

## **Amendment to Deposit Account Terms and Conditions - effective September 1, 2016.**

### **High Country Bank**

These are the changes that may affect you. To view the document in its entirety, you may request a copy by calling 719-539-2516, request a copy at the Bank or review the document online at [www.highcountrybank.net](http://www.highcountrybank.net).

**Agreement Section:** Nothing in this document is intended to vary the institution's duty to act in good faith and with ordinary care when required by law.

**Deposit Section:** Unless prohibited by law, the institution can charge back the amount of any item which was initially paid by the payor bank and which is later returned due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which in the institution's judgment justifies reversal of credit. The institution may attempt to collect previously returned items without giving the depositor notice, and it may permit the payor bank to hold an item beyond the midnight deadline.

If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us with an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip.

**Withdrawals Section:** An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item.

The institution has the right to require notice before withdrawal from an interest earning account and does not apply to a demand deposit.

**New Notices Section:** Notice to the institution is effective when it is actually received and it must be received in time for the institution to have a reasonable opportunity to act on it.

Notice to the customer is effective when it is mailed.

**Statements Section:** The customer must examine items for unauthorized or missing indorsements.

**Set-Off Section:** If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date. The right of set-off for partner and partnership accounts and the set-off for joint accounts and joint accountholder accounts has been clarified. The right of set-off may not apply if it is prohibited by the Military Lending Act.

**Restrictive Legends Section:** also applies to restrictive indorsements.

**Check Processing Section:** You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item.

The institution can properly pay an item payable to multiple payees unless the accountholder gives the institution notice in writing that multiple indorsements are required.

The institution is not responsible if an unauthorized signature or alteration is not identified by reasonable inspection.

**Death or incompetence Section:** the term legally incompetent is replaced with adjudication of incompetence

**Fiduciary Accounts Section:** the institution is not responsible for the actions of the fiduciary, including the misuse of funds.

**Waiver of Notices Section:** the waiver does not apply if the notice is required by Regulation CC.

**ACH and Wire Transfers Section:** credit entries can be made by ACH

**UTMA Accounts:** We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority.

**Monitoring and Recording Telephone Calls NEW Section:** calls can be recorded to maintain a record. Customer consents to the institution contacting them, other than for telemarketing, using any telephone number or email address we have on file.