



# INTERNET ACCOUNT ACCESS AGREEMENT

Alpine's Online Banking and Alpine Mobile Banking allow you to view your account information and effect certain transactions via the Internet. As used in this section, the terms "Alpine," "Bank", "us," "we," or "our" mean Alpine Capital Bank or any of its affiliates, whichever hold your accounts or provide you services, and "you" or "your" means the person(s), or in the case of a business account, the business entity, registered to use Alpine Online Banking and Alpine Mobile Banking. This Agreement contains the terms and conditions for Alpine Online Banking, Alpine Mobile and any applicable software products and associated documentation we may provide through those websites (collectively, the "Online Service"). Alpine and you agree as follows:

**(1) ALPINE ONLINE SERVICE:** The Online Service is an online financial services website offering a variety of content, products and services. We grant to you, for your personal or internal business purposes only, a non-exclusive, non-transferable limited and revocable right to access and use the Online Service as well as any software in object code. Your use of the Online Service, or your allowing another person to use or access our Online Services, or download or use any software, shall mean that you agree to these terms and conditions.

**Note:** By offering this Online Service and information, products or services via the Internet, we make no distribution or solicitation to any person to use the Online Service or such information, products or services in jurisdictions where the provision of the Online Service and such information, products or services is prohibited by law.

Your "User ID" is a unique identification for the Online Service that you select or that we have assigned to you. Access to the Online Service will require your User ID and a password.

**(2) COMPUTER EQUIPMENT AND BROWSER ACCESS:**

**Installation, Maintenance and Operation of Equipment:** You are responsible for obtaining, installing, maintaining and operating all computer equipment, in accordance with such requirements as may be (i) provided by the equipment manufacturers and (ii) any other documentation provided to you by Alpine in connection with your accounts and services. This responsibility includes, without limitation, your utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware, and Internet security software. You agree that you will update such software periodically as may be required or recommended by the applicable software provider.

**Browser Access:** By utilizing a browser with encryption capabilities, you may access the Online Service. You are responsible for obtaining a browser capable of a sufficiently high level of encryption to meet the systems requirements established by Alpine from time to time. Access to the Online Service outside of the United States is offered on a limited basis and in such jurisdictions as determined by Alpine from time to time. You agree that you will not attempt to access the Online Service from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Online Service from one of these countries may result in your access being restricted and/or terminated. Alternatively, if Alpine makes browser software available to you, you may use such browser or any other browser of your choice to access the Online Service via the Internet so long as it meets Alpine's encryption standards. Any browser software made available to you by Alpine may not under any circumstances be removed from the United States and must be downloaded by you in the United States. You acknowledge that Alpine is not responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for, any browser or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet. Although Alpine may make browser software available to you or facilitate a link to a third-party site where you may download such browser software, Alpine makes no endorsement of any specific browser software. Your use of any browser may also be subject to the license agreements of the browser manufacturer, in addition to the terms and conditions of this Agreement.

If you access the Online Service via the Internet, you are also responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider, and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks (to the extent the law allows you to do so). You acknowledge that you are responsible for the data security of all software, hardware, or other equipment used to access the Online Service, and for the transmission and receipt of information using said systems. You acknowledge that you have requested the service for your convenience, have made your own independent assessment of the adequacy of the Internet as a delivery mechanism for accessing information and initiating instructions, and that you are satisfied with that assessment.

You further agree not to use the Online Service for any other purpose, including commercial purposes, such as co-branding, framing linking, or reselling any portion of the Online Service without our prior written consent. You agree not to use the Online Service to pay payees to whom you are obligated for tax payments, payments made pursuant to court orders, fines, payments to lenders not duly authorized by law to provide credit to individuals or businesses, gambling debts or payments otherwise prohibited by law. In addition, you may not, and will not allow or cause any third party to: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Online Service, or use the Online Service to develop similar functionality; (b) copy any portion of the Online Service, except as expressly permitted by this Agreement; (c) sublicense, distribute, export or resell any portion of the Online Service or otherwise transfer any rights; (d) remove any propriety or intellectual property rights notices or labels on the Online Service; or (e) otherwise exercise any other

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right to the Online Service not expressly granted in this Agreement. We, or our licensors, own all right, title and interest in and to the Online Service. No license or other right in or to the Online Service is granted to you except for the rights specifically set forth in this Agreement.

**(3) PASSWORDS:** Alpine may, at its option, change its password parameters without prior notice to you, and if it does so, you may be required to change your password the next time you log in to the Online Service. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Online Service, you agree to protect and keep confidential your User ID, password, and other means of accessing your accounts via the Online Service. You are responsible for all transactions performed using your password via the Online Service to the fullest extent allowed by law.

**Note:** ACCOUNT ACCESS THROUGH THE ONLINE SERVICE IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE ONLINE SERVICE, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

**(4) TRANSACTIONS:** Subject to the terms of this Agreement, you may use the Online Service to effect various transactions with respect to your account(s) via the Internet. Transactions effected on days on which the Bank is closed may not be effective until the next business day. If you have questions about the effective date of your transactions, please contact us.

**(5) NOTICES:** You agree that by using the Online Service with a browser, all notices which we may be required to give you arising from our obligations under this Agreement, other agreements you may have with us concerning your accounts or services, or required by applicable law, may be sent to you electronically to any electronic mail address you provide to us or in any other manner permitted by law.

**(6) NEW FEATURES:** We may, from time to time, introduce new features to the Online Service or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

**(7) CHARGES:** General access to the Online Service is currently provided to you at no additional cost. However, you may incur fees if you use or obtain some of the products or services available through the Online Service. Refer to the Schedule of Service Charges for fee information. Alpine reserves the right from time to time to amend the Schedule of Service Charges and to add or modify its service charges and fees without prior notice to you. You may obtain a copy of the current Schedule of Service Charges from your Alpine representative at any time. You are responsible for all fees imposed by any telephone or Internet service provider in connection with your use of the Online Service.

**(8) NO WARRANTIES:** EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING IN ANY WAY OUT OF, THE EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, THE ONLINE SERVICES PROVIDED HEREUNDER, YOUR GRANTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS FOR TECHNOLOGY SUPPORT, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES, YOUR TELEPHONE SERVICE OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND ALPINE'S CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE SERVICE IS AT YOUR SOLE RISK AND THAT THE ONLINE SERVICE AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE ALPINE WEBSITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THESE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS. ALPINE IS NOT RESPONSIBLE FOR ANY

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DAMAGE TO YOUR COMPUTER, SOFTWARE, MODEM, TELEPHONE, OR OTHER PROPERTY RESULTING FROM YOUR USE OF THE ONLINE SERVICE. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

**(9) OTHER AGREEMENTS:** In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either this service or products which may be accessed via this service, including, without limitation Alpine's Account Agreement and Disclosures, any legal terms and conditions found on the home page of our website ([www.alpinecapitalbank.com](http://www.alpinecapitalbank.com)), the license agreement of any browser utilized to access the Online Service, and applicable state and federal laws and regulations. If you are an existing Alpine Online Service customer, this Agreement supercede any Internet Account Access Agreement or similar online service agreement to which you agreed at your initial logon to that service, and modifies and supersedes that original agreement only with respect to the mutual sections contained in both agreements; all remaining provisions of the original Alpine Online Service agreement not otherwise addressed in this Agreement shall continue in full force and effect.

**(10) ALPINE'S RIGHT TO TERMINATE:** Alpine reserves the right to terminate or suspend this Agreement and the services covered hereby, in whole or in part, at any time and for any reason without prior notice, including but not limited to, your failure to access the Online Service for a period of three (3) months or greater. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. Upon termination, you shall immediately discontinue use of the Online Service and delete any applicable copies.

**(11) ALTERATIONS AND AMENDMENTS:** The terms of this Agreement and other documentation and requirements associated with the Online Service may be altered or amended by us, in our sole discretion. In such event, we shall either post such changes to our website ([www.alpinecapitalbank.com](http://www.alpinecapitalbank.com)), or if we are required to do so by applicable law, send an electronic notice to your Internet address or such other address as may appear on Alpine records. It is your responsibility to access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Online Service. Your use of the Online Service after we have provided such a notice of change shall constitute your agreement to the change.

**(12) DISPUTES:** In the event of a dispute regarding the Online Service provided under this Agreement, you and we agree to resolve this dispute by looking to the terms of this Agreement. If there is a conflict between any oral statement made by an Alpine representative and the terms of this Agreement, the terms of this Agreement shall control.

**(13) INDEMNITY:** You acknowledge and agree that you are personally responsible for your conduct while using the Online Service and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Online Service, or the use of the Online Service by anyone using your User ID or password, or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

**(14) ASSIGNMENT:** Alpine may assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**(15) RECORDS:** Alpine's records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to Alpine and, in the absence of manifest error, will be binding and conclusive.

**(16) COMMUNICATIONS:** Unless otherwise prohibited by law, any communication or material you transmit to us via the Alpine website or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose consistent with our privacy policy, including reproduction, publication, broadcast and posting. We are entitled, but not obligated, to monitor, retain and review all communications, including those by telephone, e-mail and other formats, for reasonable business purposes, such as to survey the quality of service that you receive, to assure compliance with this Agreement and applicable law and regulations and to maintain the security of the Online Service.

You agree to provide a valid e-mail address so that we may send you certain information related to the Online Service. To service and manage any of your account(s), or the services offered through the Online Service, we may contact you at any telephone number you provide or any number where we believe we may reach you. When you give us your mobile phone number, we have your permission to contact you at that number about all your Alpine accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

**Note:** The submission of any suggestion, idea, proposal or other material you provide to us becomes our property.

**(17) SPECIAL PROVISION FOR BUSINESS CUSTOMERS:** Any User ID or password we provide to you is provided to you in your capacity as a representative of the business entity registered with the Online Service only, and may not be retained by you after any termination

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of your relationship with such business entity. You agree to inform us immediately if a person with access to a password leaves the employ of the entity to which that password has been assigned.

**(18) SITE LINKS:** The Online Service may contain links to other third-party web sites. We are not responsible for, nor do we control, the content, products, or services provided by linked sites. We do not endorse or guarantee the products, information or recommendations provided by linked sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third-party site may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is at your own risk.

**(19) RISK OF LOSS:** In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

**(20) MOBILE SERVICES:** Your enrollment in the Online Service may include access to some products and services through a mobile device or via Alpine Capital Bank Mobile Banking ("Mobile Services"). By using the Mobile Services, you agree to the following terms. You agree that we may send you information relative to Mobile Services through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information about your applicable account or otherwise related to the Mobile Services. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

The Mobile Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other money transactions, through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Services. Additionally, not all of the products, services or functionality described on the Alpine website and in the Agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service, or functionality. Information available via the Mobile Services, including balance, transfer and payment information, may differ from the information that is available directly through the Online Service and the Alpine website without the use of a mobile device. Information available directly through the Online Service and the Alpine website without the use of a mobile device may not be available via the Mobile Services, may be described using different terminology (including capitalized terms used in the Agreement or on the Alpine website, or may be more current than the information available via the Mobile Services, including but not limited to account balance information. The method of entering instructions via the Mobile Services may also differ from the method of entering instructions directly through the Online Service without the use of a mobile device. Processing of payment and transfer instructions may take longer through the Mobile Services. We are not responsible for such differences, whether or not attributable to your use of the Mobile Services. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store.

**(21) ALERTS AND MOBILE TEXT SERVICES:** Your enrollment in the Online Service includes access to mobile text messaging related services (collectively, "Text Services") and alerts. By receiving or otherwise using Text Services, you agree to the following terms for these services. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. The alerts and Text Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree that Text Services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. You also understand that there may be a disruption in service when you change your communications service provider. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery,

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misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the alerts and Text Services. The Text Services are only available to customers who have an eligible account with us, and you may be automatically enrolled to receive certain alerts. While you have to have an eligible account to use Text Services, once it is activated, if you have other types of accounts with us, Text Services may enable access to those other accounts as well. There is no service fee for the alerts and Text Services but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. Message and data rates may apply. Such charges include those from your communications service provider. Message frequency depends on user preferences.

**(22) ACCOUNT INFORMATION:** Account information provided to you as part of the Online Service is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record. The Online Service information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

**(23) OUR RIGHT TO REVIEW FUNDS PROCESSING:** As a sender of instructions to transfer or collect funds using the Online Service, you acknowledge and agree that we may delay or cancel the execution of your online instructions and/or charge back the amount of any credit to the applicable account as we determine in our discretion or claim a refund from you for such amount for various reasons including fraud, duplicate payment, incorrect amount or incorrect recipient.

**(24) RISKS OF ELECTRONIC TRANSACTIONS AND ACCESS TO INFORMATION:** Your ability to access the Online Service may be limited during periods of high volume, systems upgrades and maintenance or for other reasons. If the Online Service is not available for transactions, or if conditions render its use inappropriate, you agree to use alternative means to effect transactions, such as calling us. We will not be liable to you if you are unable to access the Online Service or complete transactions through it.