



INTERNET BANKING SERVICE AGREEMENT

This Internet Banking Service Agreement (“Agreement”) explains the terms and conditions governing the internet enabled banking and payment services offered by AMG National Trust Bank (“AMG”). All internet enabled banking and payment services offered or made available by AMG, of any kind (including but not limited to, statement access, bill payment, transaction history, fund transfers, Automatic Clearing House (ACH) origination, check image retrieval, check reordering), will be referred to as “Internet Banking” in this agreement. In this Agreement, the words “you” and “your” refers to the AMG customers or clients who utilize Internet Banking. The term “Account Disclosures” refers to the disclosures and agreements in effect regarding your account, which includes the “Terms and Conditions of Your Account Agreement,” the Funds Availability Disclosure, the Fee Schedule, and the “Service and Account Agreement.” Copies of these documents were provided to you when you opened the account and current copies are always available by contacting us at the address or phone number below.

Acknowledgment of the Agreement, Terms of Use, Disclosures, and Fee Schedule

By using Internet Banking, or allowing another person to use your account for Internet Banking, you agree to the terms and conditions of this Agreement as well as the “*AMG National Trust Bank Terms of Use*”, and the Account Disclosures. Such initial use acknowledges your receipt and understanding of this Agreement, the AMG National Trust Bank Terms of Use, and the Account Disclosures.

Multiple-Party Accounts and Authorized Signatories

Each person or authorized signatory on an account will be jointly and severally liable for all transactions that are made on the account, either through Internet Banking or otherwise. Each person or authorized signatory on an account authorizes all transactions made by another person or authorized signatory on the account, either through Internet Banking or otherwise.

Username and Password

AMG is entitled to act on instructions received through Internet Banking under your username and password without inquiring into the identity of the person using the username and password. You agree that you will never disclose your password to any other person or entity. No AMG employee or agent will ever ask you to disclose your password. Anyone asking for your password is not a representative of AMG and such inquiry should be immediately reported to AMG. If you do disclose your password to anyone despite this Agreement, you will be responsible for any transactions that result from the disclosure, whether you authorized the transactions or not. You agree to notify AMG immediately if your password is lost, stolen, or otherwise compromised. At any time, you may ask AMG to disable your current password and issue you a new password.

Payments

By providing AMG with payment instructions through Internet Banking, you authorize AMG to charge your account and to remit funds on your behalf. Because of the possibility of delays in the processing or posting of your payment, you must schedule your payment at least five business days before the required due date. On the scheduled day to make your payment, the full amount of your payment will be deducted from your account. We can only process payments to payees within the United States of America. You may not use Internet Banking to make any tax payment or court-ordered payment. We reserve the right to refuse to process any payment instructions or to limit the dollar amount of payments. If we are at fault, we will only be liable to you for direct losses and damages resulting from our failure to complete a payment from your account at the scheduled time or our failure to process the correct amount. We will not be liable for any consequential or special damages. We will have no responsibility or liability if a payment is not completed or received because (1) your account has insufficient funds; (2) Internet Banking is not functioning or is temporarily unavailable due to circumstances beyond our control or due to a suspension of services in response to suspicious activity; (3) you have provided us with incomplete or inaccurate instructions; (4) you failed to schedule the payment at least 5 business days before the due date; (5) you have exceeded your limits of payments; (6) of postal delays or processing delays by the payee; or (7) your account has been closed. You will be responsible for any late fees or finance charges that may be imposed by the payee.

Business Days and Times

“Business Days” are all days except for Saturdays, Sundays, and federal holidays. For a payment to be scheduled, it must be entered before 5:00 PM Mountain Time on a Business Day. ACH Origination cut-off times may be different. For that information, please see your separately executed ACH Origination Agreement, or contact us by phone.

Email Use

Email is not a secure method of communication. Thus, our email messages to you will not contain confidential information. Likewise, you should never send confidential information to us through email. You may not use email to conduct transactions (such as but not limited to, payments, fund transfers, wires, ACH originations, or stop payment orders). To use Internet Banking, you must provide us with a valid email address. Furthermore, you must keep us current with any changes to your email address. We will use your email address to send you notices from time to time, which may include notice of statement availability or notice of receipt of a personal information update to your account. We will never use your email address to ask you to verify any personal information, including username, password, or personal identification number (PIN). If you receive an email purportedly from us that asks for any personal information, then please phone us immediately.

Electronic Statements

You may choose to discontinue paper statements and instead access your electronic statements through Internet Banking. If you do so, you will no longer receive paper statements through the mail. You may reinitiate paper statements by phoning us. Electronic statements are available in Adobe portable document format (PDF). It will be your responsibility to acquire and maintain software capable of reading this format. You will receive an email to your address on file each month to indicate when your electronic statement is available for review through Internet Banking. Regardless of how you receive your statements, it is your responsibility to review your statements in a timely manner and to inform us within 60 days of any discrepancies or suspicious activity. If you fail to do so, you may be responsible for your loss due to such activity. For more information on your responsibility to examine account statements, please see the Terms and Conditions provided to you when you opened your account. Additionally, we would be happy to provide you another copy of the Terms and Conditions upon your request. Please contact AMG National Trust Bank's Main Banking Office at the address or phone number below.

Indemnification

Except to the extent that we are liable under the terms of an agreement that otherwise governs your accounts with us, if you are an owner of an account with us, you agree to indemnify and hold us, our affiliates, vendors, directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with use of Internet Banking by you, your representative or any person to whom you provided your password. You agree to indemnify, defend and hold harmless AMG for any claims, demands, actions, losses, damages, liabilities, costs, charges, attorney fees or expenses of any nature, arising from or out of your failure to comply with this Agreement or the use or misuse of Internet Banking by you, your joint account holders, your authorized signatories, or your agents.

Modification and Termination

AMG has the right to modify or terminate this Agreement or the AMG National Trust Bank Terms of Use at any time. When making changes, AMG will comply with all legal notice requirements. You may terminate this Agreement by no longer using Internet Banking. AMG may terminate this Agreement by no longer providing you access to Internet Banking. The termination of this Agreement will not terminate any obligations or rights arising under this Agreement before such termination. The rights of termination are in addition to all other rights and remedies of AMG in these terms or by law.

Contact

AMG National Trust Bank
6295 Greenwood Plaza Blvd
Greenwood Village, CO 80111-4908
800-999-2190
303-694-2190