

**ONLINE SERVICES ACCESS AGREEMENT**

This Online Services Access Agreement (the "Agreement") contains the terms and conditions governing your use of online and mobile electronic services (the "Online Financial Services") and any applicable software products and associated documentation we may provide through online and mobile applications, or to use the products, services or functionality offered through online and mobile applications ("Software").

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## GENERAL TERMS APPLICABLE TO ALL USERS

You may use the Online Financial Services to access your deposit and or loan accounts and many other products you maintain with us (collectively, the "Eligible Accounts"). You agree to provide us with a valid electronic mail address for access to Online Financial Services. Your electronic mail address is used to send confirmations of activity within Online Financial Services including but not limited to profile changes and transaction confirmations. You may also use the Online Financial Services to access such products and services as are available from time to time through the Online Financial Services as then disclosed at our bank's website (the "Website") including, without limitation, conducting transactions and obtaining balance information, transaction history, and other information concerning your Eligible Accounts through Online Banking or other personal financial software ("Personal Online Banking"), securemail, eStatements and other Internet-accessible services. In some instances your balances and transaction histories might only reflect activity conducted through the close of the previous business day. We may, from time to time, introduce new Online Financial Services. When this happens, we will update our Website to include them. By using an Online Financial Service, you agree to be bound by the terms contained in this Agreement at that time.

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment necessary for you to access and use the Online Financial Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware, and internet security software. Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Google (Google Chrome browser), Microsoft (Microsoft Edge browser) or Mozilla (Firefox browser) or other browsers not named in this Agreement, by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Financial Services.

You agree not to use the Online Financial Service or the content or information in any way that would:

- infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy;
- be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Online Financial Service to impersonate another person or entity;
- violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- be false, misleading or inaccurate;
- create liability for us or cause us to lose (in whole or in part) the services of our third-party provider;
- be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- may potentially be perceived as being obscene or pornographic or contain child pornography, or racially, ethnically, or otherwise objectionable;
- interfere with or disrupt computer networks connected to Online Financial Service;
- interfere with or disrupt the use of the Online Financial Service by any other user;
- access the information and content manually by request and not programmatically by macro or other automated means; or
- use Online Financial Service in such a manner as to gain unauthorized entry or access to the computer systems.

## **DEFINITIONS**

Unless the context clearly provides a contrary meaning, then in this Agreement the words:

- "we", "us", and "our" refer to Central Bancompany, Inc. and any of its affiliates or direct or indirect subsidiaries to the extent they hold an Eligible Account or provide an Online Financial Service;
- "you", "your" or "yourself" refer to the owner(s) of an Eligible Account; and
- "Business Day" refers to Monday through Friday excluding national holidays recognized by the Federal Reserve Bank.

## **ACCEPTANCE AND EFFECTIVENESS OF AGREEMENT**

When you access, use or permit others to use or access the Online Financial Services you accept and agree to the terms and conditions of the Agreement. Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Online Financial Services.

## RELATION TO OTHER AGREEMENTS

Your use of the Online Financial Services may also be governed by other agreements between us concerning your Eligible Accounts. Acceptance of this Agreement does not change or diminish the terms of any other agreements between us concerning the Eligible Accounts unless this Agreement expressly indicates that to be the case. Additionally, each Eligible Account and Online Financial Service will be subject to:

- the terms or instructions appearing on a screen when using the Online Financial Services;
- securities, procedures, and policies applicable to each Eligible Account and Online Financial Service;
- the rules and regulations of any funds transfer system used in connection with an Online Financial Service; and
- applicable state and federal laws and regulations.

## GENERAL PROVISIONS

### A. Termination

Unless otherwise required by applicable law, we may terminate this Agreement and/or your access to any Online Financial Service, in whole or in part, at any time for any reason without prior notice.

Access to the Online Financial Services, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Agreement will control.

If you do not access your Eligible Accounts via the Online Financial Service for any three (3) month period, we may inactivate or terminate your Service, including but not limited to any add on products and services such as Bill Pay Service, *Zelle*, Money Manager and Mobile Check Deposit.

### B. Changes

Except as otherwise required by law, rule, or regulation, we may change the terms of this Agreement from time to time and at any time. When changes are made we will update this Agreement at the Website. The Website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made, and it can't be disclosed without jeopardizing the security of the system, this Agreement will

be updated within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing using the Online Financial Service. Changes to fees or terms applicable to Eligible Accounts are governed by the agreement otherwise governing the applicable account.

### **C. Assignment**

We may assign our interest in this Agreement to Central Bancompany, Inc. or future direct or indirect subsidiaries of Central Bancompany, Inc. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

User may not assign this Agreement. This Agreement shall be governed by the laws of the state where Bank is located and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

### **D. Notification**

You agree that by using the Online Financial Service, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or the Online Financial Services may be sent to you electronically to any electronic mailbox we have for you, or at our option, another electronic mail address you provide to us or in any other manner permitted by law.

## **WAIVER OF REQUIREMENT FOR TWO SIGNATURES**

Certain other agreements concerning the Eligible Accounts may provide that two signatures are required for you to transact business on those Eligible Accounts. We agree that such requirements are impractical in the context of the Online Financial Services and will not apply when you are employing the Online Financial Services to access the Eligible Accounts. You will not require us to verify two signatures under such circumstances and release us from any liability in connection therewith. Any person who is authorized to act as a signer on your Eligible Accounts may act individually without the joinder of any other person to make electronic or telephone transfers (including online bill payments from your Eligible Account), even though that person's authority to transfer or withdraw funds from an Eligible Account by some other means must be exercised jointly with one or more other individuals.

## SECURITY

You will initially select a password and multi-factor authentication that will give you access to your Eligible Accounts through the Online Financial Service. This password and multi-factor authentication can be changed within the Online Financial Service. We recommend that you change your password and multi-factor authentication regularly. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize the password and multi-factor authentication and do not write it down. You are responsible for keeping your password and multi-factor authentication and Eligible Account information confidential. Contact us immediately if you believe that your password and multi-factor authentication may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account.

## LIABILITY

Our liability to you is explained in any agreements, notices, and disclosures that we separately provide to you from time to time regarding your Eligible Accounts and Online Financial Services. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices, or disclosures. Under no circumstances will we have any liability to you for failing to provide you access to your Eligible Accounts or Online Financial Services. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the Online Financial Services as expressly stated in this Agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Online Financial Services.

**IN NO EVENT WILL WE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.**

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition applicable to the relevant Online Financial Service or Eligible Account;



- we have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- would result in us exceeding any limitation of our intraday net funds position established pursuant to present or future Federal Reserve guidelines;
- would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- we have reasonable cause not to honor for our or your protection.

### **A. Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the Online Financial Service. Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Eligible Account, you as an owner of an Eligible Account agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with an Eligible Account or the performance of an Online Financial Service.

### **B. Third Parties**

Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Google (Google Chrome browser) or Mozilla (Firefox browser) or other browsers not named in this Agreement, by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Financial Services.

In addition to our Online Financial Services, you may access services offered by third parties not affiliated with Bank. You agree that when you use such services, you will be subject to any terms and conditions established by those third parties, and that this Agreement does not amend any of those terms and conditions. You agree that only the third parties are responsible for such services, and if you have any problems with

these third parties, you will contact them directly. Online Financial Services our name and/or on the Website.

## **ACCESS TO ELIGIBLE ACCOUNTS**

You may only access an Eligible Account or use an Online Financial Service if you have a password, or biometric login in lieu of password, and multi-factor authentication and the necessary hardware and software. You will generally be able to access your Eligible Accounts seven days a week, twenty-four hours a day, through the Website. From time to time, the Online Financial Services may not be available because of system maintenance or circumstances beyond our control. During such times you may call or visit us or use one of our automated teller machines ("ATMs") to obtain information about your Eligible Accounts.

A transfer completed through an Online Financial Service on a business day before 6:00 p.m., Central Time (the "Transfer Cutoff Time") will be posted to your Eligible Account on the same day. Any transfer completed after the Transfer Cutoff Time on a business day or on a non-business day will be posted on the next Business Day.

## **LINKED ELIGIBLE ACCOUNTS**

Accounts are automatically linked to your profile based on your ownership relationship to the account. You may elect to show or hide the accounts through Online Financial Services via Account Preferences. Eligible Accounts may include those without proper ownership with prior consent and approval. Eligible Accounts that are linked together will appear together without regard to their ownership. When an authorized person of an Eligible Account accesses the Online Financial Service, that authorized person will be able to view and access any consumer accounts for which the person is a co-owner or authorized signer.

## **EXTERNAL ACCOUNTS**

You may set up interbank transfer accounts through the Online Financial Services. This allows you to link your Eligible Accounts to your accounts at other financial institutions for making online fund transfers for a maximum of \$2,500.00 per Business day. We reserve the right to modify the limitation on the dollar amount(s) and/or number of transfer that you transmit through Online Financial Services from time to time. In some cases, we will not make all of the funds that you deposit available to you on the first business day after the day of your deposit. If we place such a hold, we will email you the notice by the day after we receive your deposit. Government regulations require that you prove access to said account. You may do so

electronically whereby two sub-dollar amounts will be deposited and you verify those amounts through Online Financial Services. Funds transferred to another financial institution are subject to their funds availability policy which determines when those funds are available for withdrawal.

## **STOP PAYMENTS**

If you access the Online Financial Services to initiate a stop payment order on any Eligible Account, we agree to enter the stop payment into the system the day it is received according to our rules and regulations concerning stop payments. This stop payment request will be effective for incoming clearings from other financial institutions on the day of receipt, but may not be effective for checks presented to our tellers on the date the request is made. Prior to requesting a stop payment, you should first verify that the item has not already been posted to the account. If a stopped item has already been paid prior to our entry of the request, we will not be liable for any loss incurred by you arising from the event. Your stop payment request must describe the item or account with reasonable certainty and we must receive it in a timely manner that affords us a reasonable opportunity to act on it before the payment is processed. You are responsible for verifying that stop payment orders and cancellations are entered correctly.

## **ELECTRONIC FUND TRANSFER PROVISIONS**

### **A. Applicability**

The provisions in this Section XI apply only to electronic fund transfers that debit or credit a consumer's checking, savings or other asset account and are subject to the Consumer Financial Protection Bureau Regulation E (an "EFT"). We may, when applicable, rely on any exceptions to the provision of this Section XI that are contained in Regulation E. All terms not otherwise defined in this Agreement will have the definitions assigned to them in Regulation E.

### **B. Your Liability**

Your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

- If you notify us within two (2) Business Days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$50.00 or the amount of unauthorized EFTs that occur before notice to us.

- If you fail to notify us within two (2) Business Days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$500.00 or the sum of --
  - \$50.00 or the amount of unauthorized EFTs that occur within the two (2) Business Days, whichever is less; and
  - the amount of unauthorized EFTs that occur after the close of two (2) Business Days and before notice to us, provided we establish that these EFTs would not have occurred had you notified us within that two-day period.
  - You must report an unauthorized EFT that appears on a periodic statement within sixty (60) days of our transmittal of the statement to avoid liability for subsequent transfers. If you fail to do so, your liability will not exceed the amount of the unauthorized EFTs that occur after the close of the sixty (60) days and before notice to us, and that we establish would not have occurred had you notified us within the 60-day period. You may, as applicable, also be liable for the amounts described in the two paragraphs immediately above.
  - If your delay in notifying us was due to extenuating circumstances, we will extend the times specified in the three paragraphs immediately above to a reasonable period.

## **MOBILE BANKING TO ACCESS ELIGIBLE ACCOUNTS**

### **A. Mobile Application**

You may access the Online Financial Services from a mobile device running the iOS or Android operating systems by downloading the published version of our Mobile Application (App) from the operating system's respective app store. Using our app to access the Online Financial Services allows you to utilize certain features that are native to the mobile operating systems such as Push Notifications and Biometric Login.

#### Push Notifications

You may choose to receive alerts related to your Eligible Accounts as a notification delivered via the app ("Push Notification"). Your full account number will not be included in any Push Notification communications from us. You may revoke access to your accounts via the App, and/or stop receiving Push Notifications at any time through Online Banking. In case of questions, please call customer service at (573) 634-1111.

By activating Push Notifications and/or by adding an alert, you consent to delivery of account information in this format. Anyone with access to your mobile device may be

able to access the contents of our communications. It is your responsibility to secure your mobile device and to protect your user name and password. We will not bill you for the Push Notification service, or alerts, but your mobile phone carrier may apply standard rates and fees for data. You agree to indemnify, defend, and hold us harmless from any third party claims, liability, damages or costs arising from your use of the App or Push Notifications. We will not be liable to you for special, indirect, or consequential damages.

### Biometric Login

Biometric login allows you to log in to the app by using the biometric authentication on your device instead of entering a password (e.g. Fingerprint/Touch ID, Face ID). You must already have the biometric authentication enabled on your device to use this capability. When enabling Fingerprint or Touch ID Login, you are allowing all fingerprints stored on the device to access your account. Therefore, you agree that transactions made on the device involving your account(s) performed by a person whose fingerprint is stored on the device, are authorized by you and you will be responsible for all transactions that person performs, even those transactions you did not intend or want performed. Users should review the devices fingerprint settings before enabling this feature. For Face ID authentication, if you have twins or siblings that look like you and are concerned about their access to your information from our app, we recommend you disable the Face ID feature. Central Bank reserves the right to suspend or disable biometric login at any time.

## **B. Text Banking**

You may also send electronic messages from your mobile phone, commonly referred to as “texting”, for access to Eligible Accounts via Online Banking (“Text Banking”) and receive account activity alerts you have enabled.

For Text Banking and alerts, you agree to provide us with a valid mobile phone number that must be verified for use of the service. Your full account number will not be included in any short message service (SMS), commonly referred to as “texting”, communications from us. You are responsible to manage and make changes to your registered mobile device. By registering a mobile phone number through the enrollment process, you are certifying that you are the account holder for the mobile phone account or have the account holder's permission to register the number.

Message & data rates may apply. Message frequency based on use. You may revoke access to your accounts via Text Banking at any time from Online Banking or by texting “STOP” to 83318 to opt out. Texting “STOP” deactivates the Text Banking

service as well as all alerts or messages being delivered to that mobile phone number from our short code. For help text "**HELP**" to 83318. In case of questions, please call customer service at (573) 634-1111.

Supported Carriers:

Alltel AWCC, Associated Carrier Group, AT&T, Boost, Cincinnati Bell, Cricket, Interop, MetroPCS, Rural Carrier Group, T-Mobile, US Cellular, Sprint, Verizon Wireless, and Virgin Mobile.

For information about our privacy and security practices and a link to our Privacy Statement, go to our Web site at <https://www.centralbank.net>.

By activating Text Banking and/or by adding an alert, you consent to delivery of account information in this format. Anyone with access to your mobile device may be able to access the contents of our communications. It is your responsibility to secure your mobile device and to protect your user name and password. We will not bill you for the Text Banking service, or alerts, but your mobile phone carrier may apply standard rates and fees for SMS messages. You agree to indemnify, defend, and hold us harmless from any third party claims, liability, damages or costs arising from your use of the Text Banking or from you providing us with a mobile phone number that is not your own. We will not be liable to you for special, indirect, or consequential damages.

## **ACCESS METHODS**

There are two (2) ways to access Personal Online Banking: (1) personal financial software such as Intuit® Quicken ("Personal Financial Software"); or (2) Internet access. You chose either or both methods of access when you enrolled in Personal Online Banking.

If you chose Personal Financial Software, you will be responsible for purchasing a version which supports Personal Online Banking services in order to use or to access your accounts. We will not supply or be responsible for any Personal Financial Software, user's guides or upgrades.

We have no control over and will not be responsible for the content of any Personal Financial Software, and no part of such content will affect or be considered a part of this Agreement. You acknowledge and agree that your use of Personal Financial Software is solely your decision and you are responsible for any and all resulting liability or issues.

Please note that if you chose both Personal Financial Software and Internet access, you will be able to use them interchangeably. A fee may be associated with the use of Personal Financial Software in accessing your accounts.

## **ELECTRONIC STATEMENTS AND NOTIFICATIONS**

### **A. Availability**

You may choose to receive your monthly statements of account electronically through eStatements rather than paper statements of account. The eStatements will be made available to you each month at the same time a paper statement would be available. An eStatement notification will be sent to you when notice is available online. eStatements satisfies our obligation to provide you a statement of account as required by Article 4-406 of the Uniform Commercial Code.

### **B. Paper Statements**

If you choose to receive eStatements electronically, you will no longer receive paper statements of account by U.S. mail. You will no longer be charged a monthly fee of \$5.95 for the Bill Pay Service if you receive your monthly statement of accounts on a qualifying account electronically with eStatements.

### **C. Notifications**

Registering for an eStatement automatically registers you to receive other notifications electronically. Notifications that you may receive electronically include, but are not limited to: CD Renewal, Advice of Debit, NSF Notices, and Notice of Advance. Unless configured otherwise, you will receive these notifications by the same method used to deliver your eStatement.

## **Alerts**

Personal Online Banking provides you with the ability to set and receive electronic alerts to the electronic mail address(es) you have provided to us and for us to communicate service information to you. You may set alerts to obtain information regarding certain activities that may impact your Eligible Account(s). You agree to provide and to maintain a current electronic mail address with us. We agree to use reasonable commercial efforts to provide the alerts to you, but will have no liability or responsibility for your failure to receive such alerts due to:

- An incorrect electronic mail address,

- Failure of the communication methods (Internet, telephone, etc.), or
- Any other reason beyond our control.

## **Fees**

### **A. The Service**

There is a fee of \$2.95 per month for the Bill Pay Service. Fees separately disclosed to you in connection with an Eligible Account or online services apply when using the Online Financial Service. Other fees may be assessed and billed separately by your Internet and/or telephone service provider. If you have a qualifying account and choose to receive an electronically transmitted statement ("eStatement") rather than a statement of account on paper, then the monthly fee for the Bill Pay Service will be waived.

### **B. Payment Account**

You are required to designate a deposit account with us from which fees for Online Financial Services will be debited (your "Payment Account"). You authorize us to charge your Payment Account for the fees. If you close your current Payment Account, you must notify us and designate a new deposit account that will be your Payment Account. Additionally, if you close all your Eligible Accounts, you must notify us to cancel your Online Financial Services.

### **C. Miscellaneous Fees And Charges**

The fees that have been separately disclosed to you in connection with your Eligible Account(s) will continue to apply to those account(s) and to your Online Financial Services.

## **BILL PAY SERVICE**

### **A. Outline Of Bill Pay Service**

You may schedule bill payments through the Online Financial Services (the "Bill Pay Service") for your current, future or recurring bills from a money market checking account or from a checking account eligible for FDIC insurance (a "Bill Pay Account") up to a maximum of \$25,000.00 each Business Day. A maximum limit of \$10,000.00 per payee each Business Day is imposed for expedited payments.

There is no limit to the number of payments that may be authorized through the Bill Pay Service. You may pay anyone approved by us for payment through the Bill Pay



Service that has a United States address. We are able to process any payments to federal, state, local tax agencies or court ordered payments; however, no payment guarantee will be associated with these payments. By furnishing us with the names of your payees and their addresses, you authorize us to follow the payment instructions to these payees that you provide us via the Online Financial Services. The Bill Pay Service is intended only for your use. Any attempt to use the Bill Pay Service to process payments for third parties is prohibited and grounds for termination of your Bill Pay Service.

### **B. No Duty To Monitor Payments**

We do not have any duty to monitor the payments that are made through the Bill Pay Service. You assume the entire risk of loss and agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with your use of the Bill Pay Service.

### **C. Stop Or Change Instructions**

You have the right to stop or change any scheduled bill payment. However, you must cancel a payment by no later than 3:00 p.m. (Central Time) on the date the payment is scheduled to be sent (the "Send On Date") by using the Bill Pay Service, or by calling us at (800) 752-9998. We must receive your stop payment request with enough details in a timely manner that will allow us to process the stop payment before the payee presents the check for payment. Payments that are in process cannot be canceled or stopped.

### **D. Scheduling And Payment Processing**

When we receive a payment instruction (for the current or a future date), we will transfer funds to the payee on your behalf from the funds in your Bill Pay Account on the Send On Date.

We will not be obligated to make a payment unless your Bill Pay Account and/or linked overdraft protection plan has sufficient funds or credit availability to pay the bill on the Send On Date. If your Bill Pay Account closes, all pending payments associated with that account will be canceled.

Although you can enter payment instructions through Online Financial Services 7 days a week, 24 hours a day, excluding maintenance and other availability windows, payments will be processed only on Business Days.

We may remit your payments by mailing your payee a check drawn on the selected checking account, by an electronic payment method, or by other means. In order to provide sufficient time for payments to be received by your payees, the date on which the payment should be delivered (the "Deliver By Date") must be at least one (1) Business Day prior to the date your payment is due, including any applicable grace periods for first mortgage payments (the "Due Date").

If we pay the payee by issuing a check drawn on the selected checking account that account will be charged when the check is presented to us for payment in the same manner as a check you have written on that account. If we pay the payee by an electronic method, the selected checking account will generally be charged on the Send On Date. Any standard account fees applicable to checks and electronic payments, including non-sufficient funds (NSF) and overdraft (OD) fees, apply to these payments.

Since there is a possibility that your payment will be received by the payee before the Deliver By Date, **you should make sure there are sufficient available funds in the selected Bill Pay Account on the Send On Date for each payment.**

Payments must be scheduled before 3:00 p.m. (Central Time) to be effective the same Business Day. Expedited payments must be scheduled before 6:00 p.m. (Central Time) to be effective the same Business Day.

### **E. Bank Errors**

If we do not properly complete a bill payment on time or in the correct amount, we will pay any late fees or finance charges (not to exceed \$50.00) which you reasonably incurred as a result as long as your account was in good standing with the payee prior to this incident. We will also be liable to you if we fail to stop a payment pursuant to your order to do so, so long as your order describes the payment with reasonable certainty and is received at a time and in a manner that affords us a reasonable opportunity to act on it before the payment is sent. Except as stated in this Agreement, any stop payment provisions of any agreement otherwise governing your Eligible Account that is applicable to checks will also apply to the Bill Pay Service. We will not be responsible for any charges imposed on any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if any third party through whom any bill payment is to be made fails to properly transmit the payment to the intended payee. We will also not be liable if there are insufficient available funds or credit availability in your Bill Pay Account and/or overdraft protection plan; if a legal order directs us to prohibit withdrawals from the Bill Pay Account; if the Bill Pay Account is closed or frozen; or if any part of the electronic

funds transfer system is not working properly. We will not be liable for indirect, special, or consequential damages arising out of the use of the Bill Pay Service. We do not recognize "Grace Periods," "Pay To," or "Late After" dates when considering the reimbursement of late fees or finance charges.

#### **F. Accounts Accessible By More Than One Person**

Joint account holders may use the same account as their funding account for their individual Bill Pay Service. As such, each account holder has the same right of access to account activity such as notifying us of suspected loss or fraud or canceling the Bill Pay Service, etc. Each such owner may individually enroll in the Bill Pay Service and each such enrolled person needs a unique password. Each such person will have his/her own payee list and payment history.

#### **G. Termination Of Bill Pay Service**

If you have the Bill Pay Service and do not schedule or process a payment via the Bill Pay Service for any three (3) month period, we may terminate your Bill Pay Service. Additionally, if you close your current Bill Pay Account within thirty (30) days, you must notify us and designate a new deposit account that will be your Bill Pay Account or we may terminate your Bill Pay Service. If we terminate your Bill Pay Service, your online bill payment information will be lost and all pending payments will be canceled. If you decide to terminate the Bill Pay Service, we strongly suggest that you cancel all future bill payments at the same time that you cancel your Bill Pay Service. This will ensure that future payments made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your Bill Pay Service has been terminated. Termination of the Bill Pay Service will not automatically close your Eligible Accounts.

### **Money Manager**

#### **A. Description Of Money Manager**

You may access services offered by third party, as the Online Financial Services through a personal financial management tool that allows you to better manage your information by consolidating it in one place ("Money Manager"). Money Manager uses proprietary technology to allow you to retrieve, view, and maintain information you have available at various financial websites you designate, but all within one convenient service. All of your Eligible Accounts are automatically added to Money Manager.

You may add information about accounts accessible at other websites that you maintain at other financial institutions to Money Manager. When you use Money Manager to access a third party website you designate, you agree to the following:

1. You authorized us and our providers to access the third party websites and accounts you designate to retrieve account information on your behalf, and you appoint us as your agent for this limited purpose. In addition, you hereby grant us and our providers as your true and lawful attorney-in-fact, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access third party websites, retrieve account information, and use your information, for the purpose of accessing your accounts and operating Money Manager, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person.
2. You represent that you are a legal owner of the accounts at third party websites which you include in Money Manager and that you have the authority to
  - (i) designate us as your agent,
  - (ii) use Money Manager and
  - (iii) give us your passwords, usernames, and all other information you provide.
3. **YOU AGREE AND ACKNOWLEDGE THAT WHEN WE ACCESS AND RETRIEVE INFORMATION FROM THE THIRD PARTY WEB SITE, WE ACT AS YOUR AGENTS, AND NOT THE AGENTS OR ON BEHALF OF THE THIRD PARTY.**
4. Money Manager does not have the capability to initiate transactions affecting your financial accounts or provide notices or instructions affecting such financial accounts. You are responsible for all fees charged by the third party in connection with such transactions and accounts, and you agree to comply with the terms and conditions of those accounts. If you have a dispute or question about any transaction on such site, you agree to direct these to the account provider.
5. Third party web sites shall be entitled to rely on the above authorizations, agency and power of attorney granted by you.
6. Money Manager is not sponsored or endorsed by any providers of the third party accounts you access through Money Manager, except for us.
7. Balances shown on Money Manager for external accounts reflect the most recent refresh and may not be accurate if a refresh was not successfully completed or the information obtained during the refresh from the third party is otherwise not accurate or current. Balances shown on Money Manager for accounts with us are up-to-date as of the end of the previous Business Day.

Data and information is provided for informational purposes only, and is not intended for trading or transactional purposes. You agree that we are not liable for any errors or delays in the content, or for any actions taken in reliance thereon. The services which you may be able to access through Money Manager are services of the listed institutions. Money Manager provides links to selected institutions for your convenience only. We do not endorse or recommend the services of any institution. The third party institution you select is solely responsible for its services to you. We are not liable for any damages or costs of any type arising out of or in any way connected with your use of the services of the institution.

8. You may also add information into Money Manager for accounts not available at other websites or which are not linked to Money Manager. In such case, you are solely responsible for the accuracy of such information.

### **B. Provide Accurate Information**

You represent and agree that all information you provide to us in connection with Money Manager is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Money Manager. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

### **C. Proprietary Rights**

You are permitted to use content delivered to you through Money Manager only on Money Manager. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of Money Manager technology, including but not limited to, any Java applets associated with Money Manager.

### **D. Restriction On Commercial Use Or Resale**

You agree not to resell or make any commercial use of the services in Money Manager.

### **E. Your Indemnification Of The Bank**

When you use Money Manager, unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and our service providers and affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of Money Manager, your violation of this Agreement or your

infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

### **F. Money Manager Service Limitations**

We want to make your use of Money Manager easy and productive, but we cannot always foresee or anticipate technical or other difficulties. These difficulties may result in loss of data, personalization settings or other Money Manager interruptions. With respect to Money Manager, we do not assume responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings.

### **G. Third Party Products And Money Manager**

You agree to exercise caution when browsing on the internet and to use good judgment and discretion when obtaining or transmitting information or making purchases.

### **H. Privacy And Money Manager**

We are committed to keeping information about you secure and confidential. Through the Money Manager service, you are able to aggregate information about your accounts from sources other than us so that you may view them in one online location. We will use this information to help optimize your personal use of this service, and to understand what product or service offers may be most beneficial to you. We do not sell or otherwise share your information with outside third party marketers who may want to offer you their own products and services.

### **I. Changes Or Cancellation**

You may cancel your participation in Money Manager by calling us or doing so online. We reserve the right to change or cancel Money Manager at any time without notice. We may also suspend your access to Money Manager at any time without notice and for any reason, including but not limited to your non-use of Money Manager. You agree that we will not be liable to you or any third party for any modification or discontinuance of Money Manager.

### **J. Third Party Beneficiary**

You agree that our providers may rely upon your authorization and grant of a limited power of attorney, the disclaimer of warranties, and the limitation of liability in Money Manager above, and such providers are, for the purposes of those sections,

third party beneficiaries to this Agreement, with the power to enforce those provisions as applicable.

## **MOBILE REMOTE DEPOSIT CAPTURE (RDC)**

### **A. Approval and Acceptance of Services**

At our sole and absolute discretion, you may be able to remotely deposit funds with us by transferring check deposit information to us from a mobile device (“Mobile Remote Deposit Services”). Your use of the Mobile Remote Deposit Services constitutes your acceptance of the following terms and conditions of this Agreement. Your continued use of the Mobile Remote Deposit Services after a change in this Agreement and/or the Mobile Remote Deposit Services constitutes your acceptance of the changed Agreement and/or Mobile Remote Deposit Services.

### **B. Eligible Items**

You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC . An image of a check transmitted to us shall be deemed an “item” as defined in Article 4 of the Uniform Commercial Code. You shall not use the Mobile Remote Deposit Services to transmit any checks or other items for deposit that:

1. Are payable to any person or entity other to you;
2. Are drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signor or joint account holder;
3. Contain an obvious alteration on the check or item, or which 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 or item is drawn;
4. Were previously converted to a “substitute check” as defined in Regulation CC;
5. Are drawn on a financial institution located outside the United States of America;
6. Are “remotely created checks”, as defined in Regulation CC;
7. Are not payable in currency of the United States of America;
8. Are dated more than six (6) months prior to the date of deposit; or
9. Are prohibited by our procedures relating to the Mobile Remote Deposit Services or which are otherwise not acceptable under the terms of User’s account agreement(s) with Bank.

### **C. Compliance With Law**

You will use the Mobile Remote Deposit Services for lawful purposes and in compliance with all applicable laws, rules and regulations. You will only transmit acceptable items for deposit and will handle the original items in accordance with applicable laws, rules, and regulations. You indemnify and hold us harmless from any damages, liabilities, costs, expenses (including reasonable attorney's fees) or other harm arising out of or relating to your violation of this paragraph. This indemnity will survive termination of this Agreement and your account relationship with us.

### **D. Check Requirements**

Any image of a check you transmit to us shall accurately and legibly provide all the information on the front and back of the check that appeared on the original check at the time the check was presented to you. Prior to transmitting the check, you will endorse the back of the original check with your signature. All scanned images transmitted to us shall accurately and legibly provide, among other things: (i) the information identifying the drawer and the paying bank that is pre-printed on the check including complete and accurate MICR information and signatures; and (ii) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the check and any endorsements written on the back of the check. The image quality for the check shall meet the standards for image quality established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

### **E. Endorsement Of Deposited Items**

Checks shall be endorsed by the payee(s) on the reverse side of the check. If a check has two or more payees whose names are joined by the word "and", all payees must endorse the item. If a check has two or more payees whose names are joined by the word "or", only one payee must endorse the check. Third party checks or checks that a payee has endorsed over to someone else ("Pay to the order of") will not be accepted for deposit.

### **F. Deposit Limits**

You may make an unlimited number of deposits using the Mobile Remote Deposit Services so long as the total dollar amount of deposits does not exceed \$2,500.00 in any one (1) banking day and does not exceed \$7,500.00 in any five (5) banking day period. Deposits to new accounts may have lower limits. For new accounts, those



open less than 180 days, have lower limits. Customers with new accounts may also make an unlimited number of deposits so long as each item is less than \$500.00, the total dollar amount of deposits does not exceed \$1,000.00 in any one (1) banking day and does not exceed \$3,000.00 in any five (5) banking day period. We reserve the right to modify the limitation on the dollar amount(s) and/or number(s) of deposits that you transmit through the Mobile Remote Deposit Services from time to time.

### **G. Availability Of Funds**

Our policy is to make funds from your check deposit available to you on the first business day after the day we receive your deposit. All deposits received after 6:00 p.m. CST will be on the next business day. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will email you the notice by the day after we receive your deposit.

### **H. Limitations On Services**

You might experience technical or other difficulties when using the Mobile Remote Deposit Services. We assume no responsibility for technical or other difficulties you encounter when using the Mobile Remote Deposit Services or any resulting damages you incur. We reserve the right to change, suspend or discontinue the Mobile Remote Deposit Services, in whole or in part, or your use of the Mobile Remote Deposit Services, in whole or in part, immediately and at any time without notice to you.

### **I. Your Warranties And Indemnification**

You represent and warrant as follows:

1. With respect to each image of an original check you transmit to us using the Mobile Remote Deposit Services:
  - You are authorized to enforce each item transmitted to us.
  - You have possession of each original check deposited using the Mobile Remote Deposit Services and no one will submit the original check for payment.
  - The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine and accurate.

- You will not deposit or otherwise endorse to a third party the original check or item and no one will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original or a paper or electronic representation of the original) such that they will be asked to make payment based on a check or item that has previously been paid.
- There are no duplicate images of the original check except the digital image of the original check that you transmit to Bank using the Mobile Remote Deposit Services.
- You have not knowingly failed to communicate any material information to us.
- Files and images you transmit to us contain no viruses or other disabling features that might adversely affect our network, data or related systems.
- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or represent the original item.
- All information you provide to us is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold us harmless from any loss for breach of the foregoing representations and warranties.

#### **J. Disposal Of Transmitted Items**

Upon your receipt of our confirmation that we have received the image of an item, you will properly dispose of the item to ensure that it is not presented for payment a second time by you or anyone else. At our request, you will promptly provide any retained items, or a sufficient copy of the front and back of the item to facilitate the clearing and collection process, to resolve claims by third parties with respect to any item, or for our audit purposes. You are responsible for any loss resulting from your failure to properly dispose of original checks.

#### **K. Securing Images On Mobile Devices**

You acknowledge and understand that check images captured on a mobile device remain on the device until the associated deposit has been successfully submitted. You will promptly complete each deposit and ensure that the mobile device is secure until the deposit is completed.

## **L. Receipt Of Items**

We reserve the right to reject any item transmitted through the Mobile Remote Deposit Services, at its discretion, without liability to you. We are not responsible for items not received for images that are dropped during transmission. An image of an item shall be deemed received when you receive our confirmation that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

## **M. Hardware And Software**

In order to use the Mobile Remote Deposit Services you must obtain and maintain, at your expense, compatible hardware and software that we specify from time to time. We are not responsible for any third party software that you might need to use the Mobile Remote Deposit Services. You accept any such software is “as is” subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

## **N. Errors**

You agree to notify us of any suspected errors regarding items deposited through the Services right away, and in no event later than sixty (60) days after the applicable account statement is sent. Unless you notify us within sixty (60) days, such statements regarding all deposits made through the Mobile Remote Deposit Services shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

## **O. Presentment**

The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion subject to the agreements governing your account(s) with us.

## **P. Ownership & License**

We retain all ownership and proprietary rights in the Mobile Remote Deposit Services, associated content, technology, and website(s). Your use of the Mobile Remote Deposit Services is subject to and conditioned upon your faithful compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Mobile Remote Deposit Services. Among other things, you may not use the Mobile Remote Deposit Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interests, or (iii) to our actual or potential economic disadvantage in any

aspect. You may use the Mobile Remote Deposit Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Mobile Remote Deposit Services.

### **Q. Email Address**

We will send notifications of receipt of remote deposit items to the email address you provide us. You will immediately notify us if you change your email address.

### **R. Disclaimer Of Warranties**

YOUR USE OF THE MOBILE REMOTE DEPOSIT SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED AS AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE MOBILE REMOTE DEPOSIT SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE MOBILE REMOTE DEPOSIT SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE MOBILE REMOTE DEPOSIT SERVICES WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE MOBILE REMOTE DEPOSIT SERVICES OR TECHNOLOGY WILL BE CORRECTED.

### **S. Limitation Of Liability**

WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE MOBILE REMOTE DEPOSIT SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE MOBILE REMOTE DEPOSIT SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IS USER HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

## **T. Other Terms**

User may not assign this Agreement. This Agreement shall be governed by the laws of the state where Bank is located and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

## **Zelle**

### **A. Description of Services**

- a. We have partnered with the Zelle Network (“Zelle”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Service”). We will refer to financial institutions that have partnered with Zelle as “Network Banks.”
- b. Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank.
- c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

### **B. Eligibility and User Profile**

When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Online Access Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by

law, and you agree that you will not use the Service to request money from anyone for any such payments.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

### **C. Privacy and Information Security**

We make security and protection of your information a top priority. For information about our privacy and security practices and a link to our Privacy Statement, go to our Web site at <https://www.centralbank.net>.

### **D. Wireless Operator Data**

We or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *Zelle*'s [Privacy Policy](#) for how it treats your data.

### **E. Enrolling for the Service**

- a. You must provide us with an email address that you regularly use and intend to use regularly and a permanent U.S. mobile phone number that you intend to use for an extended period of time. You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

- b. Once enrolled, you may:
  - i. Authorize a debit of your account to send money to another User either at your initiation or at the request of the User; and
  - ii. Receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

## **F. Consent to Emails and Automated Text Messages**

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Online Services Access Agreement. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.

- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
- e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at (573) 634-1111. You expressly consent to receipt of a text message to confirm your “STOP” request.

### **G. Receiving Money; Money Transfers by Network Banks**

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, text message).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Online Access Agreement and the procedures of the business or government agency that is sending you the payment.

### **H. Sending Money; Debit by Network Banks**

You may send money to another User at your initiation or in response to that User’s request for money. You understand that use of this Service by you shall at all times be subject to (i) this Online Service Access Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent



money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with either *Zelle*, either in the *Zelle* mobile app or with a Network Bank, they will receive a text or email notification instruction them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolled as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

## **I. Liability**

Neither we nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMALIAR OR YOU DO NOT TRUST. *ZELLE* DOES NOT OFFER A PRETECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR

SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

## **J. Send Limits**

*Zelle* has transaction and daily dollar amount limits. These limits are tiered and based on your banking relationship with us. These limits are subject to change at our sole discretion. The general limit tiers are as follows:

For new accounts/relationship open less than 60 days:

- Transaction limit of \$250.00
- Daily limit of \$500.00

For accounts/relationship opened between 61-180 days:

- Transaction limit of \$500.00
- Daily limit of \$1,000.00

Customers with accounts/relationship opened over 181 days:

- Transaction limit of \$1,500.00
- Daily limit of \$3,000.00

We reserve the right to restrict or terminate your access to *Zelle* and we reserve the right to modify the limitation on the dollar amount(s) you transmit through *Zelle* from time to time.

## **K. Requesting Money**

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor *Zelle* guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we or *Zelle* accept responsibility if the other User rejects or ignores your request, or send you an amount that is less than you request. If a User ignores your request, we may decide or *Zelle* may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Online Access Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

#### **L. Transaction Errors**

In case of errors or questions about *Zelle* transactions, please review our [electronic funds transfer disclosure](#).

#### **M. Your Liability for Unauthorized Transfers**

Tell us AT ONCE if you believe your personal identification number or password has been lost or stolen. For additional information, please review our [electronic funds transfer disclosure](#).

#### **N. Cancellation of the Service**

If you decide to terminate *Zelle*, please call Technical Support at (800) 749-5344. Termination of *Zelle* will not automatically close your Eligible Accounts.

#### **O. Disclaimer of Warranties**

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, *ZELLE* MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. *ZELLE* EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. *ZELLE* DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

#### **P. Limitation of Liability**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF *ZELLE* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH *ZELLE*'S SERVICE OR WITH THE TERMS OF THIS

ONLINE ACCESS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

### **Q. Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Online Access Agreement, you agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Online Access Agreement.

### **R. Miscellaneous**

Subject to the terms of this Online Service Access Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle's* control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

*Zelle* and the *Zelle* related marks are wholly owned by Early Warning Services, LLC and are used herein under license.