

**ELECTRONIC BUSINESS SERVICES TERMS AND CONDITIONS**  
**TABLE OF CONTENTS**

<b>Terms Applicable to all Services</b>	<b>1</b>
<b>Stop Payment Orders</b>	<b>8</b>
<b>Funds transfers</b>	<b>8</b>
<b>Bill Payment</b>	<b>9</b>
<b>Positive Pay</b>	<b>10</b>
<b>Wire Transfer</b>	<b>11</b>
<b>Automated Clearing House (ACH) Transfers</b>	<b>12</b>
<b>Remote Deposit Capture</b>	<b>17</b>
<b>Mobile Banking</b>	<b>24</b>

**ELECTRONIC BUSINESS SERVICES**  
**TERMS AND CONDITIONS**

The Electronic Business Services Terms and Conditions sets out the terms on which the Bank may provide Services to the Customer. The Customer may be required to enter into other agreements, or register, in order to use or activate any Services.

**TERMS APPLICABLE TO ALL SERVICES**

The following terms apply to all Services.

1. **Definitions.** The following definitions will apply to the Electronic Business Services Agreement. If similar terms are defined in a Supplemental Agreement, the following definitions will take priority. Additional definitions may be provided in the terms and conditions applicable to specific Services.

“Account” means any deposit account in which funds of the Customer are deposited at the Bank.

“ACH” means automated clearing house and refers to electronic transfers of funds through the clearing house system.

“Administrator” means a representative of the Customer who is authorized to manage access to the Services as more fully defined herein.

“Authorized Person” means any person who the Customer has authorized to utilize a Service on behalf of the Customer or who has apparent authority to represent the Customer.

“Available Funds” means funds on deposit with the Bank that are available for withdrawal as defined in Federal Reserve Regulation CC and the Bank’s fund’s availability policy, and that are not encumbered or subject to any other restrictions.

“Bank” means any bank that is a subsidiary of Central Bancompany, Inc. and its successors and assigns at which Customer maintain an Account or obtains any products or services.

“Banking Day” or “Business Day” means each Day that the lobbies of the Bank are open for business except Saturdays. If a Service is provided through a third party, any Day that the third party is not conducting the Service will not be a Banking Day.

“Collected Funds” means deposits resulting from a check or other item drawn on another bank, which check or other item has been presented for payment to the other bank and has been finally paid and collected.

“Communication Device” means the Internet, computer, scanner, telephone, mobile telephone, tablets, wireless communications device, or other device or system used to capture or transmit data or other communications.

“Customer” means any owner of any Account or any user of any Service. If there is more than one owner or user, any one of them may act alone and bind all of them, and notice to any one of them is considered to be notice to all.

“Cut Off Time” means the deadline for providing certain notices as set out in the “Cut Off Time” section herein.

“Days” means consecutive calendar days when not used in the context of “Banking Days”.

“Electronic Business Services Agreement” means the Terms Applicable to All Services in the Electronic Business Services Terms and Conditions and all Supplemental Agreements as published by the Bank from time to time.

“FRB” means the Federal Reserve Bank.

“Initiate” ” means creating a an instruction for a transaction but not sending the Wire Transfer instruction to the Bank.

“Security Device” means security codes, passwords, systems or other security devices permitted or required to be used to utilize any Service.

“Service” means any product or services that the Customer may obtain from the Bank and any disclosure of information with respect to any product or service.

“Supplemental Agreement” means any agreement between the Bank and Customer, or any description of terms and conditions of use, relating to a particular Service.

“Transmit” means sending an instruction to the Bank to complete a transaction.

2. Communications and Notices: (a) Except as provide in subparagraph (b) below, all notices that the Customer is required or permitted to send to a Bank shall be sent to the Bank providing the Service at the address, telephone number or e-mail address for such Bank as disclosed at the [www.centralbancompany.com](http://www.centralbancompany.com) website using the “Our Family” quick link, “Contact Us” link. The method of providing the notice shall be in accordance with the requirements of this Electronic Business Services Agreement or any Supplemental Agreement.

(b) All notices regarding claims against the Bank shall be sent to Central Bancompany, Inc., 238 Madison Street, Jefferson City, MO 65101, ATTN: General Counsel by certified mail or by a nationally recognized courier service.

(c) The Bank may send all notices and disclosures to the Customer to the last known mail or e-mail address of the Customer on the records of the Bank or by electronic notice to the extent permitted by applicable laws or regulations, each of which will be considered written notice. If there is more than one Customer, then the Bank will be required to give notice to only one Customer. It is the responsibility of the Customer to give the Bank written notice of the change of any of Customer’s addresses.

3. Applicable Laws and Regulations; Amendments of Agreement: The Electronic Business Services Agreement and all Services provided thereunder shall be subject to any existing or future laws and government regulation, and the rules and fee schedules of the Bank. If there is any conflict between the Electronic Business Services Agreement and applicable law or regulation, the Electronic Business Services Agreement will be considered changed to the extent necessary to comply with the law unless the law or regulation permits waiver or modification of the terms of the law or regulation by an agreement of the Customer in which event the Customer is deemed to have consented to such waiver or modification. If there is any inconsistency between the rules of the Bank, the Terms Applicable to All Services or a Supplemental Agreement, the Terms Applicable to All Services will prevail over any Supplemental Agreement or the Bank Rules, and any Supplemental Agreement shall prevail over any Bank rule. Unless otherwise required by law, the Bank may adopt and amend regulations, rules and fees for Services by posting such regulations, rules, amendments or fees in the lobby of the Bank for a period of 30 Days or by sending notice of such regulations, rules, amendments or fees to the Customer no less than 30 Days before the effective date of such change. The Bank may amend any part of the Terms Applicable to All Services any Supplemental Agreement or terms of any Service by giving at least 30 Days prior written notice to Customer, and the use of the applicable Service by the Customer after such 30 Day period will be deemed to be acceptance of such amendment by the Customer.

4. Fees: Customer will pay all fees for any Service as disclosed in any fee schedule or Supplemental Agreement. The Bank may deduct fees for any Services from any Account of the Customer at the Bank. Customer is responsible for all access and other charges incurred in using any Communication Device.

5. Termination of Services or Agreement: Unless any other time period is specified herein or in any Supplemental Agreement, either the Bank or the Customer may terminate any Supplemental Agreement or any Service by giving at least 15 Days prior written notice to the

other. Notwithstanding the foregoing, the Bank may terminate a Service without prior notice if the Customer is in default under the Electronic Business Services Agreement, or if the Bank has reason to believe that any Account of the Customer is being misused or the security of any Account has been compromised, or if the Service is being used for illegal purposes, or the use of the Service threatens damage or financial loss to the Bank, or in the event of the Customer's insolvency, receivership, or voluntary or involuntary bankruptcy, or the institution of proceedings therefore or any assignment for the benefit of the Customer's creditors.

6. Limits on Bank Liability: Except as may otherwise be specifically provided herein: (a) neither the Bank, nor any of the Bank's affiliates, officers, directors, employees or agents ("Bank Representatives"), will be responsible for any loss of Customer's funds or property except as a result of an intentional act or gross negligence of the Bank or a Bank Representative; (b) any liability of the Bank with respect to any Service shall be limited to liquidated damages equal to the lesser of actual damages sustained by the Customer or the amount of fees for the applicable Service that were paid by the Customer for the six month period immediately preceding the act or omission for which the Bank or Bank Representative is liable; (c) neither the Bank nor any Bank Representative shall be liable for any indirect, special, incidental, punitive or consequential damages, and (d) Customer will be solely responsible for any losses or damages caused by any inaccurate or incomplete information provided by the Customer.

7. Third Party Products and Services: Customer must provide Customer's own access to the Communication Device through a provider of Customer's choice. Customer is solely responsible for obtaining and maintaining all equipment, devices, applications or services necessary to use the Communication Device. The Bank has no liability of any kind or nature arising from any defect in any such item. Bank is not responsible for any computer virus, cookies, spyware or similar problems which may affect or result from Customer's use of the Services. Customer agrees to all terms of use and license agreements applicable to any equipment, devices, applications or services used by Customer in using a Communication Device.

8. Survival of Terms; Successors; Miscellaneous: If any part of Electronic Business Services Agreement, is found to be illegal or unenforceable, then the remainder of such agreement shall be interpreted to give effect to the general intention of such agreement. All rights and remedies of the Bank, and any limitations on the liability of the Bank, contained in the Electronic Business Services Agreement survive the termination of such agreement. Customer cannot assign any of its rights under the Electronic Business Services Agreement. The Electronic Business Services Agreement will be for the benefit of and shall be binding on the permitted successors and assigns of the Customer and the Bank. The Bank reserves the right to waive the enforcement of any of the terms of the Electronic Business Services Agreement with respect to any transaction or series of transactions. Any such waiver will not affect the Bank's right to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with Customer and is not sufficient to modify the terms and conditions of the Electronic Business Services Agreement.

9. Indemnification: The Customer will indemnify the Bank against all costs and expenses incurred by the Bank (including attorney fees) arising out of any acts or omissions caused by Customer and acts or omissions of the Bank in reliance on instructions from the Customer.

10. Security: (a) Customer may be assigned Security Devices to be used when Customer uses Services. The Bank may also make available to the Customer Security Devices that are provided by third parties. The Customer must use the Security Devices that are designated or required for a Service. Customer is solely responsible for making Security Devices available to Authorized Persons and for monitoring the use of the Security Devices by the Authorized Persons. Customer is solely responsible for all transactions that are made using Customer's computer or other Communication Device, or which are made using any Security Device issued to Customer, or which are made after Customer has declined to accept Security Devices made available by the Bank, or which are made without the Bank's actual knowledge that such transactions are unauthorized. Customer is solely responsible for all transactions and use of Services that are made using Customer's Communication Device, or which are made using any of Security Devices issued to the Customer, without the Bank's actual knowledge that a transaction or Service use is unauthorized. Without limiting anything else contained herein, Customer is solely liable for any losses, damages or unauthorized access to Customer's Accounts if Customer accesses Services by public WiFi or other public access services. Customer is solely responsible for installing in Customer's Communication Devices such procedures, codes, firewalls and other security devices as are necessary to prevent the unauthorized use of Customer's Communication Devices, Security Devices or Accounts. The Bank will have no liability to the Customer for any losses incurred by Customer that could have been avoided or mitigated by the Customer using the any Security Device, services or products offered by the Bank to avoid unauthorized access to Customer's Accounts, or the most advanced or comprehensive options for such services or products, and Customer has declined to use such Security Devices, services or products.

(b) The Bank reserves the right to block access to the Services if the Bank has actual knowledge that any Security Device has been compromised or misappropriated, provided that the Bank has no obligation of any kind to investigate or discover any such compromise or misappropriation and the Bank shall have no liability to the Customer for the Bank's failure to discover any such compromise or misappropriation. The Customer must immediately notify the Bank in writing delivered by certified mail or by a nationally recognized courier service or by e-mail if: (i) Customer has authorized any person to use any of Customer's Security Devices and if Customer wishes to terminate such person's authority to use the Security Device, or (ii) Customer has reason to believe that any of Customer's Security Devices have been lost, stolen or otherwise compromised, or (iii) Customer has reason to believe that any person is accessing Customer's Accounts without authority. The Bank will have no liability for any unauthorized transactions that occur within two Banking Days after actual receipt of such written notice by the Bank. Customer hereby releases the Bank from all liability for, and will indemnify the Bank Representatives from, any and all claims of any nature arising out of any access to any of Customer's Accounts using the Services unless the Bank has actual knowledge that such transactions are unauthorized. If the Bank makes available to the Customer a Security Device and the Customer refuses to use the Security Device, then the Bank shall have no liability of any kind for any unauthorized access to Customer's Accounts, or misappropriation of any of Customer's funds.

(c) THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO MERCHANTABILITY, OR THAT THE SECURITY DEVICES ARE FIT FOR A

PARTICULAR PURPOSE OR ARE SUFFICIENT TO PROTECT THE CUSTOMER AGAINST UNAUTHORIZED ACCESS TO THE CUSTOMER'S ACCOUNTS OR COMPUTER SYSTEMS. THE CUSTOMER ACKNOWLEDGES THAT THE SECURITY DEVICES MAY NOT BE THE MOST SOPHISTICATED OR ADVANCED DEVICES AVAILABLE AND THAT THE BANK HAS NO OBLIGATION EXCEPT TO OFFER REASONABLE SECURITY DEVICES TO THE CUSTOMER. THE CUSTOMER SHOULD OBTAIN INDEPENDENT ADVICE ON THE SECURITY OF CUSTOMER'S COMPUTER SYSTEMS AND WHETHER THE SECURITY DEVICES PROVIDE SUFFICIENT PROTECTION TO THE CUSTOMER AND ITS ACCOUNTS AND COMPUTER SYSTEMS. Customer agrees to look solely to the third party provider or manufacturer of any Security Device with respect to any defect in a Security Device.

11. Positive Pay: The Bank currently offers "positive pay" service to business checking account customers. Under the positive pay service, the Customer notifies the Bank in advance of checks that Customer writes on Customer's account, including information about the contents of the check. When the check is presented to the Bank for payment, the Bank will compare the contents of the check with the information Customer provided to the Bank. If the check does not match the information Customer gave Bank then the Bank will contact Customer for instructions on how to handle the check. Positive pay is an important method for protecting a Customer's Accounts against fraud and forgery and the Bank strongly recommends that Customers use positive pay. Customer agrees that if Customer does not use the Positive Pay system then Customer may not make any claims against the Bank, and the Bank will have no liability, for any losses Customer may experience from forged, altered or fraudulent checks drawn on the Customer's account.

12. Service Administrator: Customer will appoint an Administrator who will be responsible for the following functions with respect to all Services: establish access rights to all Services by representatives of the Customer; receive communications generated by the Communication Device or Service systems; approve, reject or modify all instructions to the Bank for transactions or other use of Services; assign user passwords or other Security Devices to representatives of the Customer; and in all other manners represent the Customer with respect to the Services. The Customer may change the Administrator, or appoint additional Administrators, by giving written notice to the Bank. The Bank will not be under a duty to inquire as to the authority of the Administrator or the propriety of any instructions given to the Bank by the Administrator or any person designated by the Administrator to act on behalf of the Customer.

13. Interruption in Service; Limit of the Bank's Liability: Any information Customer receives from the Bank can only be provided on a best-efforts basis for Customer's convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made by Customer using this information. The Bank will have no liability to Customer if Customer is not able to complete any transaction because: (a) Customer does not have enough money in Customer's Accounts to make the transfer; (b) the Bank's communications systems or computer system are not working properly or is undergoing repair or maintenance; (c) the failure is the result of any act or omission of any Communication Device provider or any software or service provided by any third party or any other party to the transaction; (d) service is interrupted or blocked as a result of interruption

of Communication Devices or pursuant to security procedures; or (e) circumstances beyond the Bank's control (for example, fire, flood, loss of power, or interruption of Communication Systems) prevent the completion of the transaction. The Bank may on a regular basis perform maintenance on the Bank's equipment or systems which may result in interruption of the Services and the Bank will not have any liability to Customer as a result of any such interruptions. The Bank may contract with third parties to provide certain Services to Customer. The Bank will have no liability of any kind to Customer with respect to any acts or omissions of such parties, and Customer's sole remedy shall be against such third party. If Customer experiences any inability to access the Services Customer should call the Bank during normal business hours.

14. Laws, Disputes: The Electronic Business Services Agreement is governed by the internal laws of the State of Missouri without reference to conflicts of law rules and by the Federal Arbitration Act. Any disputes relating to any such agreements or the Services shall be resolved by arbitration in Cole County, Missouri in accordance with the rules of commercial arbitration for the American Arbitration Association (the "AAA"). The AAA shall appoint the arbitrator. No arbitrator may award indirect, special, punitive or consequential damages of any kind or make any award not authorized herein. Claims of more than one person or entity (other than joint Customers under the Electronic Business Services Agreement) may not be joined in a single arbitration proceeding. Arbitration awards may be enforced by any state or federal court having geographic jurisdiction over Cole County, Missouri. The nonprevailing party will pay the costs of arbitration, and the costs and attorney fees of the prevailing party including costs of enforcing any arbitration award.

15. Cut Off Times. The following Cut Off Times for delivery of information will apply to all Supplemental Agreements. If different Cut Off Time is specified in a Supplemental Agreement, the following times will take priority. All Cut Off Times are applicable to Banking Days and are based on the local time of the main office of the Bank.

<u>Transaction</u>	<u>Cut Off Time</u>
Account transfers	6:00 p.m.
ACH transfers and notices	7:00 p.m.
Bill Payment Cancellation	3:00 p.m.
Bill payment orders - expedited	6:00 p.m.
Bill payment orders - regular	3:00 p.m.
Remote Check Capture	6:00 p.m.
Funds Transfer Deposits	6:00 p.m.
Loan payments	6:00 p.m.
Positive pay notices	7:00 p.m.
Same-day ACH transfers	2:45 p.m.
Stop payment orders	6:00 p.m.
Wire transfers	4:00 p.m.

16. Fees. Customer will pay fees for the Services as established by the Bank.

17. Use of Services; Confirmations of Transactions. The Customer will use Services and give instructions to the Bank regarding use of Service in compliance with procedures that the Bank may establish for a particular Service. The Bank will not be required to provide any confirmations of completed transactions except as may be available through the Bank's internet banking services or on the Customer's regular account statement.

18. Notice of Erroneous or Unauthorized Transactions. Customer must give notice to the Bank of an erroneous or unauthorized Service transaction within five Banking Days after the earlier of the date that the Customer discovers such transaction or the date that the Account statement or other notification on which the transfer appears is first made available to the Customer (including posting on the Bank's Internet or on-line banking site). The Bank shall have no liability to the Customer if notice is not given within such time. The Customer must cooperate with the Bank in recovering any erroneous transactions.

19. Provisional Credits. Any credits to Customer's Accounts from any source are provisional until Bank receives final settlement for such entries.

20. Successors and Assigns Severability. The Electronic Business Services Agreement will be binding on and inure to the benefit of the Bank and the Customer and their respective successors, heirs and assigns. The invalidity or unenforceability in particular circumstances of any portion of the Electronic Business Services Agreement shall not affect the remainder of the agreement and a court or arbitrator may reform the agreement to reflect the intent of the Bank and the Customer.

### **STOP PAYMENT ORDERS**

The Customer may instruct the Bank not to pay a check. The Bank will not be required to act on such instructions until four hours after the notice is received by the Bank, or until 11:00 a.m. on the next Banking Day if the four hours would end after the Cut Off Time for stop payment orders. Notwithstanding anything else contained herein, the Bank will not be required to stop payment of a check when excused from doing so by law. Customer should call the Bank if Customer wishes Customer's instructions to be acted on more quickly. A stop payment order must precisely identify the date, check number, payee and amount of the check. A written stop payment order is effective for only 6 months unless renewed within the 6 month period. An oral stop payment order is effective for only 14 Days. The Bank may pay any check after expiration of a stop pay order without further authorization of the Customer and without regard to any stale check rules.

### **FUNDS TRANSFER**

Customer may transfer Available Funds from one Account to another Account or from an Account to make a payment on a loan from the Bank to the Customer, but only to the extent that there are unencumbered Available Funds in the Account from which the transfer is made. Customer may make draws on lines of credit and transfer the draw to an Account, but only to the extent that a draw is permitted under the terms of the loan documents. The number of transfers that Customer may make may be limited by law or regulation and the Bank may establish restrictions on transfers



that may exceed those limits. Transfer instructions must be received by the Cut Off Time for transfers to be made on a Banking Day. Only Available Funds may be transferred

### **BILL PAYMENT**

Customer may pay bills from Available Funds in the Customer's checking Accounts to a creditor of the Customer. The Bank may, but will not be required to, pay any bills where the payees are located outside of the United States. Customer will be required to designate the amount of the payment to be made, the date that the payment is to be delivered to the creditor, and such other information as the Bank may require. Customer may authorize individual payments or may authorize automatic payment of recurring bills. Payments will be made by checks mailed to the creditor or by ACH transfers depending on the requirement of the creditor. The Bank has no obligation to notify the Customer of the method of payment to be used. Payments sent by mail may not be postmarked and may not provide proof of date of mailing the payment. It is the sole responsibility of the Customer to give an instruction to pay a bill in sufficient time for the payment to be delivered by the date that payment is due. If payment cannot be processed through the bill payment service in time for delivery by the required payment date, then the Customer must arrange for alternative methods of delivery of the payment. Payments will be administered by an independent third party and the Bank has no control over the processing or delivery processes. The Bank has no liability to the Customer for acts or omissions of the third party service provider. The Bank cannot guaranty that a payment will actually be received by the creditor by the delivery date specified by the Customer. If any payment is delivered after the designated delivery date, and if such delay is caused by a wrongful act or omission of the Bank, the liability of the Bank for each such occurrence shall be limited to the lesser of \$50.00 or the late penalty or fee assessed by the creditor under an existing agreement between Customer and the creditor.

The amount of the payments, and any applicable fees, will be deducted from the Account that Customer designated to be used to pay bills. For bills paid by ACH transfer, the Account will be charged on the date the payment is processed. For bills paid by check, checks will be issued on the Customer's Account regardless of whether sufficient funds are in the Account on the day the check is issued and the Account will be charged on the date the check is presented for payment. If there are not sufficient Available Funds in the Account to pay all of the designated bills the Bank may complete payments to the extent of Available Funds and decline to pay all other bills in accordance with the Bank's standard procedures. The present standard procedure of the Bank is to pay bills in the order of the dates that payments are scheduled to be processed. If sufficient Available Funds to pay a bill that is to be paid by ACH transfer, the Bank will not pay the bill if sufficient funds are later deposited into the Account. If sufficient Available Funds to pay a bill that is to be paid by a check dawn on the Customer's Account, the Bank the bank may pay the check in accordance with the Bank's standard procedures for paying checks if sufficient funds are later deposited into Customer's Account.

The Bank will not be required to notify the Customer if a bill will not be paid due to lack of sufficient funds. If the Bank does not pay the bill, the Customer may be charged the Bank's standard checking insufficient funds fee. If multiple payment authorizations are scheduled for processing at the same time and there are not sufficient Available Funds to cover all of the transactions, the Bank may complete one or some of the transactions in accordance with the Bank's

standard procedures and refuse to complete all other transactions for which there are not sufficient Available Funds. Customer may contact the Bank for information about the Bank's standard procedures for determining which transactions may be completed if there are insufficient Available Funds. It is the sole responsibility of the Customer to have sufficient funds in the designated Account by the Bill Payment Deposit Cut Off Time on the payment processing date to pay all applicable bill. If Customer wants to cancel any bill payment, Customer must cancel the online bill payment before the Cut Off Time on the processing Day for such payment.

The Bank may terminate the bill payment services without prior notice to the Customer if Customer does not use the services for 90 days.

### **POSITIVE PAY**

The positive pay service permits the Customer to verify certain items in checks before they are paid to help prevent payment of unauthorized checks. If a Customer uses the positive pay service the Customer will notify the Bank in advance of checks that Customer writes on Customer's account. When a check is presented to the Bank for payment the Bank will compare the contents of the check with the information Customer provided to the Bank. The Customer will designate certain information contained in checks that will be verified by the Bank before a check is paid (the "Verifiable Data"). The Customer will designate how many items of a check will be included in Verifiable Data. The Customer will submit to the Bank a list of Verifiable Data for all checks issued by the Customer (the "Issue List"). The Issue List shall be submitted to the Bank electronically. The Bank may change the format and method of submission of the Issue List at any time by giving the Customer at least 5 Days prior notice of such change. The Customer is solely responsible for any Issue List errors contained in the Issue List. It is the sole responsibility of the Customer to assure and confirm that the Bank receives the Issue List by the Cut Off Time. The Customer bears all risks of failure of communication systems used to deliver the Issue List to the Bank.

If any Check is submitted to the Bank for payment against the Account, and if the Check corresponds with the Verifiable Data for such Check in the Issue List, then the Customer authorizes the Bank to pay the Check and the Bank shall have no liability to the Customer if the Check is forged, counterfeit, duplicate, altered or otherwise invalid in any way. The Bank will not be required to verify any of the other information contained in any Check included on the Issue List other than the Verifiable Data designated by the Customer. The Bank will have no liability for paying checks that are not valid if the invalidity of the check could have been identified by a term that was not part of the Verifiable Data items designated by the Customer. The Bank will not be required to confirm the validity of the signature or the absence of a signature on the Checks; or the contents of automated clearing house transfers or drafts drawn on the Account. Notwithstanding anything else setout herein, if there are any apparent errors in encoding information by a payee or by a depository or collecting bank, the Bank is authorized to correct such encoding errors to be consistent with the Verifiable Data, and such Check will not be reported to the Customer as being inconsistent with the Verifiable Data.

If the Bank determines that any Verifiable Data is inconsistent with the information contained in the Issue List, or if the Check is not included in an Issue List, the Bank will attempt to notify the

Customer through the Bank's online banking system or by telephone or e-mail. The Bank will not have any obligation to send multiple files of the same exception. If Customer does not approve the exception within 2 hours after notice of the exception is delivered to Customer then the Bank will return the Check as "refer to maker". The Bank shall be entitled to act on any instructions received from any person responding on behalf of the Customer without further investigation or authorization.

If the Bank fails to identify or notify the Customer of contents of a Check that do not conform to the Verifiable Data, as required hereunder, the liability of the Bank to the Customer shall be limited to the lesser of the actual damages to the Customer or the amount of the Check. Notwithstanding anything else contained herein, the Bank shall have no liability for paying any Check that is otherwise properly drawn against the Account even if the Check is not listed on the Issue List. The Customer will indemnify the Bank against all costs, claims and expenses incurred by the Bank as a result of paying any Check that conforms to the Verifiable Data, or returning any Check that does not conform to the Verifiable Data.

### **WIRE TRANSFER**

The Bank will make electronic transfers of funds from an Account to third parties ("Wire Transfers") on the following terms.

1. The following terms have the following meaning with respect to Wire Transfers. These definitions are in addition to those in the "Terms Applicable to All Services" contained in the Electronic Business Services Agreement:

"Limit" means the maximum amount of funds for which all Authorized Persons may give instructions to Wire Transfer in the aggregate on a single Day.

"Wire Transfer Instructions" means directions given by an Authorized Person to Initiate or Transmit a Wire Transfer on behalf of the Customer.

2. Customer, and any Authorized Persons, will be required to use Security Devices to authorize any Wire Transfer Instructions.

3. Customer will have no right to reverse or change a Wire Transfer request after it is received by the Bank. A Wire Transfer is finally paid when the Wire Transfer is sent. If the Wire Transfer is requested in United States dollars to a foreign country, then at the paying bank's option payment may be made in the currency of the country to which the transfer is delivered and at the paying bank's exchange rate for United States dollars.

4. The Bank will have no obligation to make any Wire Transfer unless there are then on deposit with the Bank sufficient Collected Funds in an amount at least equal to the amount of the requested Wire Transfer plus applicable fees, provided that the Bank may make such transfer without sufficient funds on deposit in the Bank's sole discretion and the Customer shall immediately on demand pay to the Bank the difference between the Collected Funds and the amount of the Wire Transfer. Except as specifically provided herein or in the Bank's rules and regulations or in applicable laws and regulations, there is no limit on the amount or number of Wire Transfers that the Bank may be requested to make.

5. Wire Transfer Instructions received by the Bank after the applicable Cut Off Time will not be processed until the next Banking Day. Notwithstanding anything else contained herein, the Bank may refuse, in the Bank's sole discretion, to make any Wire Transfer by notifying the Customer within a reasonable time the Customer places the Wire Transfer Instruction.

6. If the Bank makes any Wire Transfer that does not conform to the Wire Transfer Instructions given to the Bank, the liability of the Bank shall be limited to the lesser: (a) the actual damages to the Customer; or (b) \$500 as liquidated damages if the Bank fails to send the Wire Transfer, or (c) the amount of funds transferred if the Bank sends the Wire Transfer other than as authorized herein.

7. The Customer may require that any transaction must be authorized by two Authorized Persons. Such designation must be made by the Administrator using the system maintenance function for the Service.

### **AUTOMATED CLEARING HOUSE (ACH) TRANSACTIONS**

Customer may initiate credit and debit Entries pursuant to the following terms and the Rules, and Bank is willing to act as an ODFI with respect to such Entries.

1. Definitions. The following definitions are in addition to those provided in the "Terms Applicable to All Services" of the Electronic Business Services Agreement. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. Capitalized terms that are not specifically defined herein shall have the meaning defined in the Rules.

"ACH Account" means an Account designated by the Customer for any ACH transaction.

"ACH Operator" means the Federal Reserve Bank that provides ACH clearing services.

"Entry" or "Entries" has the meaning provided in the Rules and shall also mean the data received from the Customer hereunder from which the Bank prepares Entries.

"Entry Date" means the effective date of an Entry shown on such Entry

"NACHA" means the organization known by that name which manages the development, administration, and governance of the ACH network and which previously was known as the

National Automated Clearing House Association.

“ODFI” means an originating depository financial institution.

“OFAC” means the Office of Foreign Assets Control.

“On-Us Entry” means an Entry received for credit to an account maintained with the Bank.

“Prenotification” means an ACH entry by an Originator to an RDFI that contains the same information as an Entry except for a dollar amount and transaction code that is sent for purposes of permitting the RDFI to verify the accuracy of account data.

“Rules” means rules for ACH transactions issued by the ACH Operator and NACHA.

1. ACH Rules; Compliance with Laws. The Customer acknowledges receipt of a copy or has access to a copy of the Rules. The Customer agrees to comply with and be bound by the Rules. In the event the Customer violates any of the applicable Rules and NACHA imposes a fine on the Bank because of the Customer’s violation, the Bank may charge the fine to the Customer. If there are any inconsistencies between this the Electronic Business Services Agreement and the Rules, the terms of the Electronic Business Services Agreement shall control. It shall be the responsibility of the Customer that the origination of the ACH transactions complies with United States law. This includes, but is not limited to sanctions enforced by OFAC. It shall further be the responsibility of the Customer to obtain information regarding such OFAC enforced sanctions. (OFAC Compliance Hotline 1-800-540-OFAC).

2. Audit Rights. Notwithstanding any disclaimers of Bank to monitor Customer’s transactions hereunder or compliance with the Rules or the terms of this Agreement, hereunder, Bank may at any time audit the Customer’s compliance with this Agreement and with the Rules and Customer will give the Bank access to such records as may be necessary to perform such audit.

3. Processing, Transmittal and Settlement by Bank; Prefunding.

(a) Except as provided herein, the Bank shall (i) process Entries received from the Customer to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Bank the ACH Operator, and (iii) settle for such Entries as provided in the Rules.

(b) The Bank shall transmit such Entries to the ACH Operator by the applicable Entry Date shown in such Entries, provided: (i) the Entry Date is at least one Banking Day after the Cut Off Time for the applicable Entry, and (ii) the ACH Operator is open for business as of the Cut Off Time.

(c) If any of the requirements of this Section are not met, the Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.

(d) Customer may be required to deposit funds into the ACH Account for the total amount of the ACH credit before the Bank is required to process the Entry. If prefunding is required: (i) Customer must assure that there are Collected Funds in the ACH Account at least equal to the credit Entry prior to submitting the Entry; (ii) the funds will be held in the ACH Account when the Entry is submitted to the Bank for processing and the Entry will be charged against such funds; and (iii) if Customer fails to fund the ACH Account prior to submitting the

Entry then the processing of the Entry will be suspended until either the ACH Account is fully funded or the Entry is cancelled.

(e) Bank, in its sole and absolute discretion, may offer same-day ACH transactions to Customer subject to the following:

- (1) Same-day ACH payments must be submitted before 2:45 p.m. CST;
- (2) Same-day credit and debit transactions, singly or in the aggregate, will be limited to the NACHA same-day limit per payee per day

4. On-Us Entries. Except as provided herein, in the case of an On-Us Entry the Bank shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in herein are met. If either of those requirements is not met, Bank shall use reasonable efforts to credit the Receiver's account on the next Banking Day following such Effective Entry Date.

5. Rejection of Entries. The Bank may, but will not be required to, reject any Entry which does not comply with the requirements of this Agreement, or which contains an Effective Entry Date more than ten Days after the Banking Day such Entry is received by the Bank. The Bank shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. The Bank shall have the right to reject any Entry if the Customer has failed to comply with its account balance obligations hereunder. The Bank shall notify the Customer by electronic transmission of such rejection no later than the Banking Day such On-Us Entry would otherwise have been transmitted by the Bank to the ACH Operator, or in the case of an On-Us Entry, its Effective Entry Date. The Bank shall have no liability to the Customer by reason of the rejection of any such Entry or failure to reject any Entry or the fact that such notice is not given at an earlier time than that provided for herein.

6. Cancellation or Amendment by Customer. The Customer shall have no right to the cancellation or amendment of any Entry after its receipt by the Bank. However, the Bank shall use reasonable efforts to act on a request by the Customer for cancellation of an Entry prior to transmitting it to the ACH Operator, or in the case of an On-Us Entry, prior to crediting a Receiver's account.

7. Notice of Returned Entries. The Bank shall notify the Customer by electronic transmission of the receipt of a returned Entry from the ACH Operator no later than one Banking Day after the Banking Day of such receipt.

8. Reinitiation of Entries. The Customer may not reinitiate Entries except as prescribed by the Rules. Customer shall retain and provide Bank on request all information necessary to remake any file of entries for three days after the midnight of the settlement date.

9. Payment by Customer for Entries; Payment by ODFI for Entries.

(a) The Customer shall pay the Bank the amount of each Entry transmitted by the Bank pursuant to this Agreement at such time on the Settlement Date with respect to such Entry as the Bank, at its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date of such Entry as the Bank, at its discretion, may determine.

(b) Bank may immediately charge the ACH Account for the amount of each debit Entry that is returned unpaid by any ACH Receiving Bank according to the ACH Rules.

(c) The Bank shall pay the Customer the amount of each debit Entry (including On-Us Entries) transmitted by the Bank pursuant to this Agreement at such time on the date of transmittal by Bank of such debit Entry as the Bank, at its discretion, may determine.

(d) The Bank shall promptly pay the Customer the amount of each credit Entry returned by a Receiving Depository Bank pursuant to this Agreement.

10. Reimbursement to the Bank. The Bank may, without prior notice or demand, obtain payment of any amount due and payable to the Bank with respect to an ACH transaction by debiting the ACH Account and shall credit the ACH Account for any amount received by the Bank by reason of the return of an Entry transmitted by the Bank for which the Bank has previously received payment from the Customer. Such credit shall be made as of the Day of such receipt by the Bank. The Customer shall at all times maintain a balance of Available Funds in the ACH Account sufficient to cover its payment obligations under this Agreement. If there are not sufficient Available Funds in the ACH Account to cover the Customer's obligations under this Agreement, the Customer agrees that the Bank may debit any other Account maintained by the Customer with the Bank or any affiliate of the Bank or that the Bank may set off against any amount it owes to the Customer, in order to obtain payment of the Customer's obligations. If there are no Accounts of Customer with sufficient Available Funds to cover the Customer's obligations under this Agreement, the Customer agrees that the Bank may draw on any line of credit of the Customer with the Bank in order to obtain payment of the Customer's obligations.

11. Customer Representations and Agreements. The Customer agrees that (a) each person shown as the Receiver on an Entry received by the Bank from the Customer has authorized the initiation of such Entry and the crediting of its account in the amount and on the applicable Entry Date, (b) such authorization is operative at the time of transmittal or crediting by the Bank as provided herein, (c) Entries transmitted to the Bank by the Customer are limited to those types of Entries set forth in this Agreement, (d) the Customer shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (e) the Customer shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the Receiving Depository Bank to the Receiver provisional until receipt by the Receiving Depository Bank of final settlement for such Entry; and specifically acknowledges that if such settlement is not received, the Receiving Depository Bank shall be entitled to a refund from the Receiver of the amount credited and the Customer shall not be deemed to have been paid by the Receiver

12. Limitations of Liability. The liability of the Bank shall be limited to the lesser: (a) the actual damages to the Customer; or (b) \$1,000 as liquidated damages if the Bank fails to comply with any Entry.

13. Inconsistency of Name and Account Number. The Customer agrees that if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the Receiving Depository Bank might be made by the Receiving Depository Bank (or by the Bank in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that the Customer's obligation to pay the amount of the Entry to the Bank is not excused in such circumstances.

14. Notifications of Change. The Bank shall notify Customer of all notifications of change received by the Bank related to Entries transmitted by the Customer by electronic transmission no later than two Banking Days after receipt thereof.

15. Payment for Services. The Customer shall pay the Bank the charges for the ACH services as set out in the Bank's applicable fee schedule. Such charges do not include, and the Customer shall be responsible for payment of, any sales, use, excise, value-added, utility or other similar taxes relating to the ACH services, and any fees or charges applicable to the ACH Account.

16. Data Retention. The Customer shall retain data on file adequate to permit remaking of Entries for 20 Days following the date of their transmittal by the Bank as provided here, and shall provide such data to the Bank upon its request.

17. Third Parties. The Customer shall enter into an agreement and assume full liability for any action made by any third-party processor used by the Customer at its discretion to initiate Entries on its behalf.

18. Reversing Entries. The Customer shall notify the Receiver that a reversing Entry has been transmitted to the Receiver's account no later than the settlement date of the reversing Entry. This notification may be made by the Customer's method of choice (fax, telephone, etc.), specified from time-to-time to the Bank in writing by the Customer.

19. Enrollment Requirements and Special Requirements of Federal Tax Payments. If the Customer has enrolled in the Electronic Federal Tax Payment System (EFTPS), then the Customer will select the ACH credit option. The Customer warrants that all special requirements of the EFTPS system will be met, including the generation of Prenotification Entries before the first tax payment is sent, and that if Customer is generating the tax payment, it will use the CCD format with a TXP Addenda Record as required.

20. Exposure Limits. The total dollar amount of Entries transmitted, frequency of origination and payment application (debits or credits) originated by the Customer to the Bank shall comply with limits established between the Bank and the Customer.

21. Reporting Requirement. Bank will provide reporting information to NACHA for Customer regarding debit Entries whose return rate for unauthorized Entries exceeds 1% as required by the Rules.

22. Entry Procedures. The Customer shall transmit Entries to the Bank in compliance with the formatting and other requirements established by the Bank. The Customer will obtain authorization for PPD Entries in accordance with the Rules and U.S. law. The Customer will retain a record of the authorization for a period of two years from the termination or revocation of the authorization. The Customer may send Prenotifications by the Cut Off Time prior to initiating the first Entry to a particular account. After the Customer has received notice that any such Entry has been rejected by the Receiving Depository Bank, the Customer will not initiate any Entry to such customer. For recurring entries the Customer will provide written notification to the Receiver ten Days in advance if the amount of the Entry varies from the previous one, unless the authorization indicates variable amounts. The Customer will employ a commercially reasonable procedure to verify routing numbers the identity of the Receiver for all Entries. The Bank shall have no liability for failing to make a transmittal if Customer fails to provide accurate information, within the time periods required herein, necessary to make such transmittal.

23. International ACH Transactions (IAT).

(a) The Customer shall transmit IAT outbound debit or credit Entries to the Bank in compliance with the formatting and other requirements established by the Bank.

(b) Authorization. The Customer will obtain authorization for IAT Entries in accordance with the Rules and U.S. law. The Customer will retain a record of the authorization for a period of two years from the termination or revocation of the authorization.

(c) The Customer assumes all risks and liabilities for foreign exchange conversion, including terms and conditions. The company shall accept IAT Entries returned in a different dollar amount than the original Entry.

(d) The Customer warrants the IAT Entry will be in compliance with laws and payment system rules of the receiving country. With respect to each IAT Entry, the originator and the ODFI are in compliance with US Law, including, but not limited to, their obligations under programs administered by OFAC and the US Department of the Treasuries financial crimes enforcement network (FINCEN).

(e) All IAT transactions must include the following: name and physical address of the



originator, name and physical address of the receiver, account number of receiver, identity of the receiver's Bank, reason for payment.

(f) Customer shall indemnify the ODFI from and against any and all resulting claim, demand loss, liability, or expense, including attorney's fees and costs arising out of or related to an 'erroneous entry.

## **REMOTE CHECK CAPTURE**

The following are the terms and conditions on which the Bank will allow the Customer to electronically capture checks and deposits and convert the checks and deposits into electronic images. The following terms relating to such transfers are subject to the "Terms Applicable to All Services" contained in the Electronic Business Services Agreement and the Rules, all of which are incorporated herein.

### Article I -- Definitions

The following definitions are in addition to those provided in the "Terms Applicable to All Services" of the Electronic Business Services Agreement.

"ANS X9" means the standards and specifications for paper-based and imaged-based payments as defined by the American National Standards Institute.

"Check" means a draft, payable on demand and drawn on or payable through or at an office of a Qualified Bank, whether or not negotiable, that is handled for Forward Collection or return, including a Substitute Check and a traveler's check; provided that the term "Check" does not include a Noncash Item or an item payable in a medium other than United States dollars.

"Check 21 Act" means Federal Check Clearing for the 21<sup>st</sup> Century Act.

"Check Capture" means the conversion of a paper check or deposit document to electronic format by the means of a check scanning device and software.

"Check Image" means an electronic or digital image of the front and back of an original check or Substitute Check that is created by a depositor, a bank or other participants in the check collection process.

"Collecting Bank" means any bank handling a check for collection except the Paying Bank.

"Converting Bank" means any bank that has Truncated the original check or Substitute Check to a digital image.

"Entry" means an order or request for the transfer of money.

"Exposure Limit" means the maximum dollar amount of daily deposits of collected and uncollected checks and Substitute Checks that may be made by the Customer. The Exposure Limit will be disclosed

to Customer by the Bank in a separate document and may be changed at Bank's sole discretion upon at least one Banking Day prior notice to the Customer.

"Forward Collection" means the transfer by a bank of a check to a Collecting Bank for settlement or the Paying Bank for payment.

"Image Exchange Network" means a Customer, bank, FRB or other entities that operate networks for the purpose of receiving and forwarding check images and Substitute Checks for collection.

"MICR line" and "magnetic ink character recognition line" mean the numbers, which may include bank routing number, account number, check number, check amount and other information, that are printed near the bottom of a check in magnetic ink in accordance with the American National Standard Specifications ANS X9 and its specifications as may be amended from time to time.

"Noncash Item" has the same meaning as in the Expedited Funds Availability Act.

"Paying Bank" means—

- (a) The Bank by which a check is payable, unless the check is payable at or through another bank and is sent to the other bank for payment or collection; or
- (b) The Bank at or through which a check is payable and to which the check is sent for payment or collection.

"Person" means a natural Person, corporation, unincorporated Customer, partnership, government unit or instrumentality, trust or any other entity or organization.

"Qualified Bank" means any Person that is located in a State and is chartered by a State or by the United States to engage in the business of banking and includes:

- (a) Any depository institution as defined in the Federal Reserve Act);
- (b) Any Federal reserve bank;
- (c) Any Federal home loan bank; or
- (d) To the extent it acts as a payor—
  - (i) The Treasury of the United States;
  - (ii) The United States Postal Service;
  - (iii) A State government; or
  - (iv) A unit of general local government as defined in the Expedited Funds Availability Act.

"Reconverting Bank" means—

- (a) The Bank that creates a Substitute Check; or
- (b) If a Substitute Check is created by a Person other than a bank, the first bank that transfers or presents such Substitute Check.

"Remote Capture Services" means the software, hardware and procedures that allow the Customer to electronically capture checks and deposits using a check scanning device and convert the checks and deposits into electronic images, balance the checks and deposits captured, electronically inspect images for quality and transmit the images to Bank for deposit and Forward Collection.

“Returning Bank”—means a bank (other than the paying or depository bank) handling a returned check or notice in lieu of return.

“Rules” the Check 21 Act, Federal Reserve Board 229, NACHA (formerly National Clearing House Association) Rules, American National Standards X9 specification, the UCC, any network association agreements, all laws and all rules and regulations issued by any regulatory agency relating to the services provided hereunder, and any rules or guidelines issued by the Bank, all as are currently in effect and as amended from time to time.

“State” has the same meaning as in Section 3(a) of the Federal Deposit Insurance Act.

“Substitute Check” means a paper reproduction of the original check that—

- (a) Contains an image of the front and back of the original check;
- (b) Bears a MICR line containing all the information appearing on the MICR line of the original check, except as provided under generally applicable industry standards for Substitute Checks to facilitate the processing of Substitute Checks;
- (c) Conforms, in paper stock, dimension, and otherwise, with generally applicable industry standards for Substitute Checks; and
- (d) Is suitable for automated processing in the same manner as the original check.

“Truncate” means to remove an original paper check from the check collection or return process and send to a recipient, in lieu of such original paper check, a Substitute Check or, by agreement, information relating to the original check (including data taken from the MICR line of the original check or an electronic image of the original check), whether with or without subsequent delivery of the original paper check.

“UCC” means the Uniform Commercial Code in effect in the State of Missouri.

## **Article II – Rules**

2.1 **Rules Governing Transactions.** Except as otherwise provide herein Bank and Customer will transmit and process the electronic Entries initiated by the Customer in accordance with the Rules. The Customer agrees to be bound by and held subject to the Rules as well as the provisions contained in the Agreement. In the event that the operating rules of a local or regional check clearing network, or the arrangements between Bank and the Federal Reserve Bank or a correspondent bank are more restrictive than, or are at variance with, the Rules, the Customer agrees to be bound by such more restrictive or varying rules. All transactions are also subject to the “Terms Applicable to All Services” contained in the Electronic Business Services Agreement, all of which are incorporated herein. Bank has no obligation to research and provide Customer updates of Rule changes except changes of Rules issued by the Bank.

2.2 **Regulatory Exposure Review.** In connection with Remote Capture Services, Customer understands that Bank may require certain financial information relating to Customer, in which case Customer agrees to provide Bank with such information within ten Banking Days after such information is requested by Bank. If Bank, in its sole judgment, determines that there has been an adverse change in Customer’s financial condition, Bank may terminate this Agreement effective immediately with written notice to Customer.

2.3 Adoption of Regulations and Laws. In the event that the operating rules of a local or regional Check clearing network, or the arrangements between Bank and the Federal Reserve Bank or a correspondent Bank are more restrictive than, or are at variance with, the Rules, the Company agrees to be bound by such more restrictive or varying rules. All representations and warranties applicable to the Customer relating to presentation or transfer of checks as set out in the Rules shall apply to any Check or data relating to a check that is transmitted by the Company to the Bank hereunder, and the Company specifically makes all such representations and warranties to the Bank with respect to each Check.

2.4 Rule Changes. Bank has no obligation to research and provide Company updates and Rule changes except changes of Rules.

### Article III -- Bank Rights and Responsibilities

3.1 Obligations of Bank. With respect to “on-us” electronic debit and credit Entries, the relationship between Bank and Customer will be governed by the Rules and so long as Customer has properly and completely fulfilled its obligations and duties under this agreement and the Rules to the extent applicable, Bank agrees to assume all the rights and obligations of a “Converting Bank,” “Reconverting Bank” and “Paying Bank,” as defined by the Check 21 Act and applicable UCC Article 3 and UCC Article 3.

3.2 Treatment as Collecting Bank. No provision of the Check 21 Act shall be construed as affecting the treatment of a Returning Bank as a Collecting Bank for purposes of section 4–202(b) of the UCC.

3.3 Bank Selects Transaction Routing. Bank will receive, verify and transmit the electronic checks from Customer by such means as Bank deems appropriate to convey the Customer Entries into and through the necessary Image Exchange Networks and Customer agrees that Bank, in its sole discretion, will select correspondent banks, Image Exchange Networks and FRB necessary to electronically deliver Customer’s electronic checks and deposits.

3.4 Establish Deadlines. Bank reserves the right to change the deadlines for processing as provide in this Agreement, as required by correspondent banks, Image Exchange Networks and FRB.

3.5 Return Items. Bank will process and return unpaid items in accordance with published bank guidelines and schedules as governed by the FRB Regulation CC - 12 CFR 229 and will, as necessary, convert check images into Substitute Checks for processing. For purposes of determining whether a Check is local or nonlocal, the location of the financial institution where the original Check is drawn shall be deemed to the location where the Check is drawn.

3.6 Collection of Checks. Bank is providing an electronic service for the collection of checks and is not responsible for the available balance of any account for which a check is presented. All credits of funds to an account of Customer shall be provisional upon discovery of transmission errors. he Bank shall not be deemed to have received a Check or Substitute Check hereunder until the Bank has acknowledged receipt to Customer. The Bank may reject any transmission that does not comply with the terms of this Agreement, without liability of any kind to the Customer.

3.7 Detecting Errors. Bank is not responsible for detecting any Customer errors contained in any check or report created and transmitted to Bank by Customer.

3.8 Bank's Liability for Failure to Make a Transfer. The Bank will have no liability if the Bank fails to complete a transfer to or from Customer's account on time or in the correct amount if:

- (a) If a legal order directs Bank to prohibit withdrawals from the account;
- (b) If Customer submits a transfer debit from a restricted account that does not allow online debits;
- (c) If Customer's account is closed, or if it has been frozen;
- (d) If the transfer would cause Customer's balance to exceed the Exposure Limit provided that the Bank may, in its sole discretion, process any transactions that exceed the Exposure Limit;
- (e) If Customer, or anyone authorized by Customer, commits any fraud or violates any law or regulation;
- (f) If any electronic device, telecommunication device, or any part of the remote capture services is not working properly;
- (g) If Customer has not provided Bank with correct Check capture information;
- (h) If Customer has not properly followed the instructions for using remote capture services;
- (i) If the Bank acts in accordance with instructions from the Customer; or
- (j) If circumstances beyond Bank's control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer.

#### Article IV -- Customer Responsibilities

4.1 Customer's Responsibility and Warranty. Customer agrees and warrants (regardless of whether the warrantee receives the Substitute Check or another paper or electronic form of the Substitute Check or original check) that no depository bank, drawee, drawer, or endorser will receive presentment or return of the Substitute Check, the original check, or a copy or other paper or electronic version of the Substitute Check or original check such that Bank, drawee, drawer, or endorser will be asked to make a payment based on a check that Bank, drawee, drawer, or endorser has already paid. The Customer will not represent any Check, either physically or electronically, that has been presented to Bank pursuant to the Remote Capture Services except for representment as a result of dishonor of the Check.

4.2 Check 21 Act Warranty Policy and Procedures. Customer agrees that it will maintain policies, procedures and audit practices to ensure that the check images captured and transmitted to and through Bank into its correspondent banks, participating Image Exchange Networks and the FRB meet all of the requirements as defined by the Rules and will maintain operating procedures to ensure that the original checks and Substitute Checks transmitted are stored and destroyed to prevent the re-presentment of any Check that has already been presented to Bank pursuant to the Remote Capture Services. Bank has the right to inspect the Customer's remote deposit procedures and records at any time.

4.3 Employee Training. Customer agrees that technical and operational training of its employees with respect to Remote Capture Services and equipment is critical to the effectiveness of the system and agrees to provide adequate training for primary and backup employees. Customer will provide such training as is necessary for Customer to comply with its obligations relating to Remote Capture Services.

4.4 Correctness of Data. The Customer will be responsible for the correctness, both as to content and form, of all information submitted to Bank. If any information is not readable, out of balance or

unprocessable, or otherwise inaccurate, incomplete or inadequate, it is the sole responsibility of the Customer to correct and resubmit the information to Bank.

4.5 Maintain Image Standards. Customer agrees that images that do not meet ANS X9 Standards are not allowed transmission into the check network and Bank, its correspondent banks, participating Image Exchange Networks and the FRB may reject and return to Customer any and all items that fail to meet established industry standards without any liability for such rejection and/or return.

4.6 Reconciliation Report. Customer agrees that it will maintain a daily control record of all items including transaction counts and dollar amounts.

4.7 Daily Item Balancing. Customer agrees that it will balance posted transactions transmitted from the previous Banking Day and immediately notify Bank of any error discovered.

4.8 Maintain Account. For a period of time ending 60 calendar days after the date of termination of the Remote Capture Services, the Customer will maintain an Account at Bank for the purpose of providing Available Funds for amounts payable by the Customer hereunder and for deposit of received funds in connection with the use of Remote Capture Services. The Customer will maintain sufficient Available Funds in the Account to support any transaction initiated hereunder and to cover any fees the Customer is obligated to pay to Bank under this Agreement. Without limiting the foregoing, Bank may require the Customer to maintain a minimum amount of Available Funds in the Account. If at any time there are not sufficient Available Funds in any Account as required herein, the Customer will immediately pay to Bank, on demand, the amount of any deficiency. Bank may, without prior notice, charge any other account of the Customer at Bank for any amounts payable to Bank under this Agreement. Customer authorizes Bank to debit the Account on the day the returned or rejected electronic debit Entry is received by Bank or thereafter.

4.9 Contingency Plan. Customer agrees that in the event that communications, equipment or software outages prevent Customer from transmitting electronic transactions that Customer will transport checks and deposits to closest office of Bank and make deposits until such time that the outage can be identified and resolved.

4.10 Inks. Customer agrees that it is solely responsible for the ink quality and usability of all Checks it processes in conjunction with the Remote Capture Services System.

4.11 Record Retention and Destruction. Company agrees to maintain original, paper Checks for a period of 35 calendar days in a fire-proof container located in an area that restricts the possibility that these paper Checks can accidentally be reprocessed and deposited at a future date. At the end of 35 days Company will destroy all Checks by shredding, burning or some other manner that assures that the Checks cannot be submitted for payment and data on the Checks cannot be retrieved or duplicated. Company agrees to maintain acceptable quality, permanent and electronically accessible records of all transactions in accordance with published state and federal requirements and include Check and deposit images, front and back, posting date, amount, serial number and routing and transit numbers, which records shall be made available to Bank or to those regulatory agencies having jurisdiction over Bank or Company upon request. Customer will also implement appropriate document management procedures to insure the safety and integrity of deposited items from the time of receipt until the time of destruction or other voiding.

Company will furnish Bank or those regulatory agencies having jurisdiction over Bank with a copy of any Check.

4.12 Possession of Check. Customer will not initiate an electronic check Entry with respect to any Customer without first being in possession of a proper check or Substitute Check, which is made payable to Customer.

4.13 Certified Equipment List. Customer agrees to purchase and use equipment and software that is compatible with Bank's systems and equipment and that is provided or approved by Bank. Bank shall have the right to require the Customer to acquire such equipment from Bank or a supplier designated by Bank. Bank shall have no liability or responsibility for any damages, losses, claims or causes of action experienced by Customer as a result of any software or equipment used in conjunction with the Remote Capture Services and transactions contemplated by this Agreement, and Customer's sole recourse with respect to any such damages, losses, claims or causes of action shall be against the provider of such software and equipment.

4.14 Confidentiality. Customer agrees to keep confidential all software, systems, User Guides, procedures and instructions published or made available to Customer by Bank ("Confidential Information"). Customer agrees to disclose the Confidential Information to Customer's employees and agents only on a need-to-know basis, and Customer agrees not to disclose the Confidential Information to anyone else without prior written consent from Bank, except as required by law or as permitted by this Agreement. Upon termination of this Agreement, Customer must return all Confidential Information to Bank, together with any reproductions or extracts of the Confidential Information. Prior to execution of this Agreement, Customer shall (i) adopt and maintain safeguarding and security policies and procedures that comply with applicable laws, regulations and regulatory pronouncements, including without limitation the Gramm-Leach-Bliley Act and its implementing regulations; (ii) adopt and maintain appropriate disaster recovery and business resumption policies and procedures that comply with applicable laws, regulations and regulatory pronouncements; and (iii) provide Bank with the current copies of all such policies and procedures as requested. Customer acknowledges that Bank has no duty to audit, review or approve any security procedures of the Customer and that the Customer is solely responsible for all damages resulting from the unauthorized or improper transaction. Customer shall provide Bank with immediate written notice of any breach of its computer or IT systems or of any unauthorized use or disclosure of, or access to, any confidential information of Bank of which Customer becomes aware. Such written notice shall include a reasonably detailed summary of the nature of the unauthorized use, disclosure or access, as well as its affect or anticipated effect on Bank, and any corrective actions taken or to be taken by Customer. Customer expressly agrees to take appropriate actions promptly upon becoming aware of any such breach or unauthorized use, disclosure or access.

4.15. Validity of Signatures. Customer represents that the Check was duly signed or endorsed by the named drawer of the Check and by all payees of the Check.

## **MOBILE BANKING**

### **TEXT BANKING**

You may 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.

#### **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, Virgin Mobile.

For information about our privacy and security practices and a link to our U.S. Consumer Privacy Notice, go to our Web site at [http://www.centralbancompany.com/uploadedFiles/Central\\_Bancompany/Content/CBC\\_Privacy\\_Statement.pdf](http://www.centralbancompany.com/uploadedFiles/Central_Bancompany/Content/CBC_Privacy_Statement.pdf)

By activating Text Banking, 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.

### **QUICK BALANCE**

Mobile application users may be able to use the Mobile Quick Balance feature to view deposit account balances and limited transaction history. If you or any user chooses to enable the Quick Balance feature through our smartphone application you consent to account information being displayed from the smartphone application without multifactor authentication and password. Anybody with access to your device will be able to access account information in this format. It is your responsibility to secure your device to protect your account information displayed in the



Quick Balance format. We advise that you do not enable this feature on devices that you share with other people.

**FINGERPRINT/TOUCH ID, FACE ID**

Multiple fingerprints may be stored on a mobile device to grant access to the device and its applications. This feature should not be turned on for any user who allows fingerprints for multiple persons to be stored on their device.

By turning this feature on for this year, all fingerprints stored on the user's device will be allowed to access all business account(s) this user can access. Therefore, in enabling this feature, you authorize and will be responsible for all transactions conducted by all persons with fingerprint access stored on this user's device, regardless of whether you intended or wanted such transaction to occur. You agree to hold harmless Central Bancompany and its affiliates in the event such transactions occur.

**FACE ID**

If the user has twins or siblings that look like them and you are concerned about their access from our Mobile Application, we recommend you do not enable biometric login.

Please note: We reserve the right to suspend or disable Biometric Login at any time.