

CHECKMATE CARD CUSTOMER AGREEMENT AND DISCLOSURE

GENERAL INFORMATION

This Disclosure and Agreement is made in compliance with Colorado and federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving a deposit account at 5Star Bank. This Disclosure and Agreement (“Agreement”) sets forth your and our rights and responsibilities concerning electronic funds transfers which you may make to or from your checking account, including transfers which you authorize by the use of your CheckMate Card. In this Agreement, the words “you” and “your” refer to the owners of the checking account and the authorized users of the CheckMate Card(s) issued to you. The words “we”, “us” and “our” refer to the Bank. The words “checking account” refer to your designated NOW account at the Bank for which a CheckMate Card (“Card”) is issued to you.

YOUR LIABILITY

You are responsible and liable for all authorized transactions made through the use of the CheckMate Card, and for all pre-authorized transfers made to or from your checking account. All such transactions are subject to all applicable agreements, rules and regulations for your checking account(s) for which the CheckMate Card use or pre-authorized transfers are authorized, now or in the future, as said agreements, rules and regulations are now in effect or as they may hereafter be amended, modified or adopted.

You agree that “authorized use” means any money obtained, or goods or services purchased, by the use of your Card(s) or account number, whether by you or any person you allow to use your Card(s) or account number, regardless of the benefits of such use to you.

You agree that “unauthorized use” means the use of a Card which has occurred or may occur as the result of loss, theft or other wrongdoing, and which is by a person other than you or your agent, who does not have actual, implied or apparent authority for such use, and from which you receive no benefit. You agree to assist us in investigating and prosecuting any person who engages in any fraudulent activity affecting your Account.

You authorize the Bank to charge your checking account for all authorized transactions resulting from the use of the CheckMate Card(s) or resulting from any pre-authorized transfer, and you assume all responsibility and liability for all such CheckMate Card use and pre-authorized transfers.

You will tell us **AT ONCE** if you believe your card or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you believe your card or code has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card or code without permission.

Limitation of Liability for Unauthorized VISA Point of Sale Transactions. Your liability for unauthorized CheckMate transactions that take place on the VISA system is zero dollars (\$0.00). We may require you to provide a written statement regarding claims of unauthorized CheckMate transactions. With respect to unauthorized transactions,

these limits may be exceeded to the extent allowed under applicable law only if we determine that you were grossly negligent or fraudulent in the handling of your account or CheckMate card.

Also, if your statement shows transactions that you did not make, inform us **IMMEDIATELY**. 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 (including credit line funds which may be accessed by your Card) if we can prove that we could have stopped someone from taking money if you had informed us in time.

If a good reason (such as a long trip or a hospital stay) kept you from informing us of the loss or theft of your Card, we will extend the time periods.

LOST or STOLEN CARDS and PINS

If you believe your 5Star CheckMate Card and/or PIN have been lost or stolen or that someone has transferred or may have transferred money from your account without your permission, notify us immediately by calling 800-776-2265

GENERAL INQUIRIES

You may also contact us at 800-776-2265 with general inquiries concerning your CheckMate Card, including requests for replacement cards, credit line availability, name and address changes, PIN changes, Checkmate Card transactions, etc.

CARD ACTIVATION

Once you receive your Checkmate card **sign it immediately**.

You may not use your Card at a merchant location until the Card has been activated. To activate your Card you must initiate a balance inquiry, withdrawal, or transfer with proper PIN at any ATM within the EFT networks shown on the back of your Card.

PERSONAL IDENTIFICATION NUMBER (PIN)

The Bank will assign you or let you choose your "Personal Identification Number" (PIN) to enable you to be identified when using the CheckMate Card. The CheckMate card and the PIN number are to be used as instructed, and you agree not to disclose in any manner whatsoever the Personal Identification Number (PIN) to anyone other than authorized users of the CheckMate Card. **DO NOT KEEP YOUR PIN WITH YOUR CHECKMATE CARD.**

BUSINESS DAYS

Our regular business days are Monday through Friday. Holidays are not included.

AUTOMATED TELLER MACHINE ("ATM") TRANSACTIONS

You may use your 5Star CheckMate Card and Personal Identification Number (PIN) to initiate transactions at 5Star owned ATMs, or ATMs within the networks identified on your card, and such other facilities as we may designate from time to time. At present you may use your Card to:

- 1) Withdraw cash from your designated checking account provided there are sufficient funds in your checking account plus any available credit on your overdraft line of credit.
- 2) Withdraw cash from your designated money market or savings account provided there are sufficient funds in your account.

- 3) Obtain balance information on your designated checking, money market or savings account.
- 4) Transfer funds between your designated checking and money market accounts.
- 5) Transfer funds between your designated checking and savings accounts.

Some of these services may not be available at all ATMs. All transactions initiated through the use of any ATM are subject to verification, and the time necessary to process them. Any withdrawal made on a non-business day, or after 2 p.m. Mountain Time on any business day, or on a day we are not open may not be processed by us until the next business day.

POINT-OF-SALE (“POS”) TRANSACTIONS

You may also use your 5Star CheckMate Card to access your designated checking account for purchases and cash advances. You may use your card to:

- 1) Purchase goods or pay for services anywhere Visa® is accepted.
- 2) Obtain cash advances at any financial institution which displays the Visa® logo.

TRANSACTION LIMITS

For security purposes, there are limits on the frequency and amount of purchases and cash withdrawals you may make in one day. Cash withdrawals or purchases made in foreign countries and foreign currencies will be charged to your checking account in U.S. dollars. The transaction limits on your CheckMate Card are as follows:

- ATM transactions #.....4/per day
- ATM withdrawals\$300.00/per day
- Point-of-Sale transactions15/per day
- Point-of-Sale purchases\$1,000.00/per day
- Total daily purchases/withdrawals\$1,000.00/per day

PRE-AUTHORIZED TRANSFERS

You may arrange with others in writing for pre-authorized transfers to or from your checking account. For example, you may arrange with others for direct deposit into your account of payroll, social security, or pension benefit checks, or for the automatic payment from your account of utility bills, insurance premiums, or mortgage payments.

If you have arranged with others to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 800-776-2265 to find out whether or not the deposit has been made.

If you have authorized regular payments to be made out of your account, you can stop these payments by following these instructions:

- 1) Call us or write us at the number or address listed on the front cover of this Agreement in time for us to receive your request 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 14 days after you call. We will charge you for each stop payment you order as disclosed on the Schedule of Fees and Charges and on the Truth In Savings Disclosure for your checking account.

- 2) If these regular payments may vary in amount, the person you are going to pay will tell you, 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.
- 3) If you order us to stop one of these payments 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.

DISCLOSURE OF TRANSACTION or ANNUAL FEES

We may assess the following fees in connection with your Card:

Annual Fee.....None

Automated Teller Machine (ATM):

5Star Owned terminals..... no charge

Balance inquiries no charge

If you use an ATM owned by someone other than us, the owner of the ATM may impose a fee for the use of the ATM. You will be notified at the time of the transaction what those fees are and you may choose to cancel the transaction to avoid paying those fees.

**Some 5Star accounts may refund non-5Star ATM withdrawals fees. Refer to your Truth In Savings Disclosure for more specific information.*

Point-of-Sale (POS) Fees:

Transaction fee.....None

CheckMate Card Replacement.....\$5.00 (one free per year)

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

- 1) Where it is necessary for completing 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 written permission.

DISCLOSURE OF RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

- 1) **Terminal Transfers** - You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or at a point-of-sale terminal.
- 2) **Periodic Statements** - You will receive a monthly account statement which will describe all electronic transactions (ATM, point-of-sale, phone transfers, pre-authorized debits or credits) which occurred during the statement period.

Remember to save the receipts you are given when you use your CheckMate Card, and check them against the transactions on your account statement you receive from the Bank.

DISCLOSURE OF LIABILITY FOR BANK'S 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:

- 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 overdraft credit line.
- 3) If the automated teller machine where you are making the transfer does not have enough cash or limits the amount of the cash withdrawal.
- 4) If the ATM terminal/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 that we have taken.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

In case of errors or questions about your electronic transfers, telephone us at **1-800-776-2265** or write us at **P.O. Box 14108, Colorado Springs, CO 80914-0108** as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. In your letter, give us the following information:

- 1) Tell us your name and account number.
- 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.
- 3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require you to send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you, and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction, or was initiated outside the U.S.A. and Puerto Rico) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. For transactions on accounts that have been opened less than 30 days we will have 20 business days instead of 10 business days to credit your account and 90 days instead of 45 days to investigate your complaint or question. If we ask you to put your complaint or question in writing, and we do not receive it within 10 business days, we may not credit your account.

NO ERRORS FOUND

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

ERRORS FOUND

If we determine that an error has occurred, we will do the following:

- 1) Correct the error no later than 1 business day after the determination including the crediting of any interest that might have been earned or refunding of any charges that resulted from the error.
- 2) Orally report or mail or deliver to you, notice of the correction and if applicable, notice that a provisional credit has been made final.

ADDITIONAL INFORMATION

All deposits, payments and transfers made through the use of your CheckMate Card or by a pre-authorized transfer are subject to proof and verification by the Bank.

The CheckMate Card at all times remains the property of the Bank, and upon revocation of the Card you agree to surrender the CheckMate Card to the Bank or its agent upon demand. We are not responsible if anyone refuses to honor your Card.

The Bank may amend, modify or rescind these rules and regulations at any time after mailing or delivering written notice of such amendment, modification or rescission to you at least 30 days prior to the effective date of any such change if the change would result in:

- 1) Increased fees or charges;
- 2) Increased liability to you;
- 3) Fewer types of available electronic fund transfers; or
- 4) Stricter limitations on the frequency or dollar amount of transfers.

The Bank will mail or deliver written notice to you of any other amendment, modification or rescission but notice of changes other than those described above are not required to be given at least 30 days prior to the effective date of such change. If an immediate change in terms or conditions is necessary to maintain or restore the security of your account or an electronic transfer system, we will notify you of the change in accordance with applicable law.

Any amendment, modification, rescission made in the manner described above shall be binding upon you as though expressly agreed by you. In the event that a written notice is mailed to you, it will be mailed to your last known address as shown on the Bank's records.

Notwithstanding the provisions of this paragraph, the Bank may terminate this Agreement at any time if your checking account is closed by you or the Bank for any reason. If such action is taken by the Bank, the Bank will notify you in writing within 30 days of the date the Bank takes such action.

You agree to advise us promptly in writing if you change your mailing address. We can accept address corrections from the U.S. Postal Service. All written notices and statements from us to you will be sent to your address as it appears on our records.

You agree that this Agreement and disclosure shall be subject to and governed by Colorado Law and any applicable laws of the United States.