

THE FIRST NATIONAL BANK IN TRINIDAD (the “Bank”) ONLINE BANKING AGREEMENT

This Online Banking Agreement (the “Agreement”) governs each person (“you”, “your”) who uses The First National Bank in Trinidad’s (“we”, “us”, “our”) Online Banking Service, iBank, (“Service”, “iBank”) regardless of the method or means of access. It also contains important disclosure information relating to electronic funds transfers made through the Service. By subscribing to the Service or using the Service to access Account information, or to make any transfer between Accounts, you agree to the terms of this Agreement. Your use of any new Services that are made available shall indicate your acceptance of any terms and conditions that we communicate to you concerning the Services. Access to Account information, and transfers between Accounts are referred to as “Transactions”.

“Account(s)” mean the Checking, Money Market, Savings, or other Accounts owned by you and designated by you for access through the Service, including your designated Account for Transactions (“Payment Account”). In our sole discretion, we may refuse to include, or may exclude from continued use, an Account in the Service.

“Banking Day” means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

“Business Days” are Monday through Friday, except federal holidays. You can use the Service 24-hours, 7-days-a-week, except during maintenance periods.

“Home Page” refers to the main website address.

We encourage you to keep this Agreement for your records. If you have any questions, ask an iBank Account Representatives for assistance.

GOVERNING LAWS AND RULES

Our relationship with you is regulated by state and federal law, including the Uniform Commercial Code, and regulations of the Federal Reserve System, other regulatory agencies and clearinghouse associations, hereinafter collectively referred to as “Law(s)”. These Laws, as well as the terms of the Agreement, may change from time to time without notice to you unless notice is required by Law. Your continued use of the Service following receipt of the Agreement or notice of a change is considered acceptance of the Agreement or change. Notice of a change may be made by mail or electronically. Other agreements that apply to your Accounts with us, including, but not limited to, The Deposit Account Agreement and Disclosure and Privacy Notice received when opening an Account, apply to all Transactions made on the Accounts through the Service and are incorporated by reference into this Agreement.

PROTECTING YOUR PRIVACY

The importance of maintaining the confidentiality and privacy of the information provided by our clients is one of our highest priorities. Our clients’ information is collected and

disclosed in accordance with the Bank's Privacy Notice. You can review the Bank's Privacy Notice on our website by clicking the Privacy Notice link on the Home Page. You should carefully review our Privacy Notice before you formally enroll in the Service.

Confidentiality and Security

We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect your personal and financial information. Our associates do not access your personal or financial information unless they have a business reason to have access to this information. On an ongoing basis we educate and train our associates on the importance of maintaining the confidentiality and security of your personal and financial information.

Privacy Information Specific to Internet Usage

1. We collect and store information about "hits" on our website for internal review purposes only. Such information may include the name of the domain from which you access the Internet, the date and time you access our website, and the Internet address of the website from which you linked to us. This information enables us to see how you use our website and keep our website user-friendly. 2. Our website does not require you to disclose any personally identifying information. However, if you do provide personal information, such as your mailing and email address, telephone and fax numbers, or demographic and client identification, we will not disclose, share, sell, or divulge your information. 3. In order to provide better service, we will occasionally use a "cookie." A cookie is a small piece of information, which a website stores on your PC for later retrieval. The cookie cannot be read by a website other than the one that sent the cookie. None of the cookies will contain information that will enable anyone to contact you via telephone, email, or regular mail. In addition, web browsers can be set to inform you when cookies are set or to prevent cookies from being set. 4. We do not knowingly solicit information from children and we do not market specifically to children.

Disclosures

A Privacy Notice will be provided to each new client at the time the client relationship is established. Additionally, anyone may receive a copy of our Privacy Notice upon request or on our website by clicking the Privacy Notice link on the Home Page.

Protecting Online Applications

When you apply online for Accounts or Services, or enroll in the Service, you provide personal information that is necessary for us to process your application. We, along with the outside companies with which we work, may keep the information you provide to us, along with information we collect from outside sources, so that we can offer you Accounts and Services related to your financial needs.

Hypertext Links

You may access other websites that have been selected by the Bank from our website through a hypertext link. When leaving the Bank's website through a hypertext link, the Bank cannot attest to the content or accuracy of information provided by these linked sites, and does not provide, endorse or accept responsibility for the product, service or

overall content available on third party websites. These links are provided solely for client convenience and are only offered for your use at your own discretion.

How We Handle Email

We preserve the content of your email, your email address and our response in order to efficiently handle any follow-up questions, and to meet legal and regulatory requirements. For security purposes, your emails with sensitive or personal information should be sent to us through our Contact Us page. You may also contact us by phone, U.S. mail or by visiting your nearest banking center. See our Contact Us link for additional information about contacting us.

Miscellaneous

We are committed to making sure that the Service is safe and secure. With our security infrastructure in place, we are confident that access to your accounts is private and secure. We are unable to provide similar assurances for other websites. While we work to protect your banking privacy, you also play a role in protecting your Accounts. Only provide your User Code when your browser shows a secure connection directly to the Bank website.

Count on Our Commitment to your Privacy

You can count on us to keep you informed about how we protect your privacy and limit the sharing of information you provide to us - whether it's at the Bank, over the phone or through the Internet. The Bank reserves the right to change the Bank's Privacy Notice at any time.

Questions: If you have questions concerning the privacy of your information at the Bank, send an email to fnb-main@fnbtrinidad.com or visit www.fnbtrinidad.com. You may also call: The First National Bank in Trinidad at 719-846-9881. If you send email to us, please remember that email is not secure against interception. If your email contains information that is very sensitive or includes personal information such as your Account numbers, credit/debit card number, or social security number, please send the email through our Contact Us page.

SECURITY

Regardless of whether you are using a public computer, your own private computer, tablet, mobile device (i.e. smartphone), or any other device used to access your Account information or this Service ("Access Device(s)"); you are responsible for protecting the confidentiality of your User Code and Password. It is your responsibility to protect your Account information.

Passwords and/or Personal Identification Number(s) ("Access ID(s)") are provided for your use and protection. You must change the Temporary Password and/or Access ID to a unique number at the time you first use the Service. You agree to: (a) not disclose the Password and/or Access ID or otherwise make it available to anyone else, including but not limited to consolidation sites, password keepers, third-party banking software; (b) use the Password and/or Access ID as instructed; (c) immediately notify us of any

loss or theft of the Password and/or Access ID by means provided for in the Notification section of this Agreement; and (d) be liable for the Password and/or Access ID and for its authorized use and for its unauthorized use as described in this Agreement. Unless you notify us as provided in this Agreement, you acknowledge that we are entitled to rely on the use of your Password and/or Access ID as your authorization for any Transaction through the Service. You are responsible for all Transactions you initiate or authorize using the Service. If you permit any other person to use the Service or your Password and/or Access ID, you will have authorized that person to access your Accounts and you are responsible for all Transactions that person initiates or authorizes from your Accounts.

Internet connections can be insecure and may provide the opportunity for the unauthorized interception, diversion, access or disclosure of your private information. Access Devices are regularly subjected to attacks by third-parties attempting to obtain unauthorized access to your private information through malicious software, 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 Access Device which you choose to use. Except as otherwise provided in our Deposit Account Agreement, 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 Access Device or related software, including without limitation that use of any information obtained by a third-party from your Access Device by any means including that obtained by the use of any malicious computer code or program.

You agree that you are responsible for the security of your Access Devices and applicable software used in conjunction with the Services. You agree to adhere to reasonable security standards including, but not limited to, ensuring Access Devices and software security updates are applied in a timely manner, and using current anti-virus software and virus signatures to protect all Access Devices. You agree that you are responsible for maintaining backups of data files, report files and programs used in conjunction with the Services.

We provide commercially reasonable security including, but not limited to, the enforcement of User Codes, Passwords, and layered security; however, we are not responsible for unauthorized access to your Access Devices or for maintaining backups and contingency plans of your data files, report files and programs used in conjunction with the Services. We shall not be obligated to act on a communication not transmitted in accordance with the security procedures and guidelines as referenced in this Agreement if we reasonably doubt its authorization, contents, or origin. We use encryption technology to protect the integrity of your transactions with us. Even though this technology provides secure transaction processing, it is possible for unauthorized persons to gain access to your computer systems, networks, and any and all information stored therein. If unauthorized persons gain access to your personal information, you understand and agree that we are not responsible for any adverse consequences related to your connection to or use of the Internet. Furthermore, we are

not responsible for any use by you of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

We reserve the right to implement additional security including, but not limited to, limiting the frequency and dollar amount of Transactions from your Accounts and implementing new security technology as it becomes available in the industry.

Notify us immediately if your User Code, Password and/or Access ID have been lost or stolen. If you believe your User Code, Password and/or Access ID is subject to unauthorized use or that someone has transferred or may transfer money from your Account without your permission, call the telephone number listed in the Notification section of this Agreement.

ACCESS AND LIMITATIONS TO SERVICES

Upon request, you may use the Service to:

Access your Accounts Online - You may obtain Account balances and Transaction information including access to your periodic statements for your Accounts.

Transfer funds between your Accounts - A request to transfer funds between Accounts may not result in an immediate transfer or immediate funds availability because of the time required to process the files. If there are not available funds in the Payment Account from which a transfer is being made at the time the transfer is processed, the transfer will be canceled and we will not make the transfer at a later date. You may schedule transfers for future dates.

Send electronic mail (email) to us and receive email from us - We may not immediately receive email that you send. We must have a reasonable opportunity to act, before taking action and responding to your email requests. You cannot use email to make a bill payment, Account inquiry or funds transfer. You may not use email to perform a stop payment, report unauthorized use of your Password and/or Access ID, or report an unauthorized Transaction. You must notify us in accordance with the Notification section of this Agreement.

Limitations

There are no limitations on the number of Transactions that can be made during any time period to or from any Account, except as provided by federal regulations limiting pre-authorized transfers. By Law, you are limited to six (6) pre-authorized or automatic transfers or checks during any statement cycle or calendar month if the Account is a Money Market Deposit Account or a Savings Account. Online transfers between your Deposit Accounts are considered pre-authorized transfers.

The use of the Service(s) often requires the use of an internet browser or application. Not all browsers are supported. You are responsible for maintaining and using a supported browser or application to access the Service.

ACCURACY AND TIMELINESS OF INFORMATION

We will use reasonable efforts to provide information requested through the Service in a prompt fashion, but shall not be liable for temporary failure to provide timely information. If the Service is unavailable, you shall be responsible for carrying out banking business through alternative delivery channels. We shall not be liable for any inaccurate or incomplete information with respect to Transactions which have not been completely processed or posted to our system prior to being made available pursuant to the Service. Information with respect to all Transactions is provided solely for your convenience and we shall have no liability to you resulting from your use of such information.

All information provided to you prior to completion of our end-of-day processing is not final and is subject to change. Account balances and other information will be provided to you for the current day and past days. Images of items deposited to your Accounts and checks drawn on your Accounts will be made available for a period of time. Historical information for activity conducted via the Service will be made available to you for a period determined by the Bank.

CHARGES FOR TRANSACTIONS OR RIGHT TO MAKE TRANSACTIONS

No monthly or Transaction fees are incurred for use of the Service. Depending on the Access Device used to access Services, there may be costs associated with your third party provider. Check with your third party provider to make sure you understand any applicable charges.

Fees may be assessed for optional Services selected. We may change or add fees without notice unless required by Law. A current fee schedule can be obtained at any Bank office location. Fees in our Deposit Account Agreement also apply.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We may disclose information to third parties about your Account or the Transactions you make including:

1. When it is necessary or helpful to enable you to use the Service for completing Transactions;
2. In order to comply with government agency or court orders, or to give information to any governmental entity having legal authority to request such information;
3. If you give us your written permission in a separate writing or through signing other Bank documents giving us permission, such as enrolling in Identity Theft Protection;
4. To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
5. To persons who provide us with products or Services that help us furnish banking Services to you such as check printers, and appraisers;
6. As permitted by our Privacy Notice; or,
7. As required or allowed by the Law.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

You will receive a monthly statement if you have an Account upon which checks or drafts may be drawn. You will receive a savings statement quarterly, unless there are electronic Transactions during the month. A savings statement will be provided monthly for Accounts with electronic Transactions.

ELECTRONIC MAIL

You agree that we may respond to you by email with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such email sent to you by the Bank shall be considered received within 5 days of the date sent by us, regardless of whether or not you sign on to the Service within that time frame.

NOTIFICATION

Contact us to report any of the following:

- lost/stolen Password/Access ID notification;
- if you believe your Password/Access ID is subject to unauthorized use;
- errors or questions about your electronic Transaction;
- terminate or to make changes to your Account; or
- any other reason relating to this Service or your Account.

Write to us at:

The First National Bank in Trinidad, 100 E. Main St., Trinidad, CO 81082 or call 1-719-846-9881, or email iBank@fnbtrinidad.com

REPORTING UNAUTHORIZED TRANSACTIONS, PAYMENT PROBLEMS, ERRORS OR QUESTIONS

Call or write to us as soon as possible if you think your statement, account or transaction information is wrong or if you need more information about a transaction listed on your statement or shown on the Service records. We must hear from you no later than sixty (60) days after we send the FIRST statement on which the problem or error appeared.

Notify us by calling 719-846-9881, 8:00 a.m. to 5:00 p.m. MST Monday through Friday, or write The First National Bank in Trinidad, P.O. Box 759, Trinidad, CO 81082, Attn: iBank Department or email us at ibank@fnbtrinidad.com.

- Tell us your name and account number.
- 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.

- Tell us the dollar amount of the suspected error.
- The date on which it occurred.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. If your complaint or error is with regard to a Consumer Account: We will tell you the results of our investigation within ten (10) Business Days (or twenty (20) Business Days if the transaction occurs while your account is a "new account" under Regulation E) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days (or ninety (90) calendar days for a transaction on a new account) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) Business Days (or twenty (20) Business Days in the case of a transaction on a new account) for the amount you think is in error. You will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days (or twenty (20) Business Days in the case of a transaction on a new account), we may not provisionally credit your account. If we decide 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.

INDEMNIFICATION AND LIMITATION OF LIABILITY

Unless finally determined by a court or arbitrator of proper jurisdiction to have been caused exclusively by our gross negligence or intentional misconduct, you agree to defend, indemnify and hold us, our officers, associates and agents harmless from any and all claims and costs arising in connection with your use of the Services furnished under this Agreement, and you further agree to defend, indemnify and hold us, our officers, associates and agents harmless from any and all claims and costs arising out of actions we take or omit in good faith in reliance upon instructions from you. You also agree to defend, indemnify and hold us harmless for failing to act on your instructions when we believe such actions would cause us to be exposed to civil or criminal liability. You agree that if we fail to properly complete a Transaction according to the Agreement, we will only be liable for your actual damages resulting from that failure (but in no event for more than the amount of the Transaction), and we will not be liable if circumstances beyond our control prevent the Transaction, or the funds in your Account are or may be subject to legal process or other claims. In the event that our liability is established for your actual damages, in no event will we be liable to you for special, consequential or punitive damages arising out of or in connection with the Services furnished under this Agreement, regardless of whether we may have been advised of the possibility of such damages unless required by applicable law. The limitations and exclusions in this paragraph apply to all claims of every kind, nature and description whether arising from breach of contract, breach of warranty, gross negligence or other tort, and will survive the termination of the Agreement and all of your business with us. Any action or proceeding by you to enforce an obligation, duty or right arising under the Agreement or by law with respect to your Account or any Service contemplated by the Agreement

must be commenced against us within one year after the cause of action accrues. If we reimburse you for any losses or damages, you agree to transfer all of your rights relating to the Transactions in question to us and to assist us in any efforts or legal action that we may take to recover those amounts from any third party.

You hereby release us from any liability and agree not to make any claim or bring any action against us for honoring or allowing any actions or Transactions where you have authorized the person performing the action or Transaction to use your Account(s) and/or the Service and/or you have given User Codes to such person, or, in the case of a jointly held Account such person is one of the owners of the Account. You agree to indemnify and hold us harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from any such claims or actions.

You agree to promptly notify us in writing as directed in the NOTIFICATION section of this Agreement of any error in connection with any Service and any discrepancies between any records maintained by you and any notice you received from us with respect to the Service, and shall provide us with any information it may reasonably request in connection therewith. You also agree that your failure to promptly notify us of any such error or discrepancy may relieve the Bank from liability to you on Account thereof.

NOTICES

Except as otherwise provided in the Agreement, all notices required to be sent to you will be effective when we deliver them to your last known mail or email address that we have for you in our records. You agree that we may send or provide by electronic communication any notice, communication, amendment or replacement to the Agreement, or disclosure required to be provided orally or in writing to you. You agree to receive any electronic messages sent to you and will not attempt to avoid receiving any messages. You are deemed to have received any electronic messages when they are sent to you. Except as otherwise provided in this Agreement, any notice that you send to us shall be effective five Business Days after our receipt of your notice.

ASSIGNMENT

You may not assign the Agreement to any other party. We may assign the Agreement or delegate any or all of our rights and responsibilities under the Agreement to any third parties.

WAIVER

No delay or omission by us in exercising any rights or remedies under the Agreement shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of any other right or remedy. No waiver shall be valid unless signed in writing by us.

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 modify or discontinue 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 email to the email address we have on file, or by any other method chosen by the Bank. The most current version of this Agreement is available within the Service.

TERMINATION OF THIS AGREEMENT

You may terminate your use of the Service at any time by notifying us at the address listed in the Notification section of this Agreement. We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service will be terminated automatically if the Account is closed, or access to the Account is restricted for any reason. If you terminate the Service, you authorize us to continue making transfers you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfer or payment from your Account, including any transfer or payment you have previously authorized. If we terminate your use of the Service, we reserve the right to make no further transfers or payments from your Accounts, including any Transactions you have previously authorized. If you would like to transfer the Service to a different Account with us, you must provide advance written notice. Termination will not affect your liability or obligations under the Agreement.

We may convert your Account to inactive status if you do not sign on to the Service or have any Transactions scheduled through the Service during any consecutive 180 day period. If your Service is converted to inactive, you must contact us to have the Service activated before you will be able to schedule any Transactions through the Service.

GOVERNING LAW/SEVERABILITY

The Agreement shall be governed by the Laws of the state in which your Accounts were opened and applicable Federal laws and regulations. If any provision of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

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 terms of the Service. 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.

ENTIRE AGREEMENT

The Agreement is the complete and exclusive agreement between you and The First National Bank in Trinidad relating to iBank, Online Banking Service. Additional terms

and conditions may apply, and will be provided upon enrollment with Bill Pay, PopMoney, e-Statements, Person 2 Person Transfers, Account 2 Account, Mobile Deposit, or other services.