE _____ DATE _____

I.D. # _____

For bank use only:

Application Received By: _____

Officer Approval _____

Netteller ID _____ Notified _____

(Loans only)

Set up date _____ By _____

NEW WEST BANK



ONLINE BANKING AGREEMENT AND DISCLOSURE STATEMENT

This agreement together with the Deposit Account Agreement, Your Account Rules and Regulations, Regulation E Disclosure and any written application for Online Banking, as they may be adopted and/or amended from time to time, serve as our agreement with you governing your use of Online Banking and your deposit accounts accessed through Online Banking.

When you use Online Banking or authorize anyone else to use Online Banking, you accept and agree to be legally bound by the terms and conditions of the agreement, to be responsible for all authorized transactions initiated through Online Banking, and to be responsible for any unauthorized transactions to the extent permitted by law.

Your rights, liabilities, responsibilities for Online Banking fund transfers are governed by this agreement and to the extent applicable, by the provisions of the Federal Electronic Fund Transfer Act and the Federal Reserve Board's Regulation E and Colorado Law.

If you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 90 day period your Service will be discontinued.

PINs and Passwords

All Online Banking transactions or inquiries must be initiated by use of your NetTeller ID and your password. We will assign you a NetTeller ID after we have accepted your application. The first time you sign on to Online Banking you will be required to select a new PIN or password. We suggest you change your PIN or password from time to time.

Your password or PIN is used to access your accounts. You should treat it as you would any other sensitive personal data. Because your password or PIN serves as the principal security measure for access to your accounts, you agree that you will not make your password or PIN available to any unauthorized person. If you make your PIN or password available to anyone, either intentionally or negligently, you authorize that person to access your accounts through Online Banking and to give us instructions relating to your accounts. You also authorize us to comply with such instructions.

Notify us immediately if your PIN or password has been lost or stolen. If your statement shows unauthorized transfers, notify us within sixty (60) days after the statement is mailed to you or viewed on your computer.

You may notify us by:

Telephone: 970-378-1800

Email: www.customerservice@newwestbank.biz

Mail: New West Bank
3459 W 20th St., Suite 114
Greeley, CO 80634

Accounts Accessible

Subject to approval, you may designate the accounts you wish to access through Online Banking. You must be an owner or co-owner on the account, or be designated by an owner or co-owner on the account.

If any of your accounts has co-owners, each owner will be jointly liable for any obligation from use of Online banking to access accounts. This liability shall extend to any line of credit accessed through any account.

Overdraft

If your use of Online Banking results in an overdrawn account, you agree to make immediate payment to us in the amount of the overdraft, with any related service charges.

Account Transfers

You may transfer funds between the following accounts:

- Checking to checking, loan, savings or overdraft protection account.
- Savings to checking, loan, savings or overdraft protection account.

Transfer instructions received after 5:30pm MT will not be processed until the next business day. For purpose of this disclosure, our business days are Monday through Friday. Holidays and weekends are not included.

According to Federal regulations, you may not make more than six (6) pre-authorized or automatic transfers from a savings or money market account during a statement cycle.

Balance Inquiries

Shown balances of accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges.

Limitation of Warranty and Liability

We will incur no liability if we are unable to complete any of your transfers because of the Internet or communication line interruptions or failures. We make no promises that Online Banking will be uninterrupted or free from error. If such an event may occur, our sole responsibility will be to use reasonable efforts to resume services.

In no event shall New West Bank be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits arising in any way out of the installation, use or maintenance of any computer equipment, or the use of the Online Banking service.

The Bank will not be liable if any of the following occurs:

- Funds are not available in your account or if the account has been closed or is not in good standing.
- Funds are subject to legal process.
- Natural Disasters (fire, flood, tornado, etc) or other uncontrollable circumstances (mail delays, power failures, etc) that would prevent proper completion and delivery of transactions.
- If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.

We will disclose information to third parties about your account(s) or transfers if it is necessary for completing transfers or investigating and resolving errors involving transfers, to combat fraud, and to comply with government agency or court orders.

The Bank cannot monitor any signature restrictions or any other type of restrictions on your account via Online Banking.

We reserve the right to refuse Online Banking to anyone.

Virus Protection

We are not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and diskettes using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Termination

Unless otherwise required by applicable law, New West Bank may terminate this Agreement and/or your access to any Online service through Online Banking, in whole or in part, at any time.

Stop Payment Procedure

If you have told us in advance to make regular payments or transfers out of your account, you can stop any of these payments or transfers, however we require you to call us at 970-378-1800 or write us at: New West Bank 3459 W 20th Street, Suite 114 Greeley, CO 80634 in time for us to receive your request three business days or more before the payment is scheduled to be made. We will charge you a fee for each stop payment order as disclosed on the Fee Schedule.

All account Rules and Regulations that you received when opening your account(s) still apply.

Bill Payment Services

Description of Service. The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated online Bill Payment Account to third parties you wish to pay. Your Bill Payment Account must be a checking account. Through the Bill Payment Service, you can pay bills from your Bill Payment Account to businesses or individuals.

All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment Service. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time.

Scheduling Payments. Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday), funds must be available in your Bill Payment Account the prior business day (e.g. Friday). After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

The date you enter when scheduling a payment is the processing date, not the date the payee will receive payment.

- For Check payments, allow 5-10 business days
- For electronic payments allow 3-4 business days

Processing occurs twice daily-the first of the day at 1:00 am (mountain standard time), and the second at 11:00 am (mountain standard time).

You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals. When you create a new payee in the Bill Payment Service, it takes two (2) business days to set up the payee to receive payments. You should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee.

For all subsequent payments, you agree to allow at least four (4) to ten (10) business days between the date you schedule a payment to be initiated and the payment due date. If the payment is an Automatic Clearing House (ACH) electronic payment, it will take up to four (4) business days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, the Bill Payment Service will send a check that may take up to ten (10) business days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee.

No Duty to Monitor Payments. The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Bank will not be liable in any way for damages you incur for any of the following reasons:

- Insufficient funds in your Bill Payment Account to make the payment on the processing date;
- Delays in mail delivery;
- Changes to the payee's address or account number unless we have been advised of the change in advance
- The failure of any payee to correctly account for or credit the payment in a timely manner, or
- Any other circumstances beyond the control of the Bank.

Cancel or Change Payment Instructions. You may add, edit or delete a payment up to 1:00 am MT, on the day the payment is scheduled to be sent. After this time you may ask us to create a stop payment on the order, we may charge you a stop payment fee. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the Bank, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order.

No Signature Required. When any payment or other online Service generates items to be charged to your account, you agree that we may debit your Bill Payment account without requiring your signature on the item and without prior notice to you.

Multiple Person Bill Payment Accounts. If more than one person has access to a Bill Payment account, each person may individually enroll in the Bill Pay service. Each enrolled person needs a unique password.. Each individual may terminate her/his enrollment in the Bill Payment service without affecting the Service for any other person enrolled in that Bill Payment account. However, any enrolled person may terminate the Bill Payment service which will terminate the service for all enrolled persons on that Bill Payment account.

Business Accounts

If you are a business, any authorized signer of your business is authorized on such terms, conditions, and agreements as we may require to:

- Enter into this Agreement, as amended from time to time;
- Access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- Use any Online banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

Term and Termination

Term. This Agreement will become effective on the Effective Date and shall remain in full force and effect until terminated in accordance with the following provisions.

Termination for Cause. We may immediately terminate your electronic banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:

1. you do not pay any fee required by this Agreement when due or
2. you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

Termination for Convenience. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment service will be assessed at the end of your statement cycle. **You may notify us by:**

Telephone: 970-378-1800

Email: www.customerservice@newwestbank.biz

**Mail: New West Bank
3459 W 20th St., Suite 114
Greeley, CO 80634**

MEMBER FDIC