

CHOICE BANK
COMBINED BUSINESS AND CONSUMER ONLINE BANKING AGREEMENT
Including Bill Pay, Mobile Banking and Deposit

The following information represents the Combined Business and Consumer Online Banking Agreement, Including Bill Pay, Mobile Banking and Deposit (“Online Banking Agreement”) between you and Choice Financial doing business and Choice Bank (“Bank,” “we,” “our,” “ours”). This Online Banking Agreement, including, as applicable, any related Authorization Form, the signature card, rate and fee schedule, and any applicable Schedule and other instructions and the terms and conditions contained herein relating to specific Services that may be provided in connection herewith, sets forth the terms and conditions governing the Services to you or anyone authorized by you (collectively, “Customer,” “you,” “your,” “yours”) and describes your and our rights, responsibilities and obligations.

This Online Banking Agreement also includes by reference, as applicable, the signature cards for your Accounts; your Deposit Account Agreement (as defined in Section 10.07 below); the Schedule of Fees, and all other applicable rate and fee schedules; Funds Availability Disclosure; all other instructions (including Operating Instructions, as such term is defined below); if you are a consumer, (i) Truth in Savings Disclosures; (ii) Electronic Funds Transfer Agreement and Disclosure (“EFTA”); and (iii) Choice Bank Electronic Communication Agreement; and the terms and conditions contained or referenced herein relating to specific services that may be provided in connection herewith (this Online Banking Agreement and of the aforesaid related agreements, schedules or disclosures being referenced herein collectively as this “Agreement”).

If you are a business Customer, you must complete and sign the Enrollment Form for Online Banking Services, which is made an integral part of this Agreement and is hereby incorporated by reference. If you are a business customer, by completing and signing the Enrollment Form, and/or using one or more of the Services, Customer agrees to, and shall be bound by, the terms, conditions and provisions in this Agreement, including those for each Service, which Customer has selected. If you are a consumer, by executing this Agreement (or clicking the “I agree” button at the end of this Agreement), you acknowledge your intent to be bound by all of the terms, conditions, and notices contained or referenced in this Agreement. If you are a business customer and have executed or otherwise consented to the terms of the Bank’s Cash Management Service Agreement, then notwithstanding any language in this Agreement, the Cash Management Service Agreement shall control over this Agreement.

Bank, in its sole discretion, may not permit Customer to use the Service until Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to receive and review this Agreement and activate the Service. Regardless, Customer agrees that the use by Customer of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer’s acceptance of and agreement to Bank’s terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement or otherwise prescribed by Bank. In order to activate the Service, you must have at least one Account with us linked to the Service.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Bank, intending to be legally bound, do hereby agree as follows:

Article I. Definitions. The following terms and definitions apply when used in this Agreement.

- (a) “Access Device” means access equipment, including but not limited to a personal computer or a Mobile Device that meet the requirements for use of the Service.
- (b) “Access Code(s)” means your User Name assigned to you by the Bank, along with your Password and/or other personal identification numbers or information required for you to gain access to Online Banking.
- (c) “Access Device System” means all software, hardware, Access Devices or other equipment necessary to access the Services.
- (d) “Account” or “Accounts” means one or more checking, savings, money market deposit, or loan account that you have with us.
- (e) “Account Access” means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.
- (f) “Account Agreement” means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.
- (g) “Authorization Form” means the Authorization for Online Banking Services form for use by business customers and attached hereto as Exhibit “A.”
- (h) “Bill Payment Account” means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Online Banking Service.
- (i) “Bill Payment Service” means our service available through Online Banking that allows you to pay or transfer funds to designated Payees based upon your instructions to us, via an Access Device.
- (j) “Bill Payment” or “Payment” means the remittance of funds, initiated through Online Banking, from a Bill Payment Account to a Payee.
- (k) “Biometric Logon” means an authentication method to assist in verifying your identity through collecting your unique facial

or fingerprint image (image capture) or your voice characteristics (audio capture).

- (l) “Business” means any owner of an Account that is not a Consumer.
- (m) “Business Day(s)” means 8:00 a.m. to 5:00 p.m. Central Time (Standard or Daylight) Monday through Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.
- (n) “Business Purpose” means any purpose other than for personal, family or household purposes.
- (o) “Consumer” means a natural person that is an owner of an Account intended primarily for personal, family or household purposes.
- (p) “Deposit Account Agreement” has the meaning provided in Section 10.07.
- (q) “Electronic” means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.
- (r) “Enrollment Form” means the Online Banking Enrollment form for business customers.
- (s) “Mobile Device” means an Access Device that is mobile, including but not limited to a mobile phone, smartphone, tablet, any personal data assistant or other wireless device used in conjunction with any Service in this Agreement.
- (t) “Online Banking” or “Service” means the service(s) described in this Agreement.
- (u) “Operating Instructions” shall mean any information provided by Bank to Customer and any information provided by Customer to Bank giving instructions for use of the Service. The Operating Instructions, which may be communicated within the terms and conditions of the Service, by online screen instructions or other forms of written notice permitted by this Agreement, are made a part hereof.
- (v) “Password” means the confidential identification consisting of a sequence of characters or numbers, Biometric Logon, or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Banking Services.
- (w) “Payee” means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online Banking Services.
- (x) “Primary Account” means the Account you designate for Online Banking Service fees to be charged.
- (y) “PC” means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of Online Banking Services.
- (z) “Transfer” means a transfer of funds, initiated through Online Banking Service, from one eligible account to another.
- (aa) “Transfer Day” means Monday - Friday, to 6:00 p.m., Central Time (Standard or Daylight). Federal Holidays are not included.

Other definitions may be set forth elsewhere in this Agreement.

Article II. Setup and Use of Online Access Services.

Section 2.01 Eligibility. To have access to the Services you must be an authorized user of the software you select, if required for use with the Equipment. You must also have at least one eligible deposit or loan account with us. If you have more than one Account, you will have access through the Service to the Accounts you specify on the Authorization Form. If you specify more than one Account, we will “link” the Accounts together. Accounts which are “linked” under the Services will have one common owner and signer. Any person with your Access Code (defined below), acting alone, will be authorized to access a linked account via the Service. Any non-linked account will not be accessible through the Service. Bank may un-link any Account with or without notice in its sole discretion. You must designate a User Name and Password which will be required to gain access to the Service. Prior to your first use of Online Banking, the Bank will assign you a User Name, Password, and/or personal identification number (collectively are referred to as the “Access Code(s)”), required to gain access to Online Banking. The Online Banking system will ask you to change your Password the first time that you use the system. We recommend that your Password be comprised of both letters and numbers, and that it not be easily associated with your personal information, such as your address, date of birth, or anniversary. “Eligible Accounts” include the following:

1. Checking (Demand Deposit) Accounts
2. Savings Accounts
3. Money Market Accounts
4. Loans
5. Certificates of Deposit

Section 2.02 Security Procedure. The use of the Access Code(s), as well as other Security Devices, as defined below, and any other procedures which the Bank directs you to use in this Agreement or the Operating Instructions, constitute the security procedures established by Bank to authenticate the identity of the person attempting to gain access to the Service (collectively, the “Security Procedures”). The Security Procedures are not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Codes in a secure location. Any person having access to your Access Codes (or just your Access Codes) will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. **You are responsible for safeguarding the Access Codes. Providing these Access Codes to another person effectively constitutes a grant of authority to access or make transactions on your accounts.**

- (a) You agree to comply with the Security Procedures, and any other Security Procedures Bank directs you to use, and you

acknowledge and agree that the Security Procedures, including (without limitation) any Access Code, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure (collectively “Security Devices”), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to this Agreement or your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transactions initiated by you and that you bear the sole responsibility for detecting and preventing such error.

- (b) If you are a business, you agree to appoint and designate an administrator (the “Administrator”) who will be authorized and responsible for creating and maintaining subsequent User Names, Passwords and tokens on your behalf, including assigning and revoking access privileges for persons to use the Service, (“User”) and providing new and subsequent Security Devices to those Users. Bank will provide Customer’s designated Administrator, through United States postal mail and/or other delivery service selected by Bank at Bank’s option, with a User ID number and Password, and tokens to be distributed by the Administrator to each User with respect to one or more of the Services. Customer understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. If these privileges are granted by the Administrator to a User, that User will also be considered an Administrator. Customer will be required to use the Security Device each time it accesses the Services. Customer acknowledges that any Administrator shall have the ability to control security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to transfers of funds. You also agree that the Administrator or any User shall also have the authority on behalf of customer to electronically accept and approve any and all agreements, notices, and amendments to agreements by and between Bank and Customer, including but not limited to this Agreement.
- (c) You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. If you are a business customer, you represent and warrant that no User(s) will share any Security Devices or Access Codes with each other. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User Name), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Devices have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Access Code, Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. If you are a business, you agree to indemnify, defend all claims, and hold the Bank harmless from any loss, damages, or expenses, including but not limited to attorneys’ fees, caused by you, your employees’, or agents’ failure to keep the Security Procedures or Security Device confidential and secure.
- (d) You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s), Administrator(s) or User(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.
- (e) We reserve the right to modify, amend, supplement, or cancel the Security Procedures, and/or to cancel or replace any Security Devices, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

Section 2.03 Access. Services are generally accessible twenty-four (24) hours a day, seven (7) days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Agreement or any applicable Service Section for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid.

You agree to access Online Banking and to use the Services in accordance with the Operating Instructions provided to you by us. The Bank may change the terms and conditions of this Agreement or any applicable Service Section from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article IX. Use of Online Banking Services after the effective date of such changes will constitute your consent to the changes.

Section 2.04 Access Devices, Browser Access and Internet Services. In order to use the Services, you must first obtain your own personal Access Device with Internet connection capability and related equipment (the “Hardware”). You also must provide the type of Internet access required by the Hardware and/or Software, which requires a web browser with Java scripting capabilities and 128-bit SSL encryption. Also recommended is an internet connection speed of Cable, DSL, T1 or higher, and up-to-date versions of modern internet browsers such as Microsoft Edge™, Chrome™, Firefox®, or Safari®. Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your Access Device, and for all related costs. You are solely responsible for virus protection and maintenance of your Access Device. Bank shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. The Bank may add to, modify, or replace software programs used in conjunction with providing the Services under this Agreement or any applicable Service Agreement at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered. If you are a business customer, the Bank may deem it necessary to hold training or retraining classes for you from time to time and you agree that you will participate in such training.

Article III. Online Access Services.

Section 3.01 Available Services. Customers may use the Online Services to:

1. Make Transfers between Accounts you may have with us.
2. Make Payments to a Payee from your Account(s) (Bill Payment Service).
3. Obtain Account balances. Your account balance is generally current as of 8:00 a.m. Central Time (Standard or Daylight) of each Business Day, but may not include recent transactions (such as checks cashed at a teller on the Business Day). In addition, your account balance may show funds that have been credited to your account but are not yet available for withdrawal.
4. Review recent transactions on your Accounts.
5. Transfer money to make loan payments.
6. Transfer money from Line of Credit to transactional accounts.
7. Communicate directly with Bank via the Online Banking secure message center.
8. Download Account information in various formats.
9. Issue stop payment orders (excludes paper checks issued via the Bill Payment Service).
10. View check/print images.
11. Order checks.
12. Set-up and receive e-mail Alerts.
13. Request a change of address.
14. View Account statements.
15. Make transfers between Accounts you may have with us and accounts you have with other U.S. financial institutions.
16. Make Mobile Deposits (Mobile Deposit Service)
17. *Originate ACH entries.
15. *Make Wire Transfers.
17. Perform other activities and functions outlined in this Agreement and/or made available to you by the Bank.

* Services are available to business customers only and upon approval by the Bank. If you are a business customer, you must execute the applicable Service Agreements to use these services.

These activities are limited to the extent noted herein and in the agreements governing your various services or accounts with us. All Services may not be accessible via a Mobile Device.

Section 3.02 Additional Services. Additional services may be included in an update to this Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking. Information about new services may be obtained from our website at <https://bankwithchoice.com>. Not all of the products or services described on the Bank’s website are available in all geographic areas. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these services.

Section 3.03 Restrictions: Limits. In most cases you may use Online Banking to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking account access, restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

Section 3.04 Vendor. You acknowledge and agree that the Service may be provided by an independent third party service provider (“Vendor”) as selected by Bank, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Bank. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other.

Section 3.05 Availability of Service. We will use reasonable efforts to make the Service available for your use on a continuous basis. The Service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet, cellular or other communications availability. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue this Service at any time. If we choose to discontinue the Service, we will provide you with reasonable notice in advance of that fact. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.

Section 3.06 Consumer Disclosure Provisions. THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO CONSUMERS:

- (a) **Unauthorized Transactions.** To the extent a Service transaction is an “electronic fund transfer” under Federal Reserve Board Regulation E (“REG E”), tell us AT ONCE if you believe your Password has been lost or stolen, or if you believe that an Online Banking transaction has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. Call us at the number for the Bank provided in Section 10.06. You could lose all the money in your Accounts (plus maximum overdraft protection or the maximum amount of any line of credit established with us). If you tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, you can lose no more than \$50.00 if someone used your Access Code or made a transaction without your authorization. If you do NOT tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, and we can prove we could have stopped someone from using your Access Code or the Service without your authorization if you had told us, you could lose as much as \$500.00. Also, if your statement shows a transaction that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed, electronically transmitted, or otherwise made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods as may be reasonable under the circumstances.
- (b) **Bank’s Failure to Complete Transactions.** To the extent that a Service transaction is an “electronic fund transfer” under Reg E that relates to an Account established primarily for personal, family, or household purposes, if we do not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement, we will be liable for your losses or damages. However, we will not be liable (and any Payment guarantee provided elsewhere in this Agreement will not be applicable) if any of the following occurs:
- (i) *Through no fault of ours, the Account selected by you does not contain sufficient available funds to complete the Payment or Transfer;*
 - (ii) *The transaction would exceed the credit limit on any overdraft line of credit linked to the Account;*
 - (iii) *Your Equipment, including without limitation, PC, Internet service provider, telephone line, modem is not operating properly;*
 - (iv) *The Service is not working properly and you were aware of the malfunction when you initiated the transaction;*
 - (v) *You do not properly follow the instructional materials or Operating Instructions provided in connection with Online Banking;*
 - (vi) *You do not authorize a Payment within a sufficient period of time for your Payment to be received by the payee by the due date;*
 - (vii) *You have not provided us with the correct Payee name, address, account information, Payment amount, or other instructions necessary to complete the Payment, or the foregoing instructions stored on your PC’s hard drive or the host system have been lost;*
 - (viii) *A Payee mishandles or delays the handling of Payments sent by us;*
 - (ix) *Your funds are held or frozen, or a court order or other legal process prevents us from making a transaction;*
 - (x) *Your Access Code has been reported lost or stolen;*
 - (xi) *We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;*
 - (xii) *You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Service or the Account;*

- (xiii) *Your telephone service has been disconnected or there are deficiencies in the quality of your telephone line;*
- (xiv) *Circumstances beyond our control (such as telecommunication, Internet or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;*
- (xv) *Making a transfer would cause us to violate any law, rule, or regulation to which we are subject; or*
- (xvi) *Any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special, or consequential damages).*

There may be other exceptions to liability stated in this Agreement, or in other agreements we have with you, or otherwise provided by applicable law.

- (c) **Error Resolution.** In case of errors or questions about your Electronic Transfers, telephone us, or write us at the number or location provided in Section 10.06 as soon as you can if you think that your statement is wrong or you need more information about a transaction listed on your statement or appearing on the account activity screen of your PC, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared or you received notification of the problem or error on your PC. You must:
- (i) *Tell us your name and the Account number.*
 - (ii) *Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.*
 - (iii) *Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within thirty (30) days after the first deposit to the Account) after we hear from you and will correct any error promptly. If we require more time, however, we may take up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within thirty (30) days after the first deposit to the Account) to investigate your complaint or question. If this additional time is necessary, and your written notification has been received by us, we will credit your Account within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within thirty (30) days after the first deposit to the Account) for the amount you think is in error, so that 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 (twenty (20) Business Days for transactions that have occurred within thirty (30) days after the first deposit to the Account), we will not credit your Account and we will still have up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the Account) for our investigation. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.*

Article IV. Additional Services and Information.

Section 4.01 Bill Payment Service.

- (a) You can arrange, at your option, for the payment of your current, future and recurring bills from your designated Bill Pay Account. For Bill Payment Service, your Payee list may include utility companies, merchants, financial institutions, insurance companies, individuals, etc. within the United States whom you wish to pay through Bill Payment Service. Please include the full name of the Payee, a complete mailing address where Payments are to be delivered as specified by the Payee, and telephone number for each Payee except where the Service expressly indicates that it shall manage such Payee information, along with your account number with the Payee, the amount of the Payment, the name on your account with the Payee, and whether the Payment is recurring. The Bank reserves the right to decline to make Payments to certain persons and entities. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Payments. On recurring Payments, it is the responsibility of the account owner or designated authorized users to update Payee account information such as address changes, account numbers, etc.
- (b) Payments are posted against your ledger balance, plus the available credit on your overdraft protection, if any, or other line of credit.
- (c) You may schedule Payments to be initiated on the current Business Day, on a future date, on the same date of each month, or other regular interval available in the Bill Payment Service. If you are scheduling a Payment for the current Business Day, it must be initiated prior to 3:00 p.m. Central Time, otherwise scheduling will be considered the following Business Day. Changes to scheduled Payments must be made before 3:00 p.m. Central Time the Business Day before the day it is to be processed. Bank may, in its sole discretion, accelerate the effective time of any scheduled Payments or change requests. Once a Payment is in-process, it cannot be modified or canceled through the Service. Instead, you must contact Customer Service to request a stop payment. A recurring Payment may be modified or canceled after processing for the current Payment instance is complete. Although you can enter Payment information through the Service twenty-four (24) hours a day, seven (7) days a week, the Bank only initiates on Business Days. Funds must be available in your Account on the scheduled

payment date. After funds are withdrawn from your Account to make a Payment, we may make the Payment either by transferring funds electronically to the Payee or by mailing the Payee a check. Funds will be deducted from your account (whether we make these Payments electronically or by check) on: (a) the Business Day we process the Bill Pay request, if you schedule a Payment for processing the same Business Day as the day of receipt by us of that request; and (b) the Business Day you schedule a Payment for processing, if the bill payment is future dated (that is, set by you for processing on a future date). If you direct the initiation of a Payment to occur on a day other than a Business Day, it will be initiated on the previous Business Day. The Bill Payment Service will indicate whether a Payee is paid electronically or by check.

- (d) When you create a new Payee in the Bill Payment service, it has a temporary status until we have had sufficient time to set up the account, and for your business Payees, verify information about your account. The Bill Payment Service may provide a calendar feature that estimates the expected date of delivery of a scheduled Payment. This feature is an estimate only and not a guarantee of Payment delivery on that date. You should schedule a Payment to a new Payee at least seven (7) Business Days before any Payment due date to allow us time to set up the Payee and verify information about your account with the Payee. Bank is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the Payee. There is no limit on the number of Payees or number of Payments that may be authorized. Bank may, in its sole discretion, establish maximum payment amounts and aggregate daily limits. Electronic Payments are subject to the availability of sufficient funds in the designated checking account. However, Bank reserves the right to impose limits at some future date, with proper written notice. You acknowledge and agree that if you describe a Payee inconsistently by name and account number, scheduled Bill Payment transactions to the Payee will occur on the basis of the account number, even if it identifies a person other than the named Payee.
- (e) For all subsequent Payments, you agree to allow at least three (3) Business Days for electronic payments and at least five (5) Business Days for check payments between the date you schedule a Payment to be initiated and the Payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other actions taken by the Payee. If you schedule your Payment and follow all instructions provided, and the Payment is not received by the Payee in a timely manner, a representative of Bank will work with the Payee on your behalf to have any late fees or charges reversed.
- (f) When you schedule a Bill Payment that will be made by check, you authorize us to issue a check drawn on your qualified designated checking account for the requested amount. If sufficient funds are not available in your designated account when the check is presented for payment, we may refuse to honor the check and return it unpaid. At our sole discretion, we may elect to pay the check regardless of the insufficient funds. In either event, your qualified designated account will be charged our then current fee for processing insufficient items, whether the check is paid or returned, as applicable. You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.
- (g) If Payment is to be made electronically and your Account does not have sufficient funds to make a Payment as of the date the Transfer or Payment is attempted or scheduled to be made, we may refuse to honor the Transfer or Payment and return it unpaid. At our sole discretion, we may elect to pay the Transfer or Payment regardless of the insufficient funds. In either event, your qualified designated account will be charged our then current fee for processing insufficient items, whether the Transfer or Payment is paid or returned, as applicable. You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account. Bank shall have no obligation or liability if it does not complete a Transfer or Payment because there are insufficient funds in your account to process a transaction. In these cases, you are responsible for either making alternate arrangements for the Payment or rescheduling the Payment through the Service. In the case of recurring Payments, only the Payment currently scheduled will be affected. Recurring Payments scheduled for future dates will not be affected.
- (h) Recurring Payments and Transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Payments and Transfers will be made automatically until you delete the Payment or Transfer or upon expiration. If the Payment is not a recurring Payment, it will be a "one-time Payment." One-time Payments do not recur and are not made until you enter the Payee and amount of the current bill and submit the Payment. A recurring Bill Payment Service transaction that you want deleted must be deleted or the next Payment date changed ten (10) Business Days before the current transaction date.
- (i) A stop payment cannot be placed on an Electronic Bill Payment transaction once issued. However, a stop payment can be placed on a Bill Payment transaction by Bill Payment check any time prior to 3:00 p.m. Central Time on the day such check is scheduled for final payment.
- (j) There is no fee for deleting a Payment initiated through Bill Payment; however a fee will apply for a stop on a Bill Payment check.
- (k) In the event a Payment is returned to us for any reason, you authorize us, in our sole and absolute discretion, to either research and correct the Payment information or to void the Payment and re-credit your Account.
- (l) If you do not schedule or process a Payment via the Bill Payment Service for any three (3) month period, we may terminate your Bill Payment Service. If you close your Bill Payment Account, or if we terminate your Bill Payment Service, your online bill payment information will be lost and all pending payments will be cancelled. If you decide to terminate the Bill Payment Service, you agree to cancel all future bill payments at the same time that you cancel your Bill Payment Service, either by deleting those payments yourself using the Bill Payment Service or by calling us at the number provided in Section 10.06. This will ensure that future payments made by you will not be duplicated. We will automatically delete all

outstanding payment orders (all one-time Payments and all Recurring Payments) once your Bill Payment Service has been terminated. Termination of the Bill Payment Service will not automatically close your Accounts and will not affect your obligations arising from past Bill Payment transactions.

Section 4.02 Mobile Banking Service. If you have selected the Mobile Banking Service, the following terms and conditions are applicable to the Mobile Banking Service.

- (a) **Description of the Mobile Banking Service.** The Mobile Banking Service is similar to Online Banking Service and refers generally to any service allowing an existing Bank customer to access and view accounts, including checking, certificates-of-deposit, money markets, loans, and lines-of-credit, selected by the customer ("Accounts") from a web-enabled mobile phone or device ("Mobile Device") whose network allows secure SSL traffic and supports WAP browsers. The services available to the text-enabled cellular phone are limited as further described in this Agreement. We do not guarantee the functionality of the Service on all wireless devices or networks; however, generally, the Service should be compatible with any web-enabled mobile phone or other Mobile Device, regardless of make, model, or mobile service provider. This proprietary solution adapts to any screen size and can change dynamically to present items on any screen in a pleasing format. The Mobile Banking Service allows you to view transaction history, view Account balances, view account transaction history, transfer funds between Accounts, pay bills to payees, view alerts, and if you have selected the Mobile Remote Deposit Service, remotely make deposits. In most cases you may use the Service to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Service account access, restrict Service account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.
- (b) **Service Included.**
- The Service requires a web-enabled Mobile Device or a cellular phone that is text-enabled. The text-enabled cellular phone service ("SMS Texting") is limited to certain functions established from time to time by the Bank. Text messages are sent to you without being encrypted. With the exception of the text-enabled cellular phone, the Service is similar to internet banking on a personal computer. You can view your available account balance and review account history on the Account selected by you.
 - The Service allows you to transfer money between your accounts. You must select the accounts to and from which funds will be transferred through the use of the Online Banking service, and you will receive a confirmation when the transaction is completed. Frequency and amount limitations of transfers are set forth below.
 - If you have signed up for our Online Banking Bill Payment Service, the Service allows you to pay bills to payees. A confirmation message will be displayed after the bill payment is complete.
 - If you have Alerts on your account, you may review the Alerts with the Service. The Alert information must be set up through the use of the Online Banking Service.
 - If you have signed up for Mobile Remote Deposit Service, you can transmit the image of a check to us for deposit to your account.
 - From time to time, we may develop additional mobile banking services. As such services are developed you will have the opportunity to add them to your Mobile Banking Service, provided you have compatible wireless hardware and software.
- (c) **Eligibility/How To Register For Mobile Banking Service.** To use the Service, you must have an open account at the Bank, register for Online Banking Services, and have a compatible Mobile Device. During the registration process, you will enter your mobile phone number as well as other information we require to authenticate your identity. You will be provided with further instructions on how to access the Service using a software application ("App") or the browser on your Mobile Device. During this registration process, you will be required to provide your Online Banking Service identification credentials ("Access Code") that you must use each time you access the Service.
- (d) **Security Procedure.** In addition to other Security Procedures provided for in this Agreement, the use of the Access Code and your Mobile Device, and Biometric Logon are is a security procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service. Biometric Logon is an authentication method to assist in verifying your identity. It collects your facial or fingerprint (image capture), or your voice biometric (audio recording). The security procedure is not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code or your Biometric Logon will be able to access these Services and perform all transactions, including reviewing Account information and using the Bill Pay Services. With this Access Code, a third party will be able to use your Online Banking Service to add new payees to the Bill Pay Service. You are responsible for safeguarding the Access Codes, including your Biometric Logon, and your Mobile Device. Providing these Access Codes or Biometric Logon to another person effectively constitutes a grant of authority to access your accounts under Consumer Financial Protection Bureau Regulation E ("REG E").
- (e) **Physical and Electronic Security.** Because the Mobile Banking Service is similar to Online Banking on a personal computer, there are security risks associated with the use of the Service. The hardware and software that you use in connection with the Service may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We will use commercially reasonable efforts to secure the Service to prevent

access by unauthorized persons and to prevent the introduction of any malicious code, such as an Access Device virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.

- (f) **Account Access.** Transfers and Payments from your Account initiated via the Mobile Banking Service will be deducted on the day you initiate them. If the day you initiate a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.
- (g) **Processing Internal Fund Transfers.** We can process a Transfer until 6:00 p.m. Central Time on a Transfer Day. If you initiate a Transfer after the that time, the Transfer will be reflected in your account and available for your use at the time the Transfer is initiated, but it will be processed the following Business Day. You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements. If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") charges that may apply.
- (h) **Cancelling Transfers or Payments.** You may cancel a pending Transfer or Payment transaction. However, to do so, you must use the Online Banking Service and we must receive your instruction to cancel prior to 6:00 p.m. Central Time one Transfer Day or Business Day before the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.
- (i) **Bill Payment Service and Transfers.** If you have signed up for our Online Banking Bill Payment Service, you can use this Service to initiate bill payments, which will be processed during the next bill pay processing time. The Bank reserves the right to decline to make Payments to certain persons and entities. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Payments. Please refer to your Online Banking Bill Payment Service Section of this Agreement for the procedures that must be followed to perform Bill Payment Service functions. Payments are posted against your ledger balance, plus the available credit on your overdraft protection, if any, or other line of credit. Other than the functions described in the Online Banking Bill Payment Service Section of this Agreement, Bill Payment transactions are processed in the same manner through the Mobile Banking Service as they are with the Online Banking Service.
- (j) **Confirmation Numbers.** Upon completion of a Transfer or Payment, a confirmation message will be displayed on your Mobile Device confirming that the transaction has been completed. If Alerts have been enabled, an email or an SMS Text message will be sent to confirm the Transfer or Payment. You should record the Payee information (if applicable), the date of the Transfer or Payment, and the amount of the Transfer or Payment, in your checkbook/transaction register or other permanent record. This procedure will help in resolving any problems that may occur. No printed receipts are issued through the Service.
- (k) **No Fees to Access Mobile Banking Service.** There is no fee or charge assessed by us for you to register for or access the Mobile Banking Service. (We may assess fees or charges in the future; you will receive notice of such fees or charges, as required by law.) You may, however, incur charges to receive Internet service on your Mobile Device. You may also incur charges from your wireless carrier when sending and receiving text messages. You will be responsible to your wireless carrier for any such Internet or text messaging charges.
- (l) **Export Control and International Use.** The United States controls the export of products and information containing encryption ("Controlled Technology"). You agree to comply with such restrictions and not to export or re-export any Controlled Technology within the Service to countries or persons prohibited under the Export Administration Regulations ("EAR"). By downloading any products or information from this Service, you are agreeing that you are not in a country where such export is prohibited and that you are not a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any products or information subject to the EAR. We do not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the United States. Accessing the Service from locations where its contents or use is illegal is prohibited by Bank. Those choosing to access the Service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.
- (m) **Proprietary Rights.** Other than your materials and account information, all content received on the Mobile Banking Service is the exclusive property of Bank and/or its licensors and is protected by copyrights or other intellectual property rights.
- (n) **Your Mobile Device and Your Software.** We will not be responsible for any errors or failures from any malfunction of your Mobile Device or any malicious software or other problems related to the Mobile Device used with our Services. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your mobile browser (Google Chrome, Safari, Samsung Internet, or otherwise), your mobile service provider, your personal financial management or other software (such as Quicken®, et), or any equipment you may use to access or communicate with the Service.

- (o) **Area of Service.** The Services described in this Agreement are solely offered to citizens and residents of the United States of America and may not be accessed while outside of the United States of America.
- (p) **Program Revisions.** We may, from time to time, revise or update, or perform maintenance upon, our program, the Services, and/or related material, resulting in interrupted service or errors in the Services or rendering prior versions obsolete. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We reserve the right to terminate this Agreement as to all prior versions of our programs, the Services, and/or related material and limit access to our more recent versions and updates. Use of the Service after the effective date of any such revisions, updates, and/or changes will constitute your consent to the same.

Section 4.03 Mobile Deposit Service. If you have selected the Mobile Deposit Service, the following terms and conditions are applicable to the Mobile Deposit Service. Your use of Bank's Mobile Deposit Service is governed by the terms of this Agreement. By agreeing to or signing the applicable account documentation or by using or continuing to use Mobile Deposit you are acknowledging your election to use the Mobile Deposit Service. You acknowledge that email and/or messages displayed on your mobile device will be the primary means of communication for the Mobile Deposit Service. You are responsible for maintaining a current email address and you agree that you will, in a timely manner, review messages and notifications you receive from us and check your account to confirm it reflects recent activity.

- (a) **Mobile Deposit Service Description.** The Mobile Deposit Service allows you to use the Mobile Banking Apps to make deposits to your accounts from home or other remote locations; by taking photos of the front and back of original checks and transmitting the digital images ("images") and associated deposit information to us or our processor with your Mobile Device. In order to use the Mobile Deposit Service, you must be designated as an authorized signer or of an Account that is eligible for this Mobile Deposit Service and be approved by the Bank.
- (b) **Limits.** We may establish per item transaction, daily, and monthly limits on the dollar amount and/or number of Check Images or Mobile Deposits from time to time. The daily and monthly limits are over Business Days and calculated based on your total Mobile Deposit activity across all of the Accounts that you use with this service. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit and you may deposit the check(s) in a manner consistent with other methods for making deposits provided by the Bank (such as at a branch or ATM or by mail). If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Bank reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.
- (c) **Provisional Credit and Funds Availability.** Upon acceptance of the Mobile Deposit, Bank shall grant your Account Provisional Credit (as herein defined) for the total amount of the Mobile Deposit or the accepted Mobile Deposit, as applicable. As used herein, "Provisional Credit" means that when we post transactions to your account, the credit is made to your Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank's funds availability disclosure. Mobile Deposit funds are generally available the next Business Day after the Business Day of your deposit, unless a hold is placed. If a hold is placed, you will be notified.
- (d) **Checks Deposited and Security Interest.** You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the image of the check that is transmitted to Bank (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not use the Mobile Deposit Service to deposit any Checks or other items that: (a) are payable to any person or entity other than you, (b) are drawn, or otherwise issued, by you on any account of you maintained at another financial institution, (c) are prohibited by Bank's then current Procedures pertaining to the Mobile Deposit Service or are in violation of any law, rule or regulation, (d) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) have not been previously endorsed by a financial institution and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior express written consent, (f) are drawn on financial institutions that are located outside of the United States or Territories of the United States, and (g) are not acceptable to Bank for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (g) each a "Prohibited Check" and, collectively, "Prohibited Checks"). If you deposit a Prohibited Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Bank's express written consent to do so, you provide Bank with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments. You grant Bank a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to Bank under this Agreement. This security interest will survive termination of this Agreement.

- (e) **Requirements.** Each image must provide all information on the front and back of the original Check at the time presented to you by the drawer (the person or entity from whose account the Check was written), including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the check by the person or entity listed on the payee line on the Check. Endorse your Checks with your signature, your entity name and title if applicable, the words "For Mobile Deposit Only", and our Bank name. You acknowledge and agree that you shall be liable to us for any loss we incur caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by you.
- (f) **Receipt of Deposit.** All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement and any amendments to such Agreement. To be eligible for processing on the day transmitted, Mobile Deposits must be received and accepted by Bank on or before 5:00 p.m. Central Time on a Business Day. Other cutoff times may be established by Bank from time to time (the "Cutoff Time"). A Mobile Deposit that is received after 5:00 p.m. Central Time on a Business Day shall be deemed to have been received on the following Business Day. Cutoff time information is available at <https://bankwithchoice.com> or by calling the Bank as set forth in Section 10.06. When we receive an image, we will confirm that you have submitted the image via a message displayed on your Mobile Device. Your submission confirmation does not mean that the image contains no errors or that it has been approved for crediting. A status of "pending" does not indicate that the submitted item has been accepted. You will not receive a subsequent notification that a submitted image has been credited to your Account. You agree that Bank has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through this Service, at our discretion, without liability to you. If your submission is rejected, you will receive e-mail of such rejection from the Bank. It is your responsibility to check notifications from the Bank for any rejected submissions and contact the Bank to address the reason for such rejection. You acknowledge and agree that Bank shall have no liability to you for failing to provide notice of rejection of a Mobile Deposit. You agree that you shall be solely liable for, and Bank shall not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information contained therein that are not received by Bank. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission.
- (g) **Original Checks.** After you have received confirmation that your Mobile Deposit has been accepted for deposit, you should mark the Check as having been deposited. You agree to securely store the original Check for a period of ten (10) calendar days from the date of the Image transmission (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, you shall destroy the original Check you transmitted as an Image using a method of destruction that will result in the paper based Item being un-processable and all sensitive personal and financial information undecipherable. You hereby indemnify Bank for, and hold Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. During the Retention Period, you agree to promptly provide the original Check to the Bank upon request.
- (h) **Contingency Plan.** You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to Bank, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by Bank until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that Bank shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile Deposit Service. The deposit of original Checks through these other methods shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.
- (i) **Returned Deposits.** If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee Bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, you understand and agree that, since you either maintain the original Check or have destroyed it in accordance with the Original Check provisions in this agreement, the original Check will not be returned, and Bank may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Bank, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.
- (j) **Your Warranties.** You make the following warranties and representations with respect to each image:
- Checks Deposited. You shall only deposit Checks that are authorized by this Agreement, the Procedures and the Deposit Agreement;
 - Image Quality. Each Image transmitted by you to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;

- Accuracy of Information. All data and other information submitted by you to Bank, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement;
- No Duplicates. You will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to Bank, a collecting or returning Bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);
- No Loss. No subsequent transferees of the Item(s), including but not limited to Bank, a collecting or returning Bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
- Information. All information provided by you to Bank is true, complete and accurate;
- Authority and Legality. (i) This Agreement is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject;
- No Litigation. There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would adversely affect your financial condition or operations.
- Transactions. All Checks and transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.
- Rule Compliance. You submit Images in compliance with this Agreement, the Procedures, applicable law and the Rules.

(k) Indemnification and Liability; Third Party Claims. In addition to the other indemnities set forth in this Agreement, you hereby indemnify Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "Indemnified Party" and, collectively, the "Indemnified Parties") for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) your (i) failure to report required changes, (ii) transmission of incorrect data to Bank or (iii) failure to maintain compliance with the Rules, (b) (i) Bank's provision of the Service, or (ii) Bank's action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Bank to be you, (c) your breach of any of your representations, warranties, covenants or other agreements or responsibilities under this Agreement and/or (d) your breach or violation of any Rules; provided, however, you are not obligated to indemnify Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct.

Section 4.04 Processing Fund Transfers. We can process a Transfer made by you until the end of the Transfer Day. If you request a Transfer after the end of the Transfer Day, the Transfer will be processed the following Transfer Day. If you schedule a Transfer for a future date, we will process the transaction after the close of business on that date, if that day is a Business Day. You are fully obligated to us to provide sufficient funds for any Payments or Transfers you make or authorize to be made. If we complete a Payment or Transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other Account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements. If there are insufficient funds in your Account to make a Transfer or Payment, we may, in our discretion, refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any overdraft fees or non-sufficient funds ("NSF") charges that may apply, as applicable.

Section 4.05 Account Access. Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls is not a Business Day, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment. However, without limitation on the foregoing, you authorize us, in our discretion, to deduct Payments from the selected Account even if the Transfer or Payment will create an overdraft, but we shall have no obligation to do so. You will be responsible for an overdraft fee or non-sufficient item fee if sufficient funds are not available to pay the Transfer or Payment.)

Section 4.06 Canceling Transfers or Payments.

- (a) You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel no later than one Business Day before the transaction is scheduled to be processed. If we do not receive your instruction to cancel a transaction before that time, we may process the transaction. Unless otherwise provided in this Agreement, you may not stop payment of electronic fund transfers. Therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.
- (b) Stop Payment Orders. Unless otherwise specified in any applicable Service Section or Operating Instructions, any stop

payment order which Company wishes to place on a check drawn on an account that is the subject of this Service or is otherwise related to this Service shall be placed in accordance with the Bank's normal stop payment procedures and provisions for other accounts in effect at that time. Company acknowledges that a Stop Payment Request (defined herein below) may not be placed on any items other than checks issued by Company. Any Stop Payment Request for ACH debits or paper drafts must be placed at a Bank branch office location. If Company has elected to issue stop payment orders via Online Banking Services, the following provisions shall apply:

- (i) *You have requested us to provide Stop Payment Services under Online Banking Services to enable you to electronically issue stop payment entries ("Stop Payment Request"). You hereby agree to use the Stop Payment Services according to the instructions set forth in this Section.*
- (ii) *You may only submit Stop Payment Requests for checks that have not yet posted to the Account. Thus, prior to submitting Stop Payment Requests, you must first verify that the checks have not posted to the Account.*
- (iii) *You understand and agree that Stop Payment Requests will not take effect unless you provide all the information requested by the Stop Payment screens and provide such information exactly as it appears on the check, including, but not limited to, the account number, check number, amount, payee and date. You acknowledge that the computer programs used to provide the Stop Payment Services require exact information regarding the check and even minor errors in providing the exact information requested may prevent payment from being stopped. For example, if you give us the wrong amount of the check and the information is only wrong by one cent (.01) or if the check number you provide is only wrong by one digit, we will not be able to stop payment on the check. You agree that Bank is not liable to you for payment of any check over a Stop Payment Request if you do not provide the exact information regarding the check.*
- (iv) *Stop Payment Requests must be received by the Bank on a Business Day with a reasonable amount of time to act upon it for it to be effective on that Business Day. Otherwise, Stop Payment Requests will take effect on the following Business Day. The Business Day on which the Stop Payment Request takes effect is referred as the "Stop Payment Effective Date." We shall not be liable to you for items otherwise properly payable that we pay prior to the Stop Payment Effective Date of your Stop Payment Request or any loss arising out of such payment.*
- (v) *The Stop Payment Request will be effective for six months, from and including the Stop Payment Effective Date. You may renew or otherwise continue the effectiveness of a Stop Payment Request by making a new Stop Payment Request via Online Banking Services at least one Business Day prior to the expiration of the existing Stop Payment Request. You acknowledge that we are not obligated to stop payment on a check after the expiration of a Stop Payment Request. However, you agree that we may stop payment according to an expired Stop Payment Request without incurring any liability to you. You further understand and agree that you, and not us, have the obligation to monitor your Stop Payment Requests and that we will not provide you with any notice of the expiration dates of any Stop Payment Request and/or the need to renew any such requests.*
- (vi) *You understand and agree that we will accept a Stop Payment Request and use reasonable procedures to locate and stop payment on the check. However, in consideration of our acceptance of the Stop Payment Request, you expressly agree to hold us harmless from any direct or indirect damages if we pay the check (i) on the day we receive the Stop Payment Request, or (ii) by reason of oversight or inadvertence. Furthermore, you hereby agree that we will not be liable to you for any direct or indirect damages if other checks drawn by you are returned NSF because we pay the check under the circumstances noted in (i) or (ii) herein. You further agree to indemnify us against all expenses and costs that might incur by reason of stopping payment on a check pursuant to a Stop Payment Request, whether it expired or not.*
- (vii) *You hereby authorize us to automatically charge the Account against which the check was drawn for applicable Stop Payment fees for each Stop Payment Request and renewal thereof.*

Section 4.07 Electronic Communications and Notifications.

- (a) **E-Mails.** The Bank will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Bank immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your Accounts, you should contact the Bank immediately by calling the Online Banking Department (see Section 10.06). The Bank will not take actions based on your e-mail requests until the Bank actually receives your message and has a reasonable opportunity to act. Please see additional information regarding e-mails located in Section 10.01.
- (b) **Account Notifications.** You may have the ability to set up an "Account Alert," which is a convenience feature that permits you to request a notification of specific situations. For example, you can request an Account Alert when an Account has reached a certain balance or check has been processed. You are responsible to input accurate information to set up the Account Alert. Account Alerts do not replace standard communications received from us concerning your Accounts. We are not responsible for any losses, damages or expenses that may occur if an Account Alert is not set up properly or is not processed as a result of factors beyond our reasonable control. You agree to keep your e-mail address and phone numbers used with the Service, up to date.
- (c) **Secure Messaging.** You may communicate with us using the "Secure Messaging" feature offered as part of the Service. You agree not to use this feature to conduct transactions on an Account, to seek to accomplish any of the available services

listed in Section 3.01, or to provide us with instructions or notice. We may post messages for you in the “Secure Messaging” location of our Online Banking website. We may also use e-mail to notify you that a new message has been posted. After you log in, you agree to review all messages. You agree to keep your e-mail address up to date, using the Service. You will be deemed to have “received” the message upon receipt and opening of the message, or by the next Business Day after we post it to the Online Banking website and send you a notification of availability, whichever occurs earliest. You may print a copy of a message using the “print” function of your software. We may not immediately receive messages that you send and we will not take action based on any requests until we actually receive your message and have had a reasonable opportunity to act. Therefore, you should not rely on secure messaging if you need our immediate attention. In such cases, you should contact the Bank immediately by calling the Online Banking Department (see Section 10.06). For example, if you need to report an unauthorized transaction from one of your Accounts, you should call us to ensure prompt action on your request.

Section 4.08 Overdrafts: Order of Payments, Transfers, and Other Withdrawals. If funds are withdrawn from any of your Accounts by means of electronic funds transfers, other than through Online Banking on the same Business Day as an Online Banking Transfer or Payment, and if the Account contains insufficient funds to enable both the electronic funds transfer and the Online Banking Transfer or Payment to be made, then the electronic funds transfer will have priority and the Online Banking Transfer or Payment will be refused or will result in an overdraft on your Account. This is at the Bank’s sole discretion.

Article V. Limitations. Your use of these Services is subject to the following limitations:

Section 5.01 Dollar Amount. There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.

Section 5.02 Frequency. In addition to the Federal banking regulations that restrict the number of Transfers, Payments and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

Section 5.03 Foreign Transactions. No Payments may be made to Payees outside the United States, unless the Customer has been specifically approved by the Bank.

Section 5.04 Additional Limitations. Additional limitations may be contained elsewhere in this Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Bank or by applicable law.

Article VI. Parties’ Responsibilities.

Section 6.01 Your Responsibility.

(a) Physical and Electronic Security.

- (i) *You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any Access Device viruses (including, without limitation, programs commonly referred to as “malware,” “keystroke loggers,” and/or “spyware”), problems or malfunctions resulting from any Access Device viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Bank is not responsible for any damage to your Access Device or operating systems or for loss of data that results from the download of any such material, whether due to any Access Device virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.*
- (ii) *You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing” or “pharming”). If you are a business, you agree to educate your representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Bank will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Bank transmits to you. In the event you receive an e-mail or other electronic communication that you believe, or has reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. You should notify us immediately of any such e-mail or other electronic communication by calling us at the telephone number for the Bank set forth in Section 10.06. To the extent allowed by law, you agree that Bank is*

not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

- (iii)** *In the event of a breach of the Security Procedure, you agree to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Bank shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Bank. In the event of a breach of a Security Procedure, you may be required to close your Accounts or to execute a Bank approved reactivation agreement before the Services are reinstated to the Account.*
- (b) Reporting Unauthorized Transactions.** You should notify us immediately if you believe your Access Codes have been lost or stolen, that someone has gained access to the Security Procedure, or that someone has made a Payment or Transfer or may make a payment or Transfer from your Account without your permission or if you suspect any fraudulent activity on your Account. To notify us, call us at the number provided in Section 10.06. If you are a consumer, you should refer to Section 3.06 for additional information regarding unauthorized transactions.
- (c) Duty to Inspect.** You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by Bank. You must report all errors to the Bank for Services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time. If your service and accounts are established primarily for personal, family, or household purposes, the time period for reporting is not to exceed thirty (30) days from the date that the error is made. If you are a business, the time period for reporting is not to exceed sixty (60) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Bank any claims arising from the error or any loss caused by the error.
- (d) Financial Information.** Bank may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by Bank, in the form required by Bank. If you refuse to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of you is unacceptable, Bank may terminate the Service according to the provisions hereof. You authorize Bank to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.
- (e) Deadlines.** You shall deliver or transmit all data or information to Bank by the deadline(s) specified in this Agreement. Bank shall have no obligation to process data or perform the Service if the data is not received by the Bank by the specified deadline.
- (f) Payment for Services.**

 - (i)** *You agree to pay Bank the fees established by Bank for rendering the Services under the terms of this Agreement. Depending on which Online Banking services you subscribe to, you will be charged the applicable Online Banking fees as set forth in our Common Fee Schedule hereby incorporated by reference and made a part hereof. Once you have subscribed and if we charge a monthly fee, you will be charged the applicable monthly fee(s) whether or not you use Online Banking.*
 - (ii)** *The Bank may change or add any fees for Online Banking by the procedures outlined in Article IX for amending this Agreement. Fees charged for Online Banking under this Agreement are in addition to any service charges or fees that apply to your accounts with us.*
 - (iii)** *You authorize the Bank to deduct all applicable monthly fees from the Primary Account you have specified. If you close the Primary Account, you must notify us and identify a new Primary Account for the selected services, and unless and/or until you notify us and identify a new Primary Account, fees may be deducted from any other Account you maintain with us or any of our affiliates. Furthermore, Bank may set off against any amount it owes to you in order to obtain payment of your obligations under this Agreement.*
 - (iv)** *In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Bank). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.*
- (g) Additional Provisions for Business Customers. THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO BUSINESS CUSTOMERS.**

 - (i)** *Required Deposit Balance.* *You agree to maintain the minimum collected balance ("Required Deposit Balance") in the amount and in the account specified in the Service Agreement establishing the terms and conditions of the specific Services selected by you and the set of detailed instructions ("Operating Instructions") establishing the procedures and operating instructions governing the Service.*

- (ii) Data and Information Supplied by You. You shall transmit or deliver data and other information in the format and on the media as provided for in the Service Agreement and the Operating Instructions if applicable or as otherwise required by the Bank in conjunction with rendering the Service(s) selected by you. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that the Bank shall not examine the data for correctness and the Bank shall not have any responsibility for detecting errors in the data transmitted by you. The data transmitted by you must be legible, correct and complete. The Bank shall not process, and the Bank shall not be liable to you for failure to process, the data if it is not in the format specified by the Bank or if the data is incomplete. The Bank shall not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified in the Agreement or any applicable Service Agreement and the Operating Instructions.
- (iii) Remotely Created Checks. If you use a Service wherein you create or deposit a Remotely Created Check, as that term is defined in Federal Reserve Board Regulation CC, you warrant to the Bank that the person on whose account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.
- (iv) Use of Services. You will use the Services only for your own internal business use in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. FURTHER, YOU REPRESENT AND WARRANT THAT NONE OF THE ACCOUNTS HAVE BEEN ESTABLISHED OR ARE BEING OR WILL BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND THAT YOU ARE NOT A "CONSUMER" UNDER REGULATION E – ELECTRONIC FUNDS TRANSFER ACT (HEREIN, "REG. E").
- (v) Prohibited Transactions. You agree not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that the Bank has no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that the Bank reserves the right to decline to execute any transaction or activity that the Bank believes violates the terms of this Agreement.
- (vi) Transfers and Payments processed via the ACH. You agree that for all Transfers and Payments initiated by you that are processed by the Bank via the ACH, you are the Originator, as that term is defined by the Rules. You agree to be bound by the Rules and you authorize the Bank to originate Electronic entries ("Entries") on your behalf. You also agree that you will not originate Entries that violate the laws of the United States. You acknowledge and agree that the Bank will determine the types of Entries that may be originated in its sole discretion. You hereby grant the Bank the right to audit your compliance with this Agreement and the Rules.

Section 6.02 The Bank's Responsibilities. Bank agrees to use ordinary care in rendering Services under this Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Bank may incur in collecting any sums you owe to Bank for overdrafts, service charges or otherwise or in enforcing any rights Bank may have under the terms of this Agreement or applicable law, rule or regulation applicable to your Account(s) or the Services rendered by Bank under this Agreement. You also agree to pay all attorneys' fees, costs and expenses that Bank may incur as the result of defending any claim or action made against Bank by you, or on your behalf where Bank is found not to be liable for such claim. In no event shall Bank be liable to you for attorneys' fees incurred by you in any action brought by you against Bank. Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the foregoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

- (a) Access. We will not be liable under this Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.
- (b) Your Access Device Equipment & Your Software. We will not be responsible for any errors or failures from any malfunction of your Access Device or any Access Device virus or other problems related to your Equipment used with our Services. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Google Chrome, Apple Safari, Microsoft Edge, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken or QuickBooks), or any Equipment you may use (including your telecommunications facilities, Access Device hardware and modem) to access or communicate with the Online Banking Services.
- (c) Any Transaction or Instruction that: (i) exceeds your collected and available funds on deposit with the Bank; (ii) is not in accordance with any condition indicated by you and agreed to by the Bank; (iii) the Bank has reason to believe it may not be authorized by you; (iv) involves funds subject to hold, dispute, or legal process preventing their withdrawal; (v) would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (vi) is not in accordance with any other requirement stated in

this Agreement or any Bank policy, procedure or practice; or, (vii) for the protection of the Bank or you, the Bank has reasonable cause not to honor.

Article VII. Privacy/Information Sharing.

Section 7.01 Personal Accounts and Services. The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the Transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) where it is necessary for activating additional services; (e) to a consumer reporting agency for research purposes only; (f) if you give us your written permission; or (g) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (h) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our physical locations.

Section 7.02 Business Accounts and Services. All information of a business nature relating to the assets, liabilities or other business affairs disclosed to the Bank by you and your customers in connection with this Agreement is confidential. The Bank shall not, without the express written consent of you, disclose or permit access to any such information by any person, firm or corporation and the Bank shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Agreement, or to any other party to which the Bank may be required by law to report such information. You agree to hold confidential and to use only in connection with the Service provided under this Agreement all information furnished to you by the Bank or by third parties from whom the Bank has secured the right to use the Service, including, but not limited to, the Bank's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of the Bank, you shall promptly return such information to the Bank and not reveal such information to any other party and shall not make use of such information for your own benefit. The Bank and your obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by the Bank in connection with this Agreement or supplied or made available to you by the Bank are the exclusive property of the Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of the Bank. This clause shall survive the termination of this Agreement.

Article VIII. Termination.

Section 8.01 Termination Upon Written Notice. Either you or the Bank may terminate this Agreement and your Online Banking subscription at any time upon giving written notice of the termination to the Bank. Any termination by Customer must be on written notice to Bank and shall be effective ten (10) days after giving notice to the Bank or any other date that is mutually agreeable to the parties. Any termination by the Bank shall be effective either as of the date of termination or on the date specified in the notice of termination. If you terminate Online Banking, you authorize the Bank to continue making Transfers or Payments you have previously authorized and continue to charge monthly fees until such time as the Bank has had a reasonable opportunity to act upon your termination notice. Once the Bank has acted upon your termination notice, the Bank will make no further Transfers or Payments from your Accounts, including any Transfers or Payments you have previously authorized. If the Bank terminates your use of Online Banking, the Bank reserves the right to make no further Transfers or Payments from your Accounts, including any transactions you have previously authorized.

Section 8.02 Immediate Termination. Notwithstanding Section 8.01, Bank may immediately terminate this Agreement without notice if, (a) you or we close your Account(s), or (b) in Bank's sole discretion, Bank determines that you have abused the Online Banking Service or Bank believes that it will suffer a loss or other damage if the Agreement is not terminated, or (c) if Bank discontinues the Services to customers who are similarly situated as you or revises the Service to the extent termination is necessary for an ordinary transition to a new service.

Section 8.03 Rights Cumulative. Bank's election to terminate this Agreement is in addition to any and all other remedies that may be available to Bank and will not affect any obligations you may have to Bank. Any reinstatement of the Service under this

Agreement will be at Bank's sole discretion and Account must be agreed upon in writing by an authorized representative of the Bank.

Section 8.04 Rights/Duties Upon Termination. Upon termination of this Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within 10 (ten) days after the later to occur of (i) termination of the Agreement or (ii) the last date that such party receives any such property or rights. Upon termination of this Agreement, (i) you will promptly pay to Bank all sums due or to become due under this Agreement, and (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

Article IX. Changes in Terms and other Amendments.

Section 9.01 Personal Accounts and Services. Where the EFTA and REG E apply, the Bank may amend this Agreement at any time by sending notice to you by mail or, to the extent permitted by law, by e-mail or electronic communication through Online Banking, at least twenty-one (21) days before the effective date of the amendment. Where the EFTA and REG E apply, notice is always required if the change would result in:

- Increased fees for you;
- Increased liability for you;
- Fewer types of available electronic fund transfers; or
- Stricter limitations on the frequency of dollar amount of transfers.

If the EFTA and REG E apply, we are not required to give notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an Account or an electronic fund transfer system. However, if such a change is permanent, and disclosure would not jeopardize security, we will notify you in writing on or with the next regularly scheduled periodic statement or within 30 days of making the change permanent. Such notices will also be published on the Bank's web site. If the EFTA and REG E do not apply to a particular transaction, and other state or federal laws do not specify any notice or other requirements for an amendment, we will decide what kind of notice (if any) we will give you and the method of providing any such notice. Your continued use of Online Banking is your agreement to any amendments of the Agreement, including the Operating Instructions as may be amended from time to time.

Section 9.02 Business Accounts and Services. The Bank may amend the terms of this Agreement and alter, change, or modify the Services provided under the terms of this Agreement (including the fees and charges for Services listed) or any supplemental agreement at any time in its sole discretion by giving written notice to you. If required by agreement or by applicable law, notice will be given for the required applicable number of days in advance of such amendments by mailing a copy of the amendment to you at your most recent address shown on our records or, if you have previously agreed, by providing notice delivered to the last email address you have provided us. Your continued use of the Services shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless received in writing by the Bank and agreed to by the Bank in writing.

Article X. Other Provisions.

Section 10.01 Electronic Notices. We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate Electronic means in accordance with the Electronic Delivery Communications Authorization and Agreement. You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus **DO NOT** send confidential personal or financial information to us by e-mail. Likewise, for your security, we do not accept instructions for the operation of your Accounts by e-mail. We also do not communicate with you through email except as provided in this Section 10.06, and in Section 4.07 There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a Payment). In these cases, **do not use e-mail**. Instead, you should call us at the number provided in Section 10.06.

Section 10.02 Hours of Operation. Our representatives are available to assist you on any Business Day by calling the number provided in Section 10.06. We reserve the right to change these times upon our sole discretion with or without notice to you.

Section 10.03 Ownership of Website. The content, information and offers on our website are copyrighted by Bank and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Bank's sites are the trademarks, service marks or logos of Bank, or others as indicated.

Section 10.04 Web-linking Practices. Bank may provide access to information, products or services offered on other third party web sites. The Bank is not responsible for, nor does it control, the content, products, or serviced provided by linked sites. The Bank does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Bank and have a

privacy policy different than that of the Bank. Your access, use and reliance upon such content, products or services is at your own risk.

Section 10.05 Geographic Restrictions. The Services described in this Agreement and any application for credit, deposit services, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

Section 10.06 Contact Information. In case of questions about your electronic transactions contact customer service at:

Choice Bank
Attn: Online Banking Department
4501 23rd Avenue S
Fargo, ND 58104
Phone: (888) 894-1357
Fax us at: (701) 356-6460
Email: help@bankwithchoice.com

Section 10.07 Deposit Account Agreement. You acknowledge and agree that your Account maintained with Bank is an integral part of the Services offered by Bank and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing Accounts in effect from time to time between you and Bank. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your Account required by Bank. If you have not signed the foregoing forms required by Bank, by signing or otherwise executing this Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your Account. You also agree to establish all Accounts that must be opened in conjunction with the Service provided by Bank.

Section 10.08 Security Interest. To secure the payment and performance of your obligations set forth herein and under any Service Agreement(s), you grant to Bank a security interest in and pledges and assigns to Bank all of your right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) All your monies, instruments, savings, checking and other accounts (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Bank's custody or control; (b) any other collateral described in any security instrument securing your obligations to Bank under this Agreement or any other obligation of Third-Party to Bank; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.

Section 10.09 Effective Dates. The effective date of this Agreement shall be the date upon which the Agreement is approved or otherwise executed by you and accepted by Bank.

Section 10.10 Internet Disclaimer. For any Service(s) described in the Agreement utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Bank's ability to connect to the Internet on your behalf.

Section 10.11 Limitation of Liability.

- (a) **YOU AGREE THAT BANK SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, BANK OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- (b) **TO THE FULLEST EXTENT ALLOWED BY LAW, BANK'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IF YOUR USE OF THE SERVICE IS NOT PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY THE BANK DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED,**

WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.

- (c) YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY BANK ON AN “AS IS” BASIS.**
- (d) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.**
- (e) BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY ACCESS DEVICE HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR ACCESS DEVICE SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK’S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- (f) BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR EQUIPMENT, ACCESS DEVICE HARDWARE OR SOFTWARE FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY EQUIPMENT, ACCESS DEVICE HARDWARE, SOFTWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO BANK OR FROM BANK TO YOU. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR EQUIPMENT, ACCESS DEVICE HARDWARE OR SOFTWARE.**

Section 10.12 Force Majeure. The Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; pandemics or epidemics; war, sabotage, riots, acts of public enemy, or acts, orders or limitations of any governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; Equipment or Access Device failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

Section 10.13 Reimbursement. Any reimbursement by Bank for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your Accounts.

Section 10.14 Indemnification. In addition to other indemnification and liability provisions elsewhere in this Agreement, to the fullest extent allowed by law, if your use of the Service is not primarily for personal, family, or household purposes, and/or if your applicable Account(s) is (are) not established primarily for personal, family or household purposes, you will be liable for, hold harmless, and will indemnify the Bank and Vendor, and their respective employees and agents, from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by the Bank arising out of your failure to report required changes, transmission of incorrect data to the Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by the Bank’s failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold the Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys’ fees) arising from or related in any way to (i) any Services performed in connection with this Agreement, (ii) the Bank’s action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by the Bank to be an authorized representative of you, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (iv) your breach of applicable laws, rules or regulations.

Section 10.15 ARBITRATION AND WAIVER OF JURY TRIAL.

- (a) ARBITRATION FOR ALL CLAIMS. ALL DISPUTES RESOLVED BY ARBITRATION. YOU AND BANK AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS AGREEMENT INVOLVES “COMMERCE” UNDER THE**

FEDERAL ARBITRATION ACT (“FAA”). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND BANK, OR BETWEEN YOU AND ANY OF BANK’S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS AGREEMENT OR ANY RELATED SERVICE AGREEMENTS, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY “CLAIM”), WILL BE SETTLED BY BINDING ARBITRATION. WITH RESPECT TO DISPUTES SUBMITTED TO ARBITRATION, CUSTOMER AND BANK EACH WAIVE ALL RIGHTS TO A TRIAL BY JURY. IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND BANK. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS AGREEMENT OR ANY SERVICE AGREEMENT.

- (b) **SELECTION OF ARBITRATOR.** THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY. IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, THEN EACH PARTY SHALL DESIGNATE AN ARBITRATOR REPRESENTATIVE AND THE ARBITRATOR REPRESENTATIVES SHALL SELECT THE ARBITRATOR. THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY.
- (c) **ARBITRATION RULES.** THE ARBITRATOR SHALL HAVE SOLE DISCRETION TO USE ANY COMMERCIALY REASONABLE RULES OF ARBITRATION, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES; PROVIDED, HOWEVER, THAT TO THE EXTENT THE ARBITRATION RULES CONTAIN PROVISIONS REGARDING THE USE OF ANY CONSUMER ARBITRATION RULES, THE FORUM OF ANY SUCH ARBITRATION, THE ALLOCATION OF FEES FOR ANY SUCH ARBITRATION AND/OR ANY OTHER PROVISIONS CONTRARY TO THIS AGREEMENT, THOSE RULES ARE DELETED AND/OR EXPRESSLY SUPERSEDED BY THIS AGREEMENT. TO THE EXTENT ANY AMBIGUITY EXISTS BETWEEN THE ARBITRATION RULES AND THIS AGREEMENT, THIS AGREEMENT SHALL CONTROL.
- (d) **LOCATION OF ARBITRATION.** ANY ARBITRATION TAKING PLACE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN FARGO, NORTH DAKOTA OR SUCH OTHER LOCATION AGREED UPON IN WRITING BY THE PARTIES. IF YOU ARE A CONSUMER CUSTOMER, THE LOCATION OF THE ARBITRATION SHALL BE WHERE THE ACCOUNT WAS OPENED.

Section 10.16 Governing Law. These terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota, without regard to its conflict of law provisions and without regard to your state of residence.

Section 10.17 Enforcement. In the event a dispute arises either directly or indirectly under this Agreement, the prevailing party in any such action shall be entitled, subject to applicable law and the provisions of any applicable arbitration provision, to payment by the other party of its reasonable attorneys’ fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

Section 10.18 Miscellaneous Provisions.

- (a) **Headings.** The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.
- (b) **Severability.** The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- (c) **Waiver.** No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of you under this Agreement shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.
- (d) **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.
- (e) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

- (f) **Transfers and Assignments.** You cannot transfer or assign any rights or obligations under this Agreement without Bank's written consent. The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.

Section 10.19 Authority and Joint Accounts. THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO CONSUMERS. You hereby represent and warrant that you have full right, authority and power to approve, execute, deliver and perform this Agreement. If the Account is a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone may perform transactions, obtain information, stop or change Payments or Transfers, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of, or notify any other of you. However, each of you will only be permitted to access Accounts for which you are an owner or authorized user. Each of you individually releases us from any liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your Account(s). Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.

Section 10.20 Other Provisions for Business Customers. THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO BUSINESS CUSTOMERS.

- (a) **Compliance with Laws, Rules, and Regulations.** You agree to comply with all existing and future instructions used by the Bank for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association ("NACHA") and any other clearinghouse or other organization in which the Bank is a member or to which rules the Bank has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.
- (b) **Relationship of Parties.** Customer and the Bank acknowledge and agree that the relationship between the Bank and Customer is that of an independent contractor and that this Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

EXHIBIT A

**Authorization for Online Banking Services
(For Business Customers Only)**

I am an authorized representative of the organization specified below (“Company”). Company has received the Online Banking Agreement (“Agreement”) and agrees to adhere to the Agreement and any applicable Service Agreement or User Guides from Bank. Capitalized terms used in this Authorization Form, not otherwise defined, have the meanings given to them in the Agreement.

After I sign below on behalf of Company, the Company may from time to time request Bank to provide any of the Services described in the Agreement. Company may begin to use any such Service once Bank has approved such use and has received all required and properly executed forms and Company has successfully completed any testing or training requirements.

I warrant that Company has taken all action required by its organizational or constituent documents to authorize me to execute and deliver on behalf of Company this Authorization Form and any other documents Bank may require with respect to a Service. I am authorized to enter into all transactions contemplated by the provision of Services to Company. These may include, but are not limited to giving Bank instructions with regard to Services and designating employees or agents to act in the name and on behalf of Company (Exhibit B is the Delegation of Authority form for authorized names of employees for all or specific Services).

Dated:

Company’s Legal Name

Signature

Second Signature if required by Company

Print Name

Print Name

Print Title

Print Title

The following addresses may be used for giving notices in connection with this Agreement except as you or we provide the other different addresses to be used in conjunction with your accounts or particular Services.

Telephone: (____) _____

Fax: (____) _____

Account Set-up Information*	
Account Number	Account Nickname

*Provide account(s) which should be added to Online Banking and its/their nickname, e.g. “Operating Account”

Bank Representative:

Dated:

Print Title

Signature

Print Name

EXHIBIT B

**Online Banking Delegation of Authority
(For Business Customers Only)**

This form is to be used when Customer wishes to delegate authority to sign various authorization forms to someone other than the person who signed the Authorization for Online Banking Services (Exhibit A).

By signing below, Customer authorizes the incumbent of the specified position listed in Section A or each person listed in Section B below, acting alone, to execute documents that Bank may request, and any amendments or renewals pertaining to the use of Services, including but not limited to designating one or more persons authorized to initiate, amend, cancel, confirm, or verify the authenticity of instructions to Bank for Services (whether given orally, electronically, or by fax instructions) and to revoke any authorization granted to such person as he or she deems appropriate. The signer of this form has the same authority describe above for each Service with Bank, unless otherwise specified. Bank is entitled to rely on this delegation until written notice of it revocation is received by Bank.

Guidelines for Completion: Fill out either Section A or Section B, or both, depending on your specific needs.
To delegate authority to any person holding a specific title, fill out Section A.
To delegate authority to specific individuals by name, fill out Section B.

For each name or title, indicate "All" in the "Service" column if the person or title has authority to sign documents for all Services which Customer receives from Bank. Otherwise, indicate specific Services for which the person or title has authority. For each name or title, indicate the entity or entities for which the person or title has authority to sign documents.

Section A. To Delegate Authority to Any Person Holding a Specific Positions/Titles

Title	Service	Entity

Section B. To Delegate Authority to Specific Individuals

Name	Service	Entity	Specimen Signature

Customer/Member Authorization

Customer/Member Authorization Instructions: The same person who signed the Online Banking Agreement form must sign this Cash Management Delegation of Authority form.

Dated

Company's Legal Name

Signature

Title

Printed Name