



AGREEMENT AND DISCLOSURE STATEMENT FOR ELECTRONIC BANKING SERVICES

(Revised as of June 7, 2016)

I. This is a binding agreement; you are responsible for reading, understanding, and adhering to the terms of this agreement:

This Agreement and Disclosure Statement for Electronic Banking Services (the “Agreement”) sets forth the terms and conditions for use of our online and electronic banking services, as described herein. You should read this Agreement carefully and keep an electronic or hard copy of it with your records. By using any electronic sounds, symbols, or processes we provide in order to establish your acceptance of this Agreement and/or other terms and conditions related to the Agreement, you acknowledge and agree that you are using an electronic signature to signify your intent to be bound, and you agree to do business with us and exchange information electronically, as provided in this Agreement and as we may direct. Each time you use any Service described in this Agreement, or allow any other person to use any Service in relation to any of your accounts or financial products or services, you are confirming your acceptance of the terms of this Agreement (including, but not limited to, the terms of that particular Service) that are in effect at that time.

Errors or Questions. In case of errors or questions about the Services or in the event you need to contact us generally in connection with this Agreement, you should:

Call:

1.320.257.1959

Fax to:

1.320.259.1952

Write to:

ATTENTION: ELECTRONIC SERVICES

BANKVISTA

PO BOX 338, SARTELL MN 56377-0338

Different contact instructions may be provided elsewhere in this Agreement with respect to particular situations or circumstances. If different contact instructions apply with respect to particular situations or circumstances, you agree to comply with those instructions.

II. Terms and Definitions

The following terms and definitions apply when used in this Agreement:

- “Access Credentials” means any personal or secret code or personal identification number (PIN), user identification technology, token, certificate, access device, security questions, procedures, processes, or credentials selected by you or issued to you by us, as the case may be, that will be used by you to obtain access to the Services, to authenticate you, and/or to authorize Service transactions and activity. The term includes, as the context may require, any additional access numbers, words, or codes required by the applications or equipment that you use in connection with the Services or that are otherwise established by you.
- “Authorized Users” means, with respect to non-consumer and business users of the Services, authorized signers on your Service Accounts or other trusted employees, agents, and/or persons whom you want to act as your representatives to access your Service Accounts and to use the Services on your behalf.
- “Business Day” means, with respect to us, Monday, Tuesday, Wednesday, Thursday or Friday, except when those days are holidays or days on which we may be closed due to emergency conditions.
- “Device” means a compatible and supported personal computer or other electronic computing or access device (including a Wireless Device, as the context may require) that meets the requirements for use of the Services. Certain Devices may not be compatible for use in connection with all Services described in this Agreement.
- “Mobile Remote Deposit Capture Service” means the Wireless Device check scanning and check image transmission service described in and provided under the terms of this Agreement.
- “Online Banking Service” means the basic online banking services and features described in and provided under the terms of this Agreement.
- “Online Statements Service” means the electronic account statements service described in and provided under the terms of this Agreement.
- “Service” means any product or service we provide to you under or pursuant to the terms of this Agreement, as the context may require.
- “Service Account” means any account or other financial product or service that you maintain with us and in connection with which you use or may use any function or feature of any Service. A Service Account may include, for example and without limitation, a deposit account, a loan account, or other line of credit account. We reserve the right to determine the eligibility and/or ineligibility of any account or financial product or service as a Service Account, and the eligibility and/or ineligibility of any Service Account for

any Service functionality or transaction, at any time and from time to time, in our sole and absolute discretion and without notice to you, subject to the requirements of applicable law. You may call us at the telephone number provided in the “Errors or Questions” section of this Agreement for current information about the eligibility of certain accounts, products and services as Service Accounts and the eligibility of certain Service Accounts for certain Services.

- “Service Email Address” means any email address you provide to us for notification purposes, as updated from time to time by you, in connection with your enrollment in and activation of the Online Banking Service. It is solely your responsibility to ensure that each Service Email Address is current and accurate at all times.
- “We”, “us”, and “our” mean and refer to, as the context may require, BankVista with which you have established one or more Service Accounts, and any agent, independent contractor, vendor, service provider, designee, or assignees that we may, in our sole discretion, involve in the provision of the Services. With regard to any arbitration and/or waiver of jury trial provisions set forth in this Agreement, such terms additionally include any parent, subsidiary, or affiliate of BankVista, and any employees, officers, directors, agents and/or representatives of BankVista or BankVista’s parents, subsidiaries, or affiliates.
- “Wireless Device” means a compatible and supported mobile phone and/or other compatible and supported wireless devices that may be used in connection with any mobile Services described in this Agreement.
- “You”, “your”, and “yours” mean and refer to (i) each and every person who now or hereafter is an account holder or owner with respect to, or has any interest in, any Service Account, and (ii) each and every person who now or hereafter subscribes to or uses any Service (including, without limitation and as the context may require, any person permitted by you to use any Service).

Other terms may be defined elsewhere within this Agreement.

III. Electronic Fund Transfer Disclosure to Consumers

THE DISCLOSURES AND TERMS IN THIS PART ARE APPLICABLE ONLY TO THE EXTENT THAT USE OF THE SERVICES DESCRIBED IN THIS AGREEMENT AND/OR THE SERVICE ACCOUNTS RELATED TO THE USE OF THE SERVICES ARE PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD USE. SUCH DISCLOSURES AND TERMS DO NOT APPLY TO THE EXTENT THAT USE OF THE SERVICES IS FOR NON-CONSUMER PURPOSES.

Certain types of transactions that are handled completely or partially by electronics are subject to the Electronic Fund Transfer Act (“EFT Act”). These include certain transactions that can be made using the Services described in this Agreement. Your rights, protection, and liabilities as a consumer are outlined in the following disclosure in accordance with the EFT Act. Our obligations and liabilities are also summarized for you. Please read and become familiar with all parts of this disclosure. The term “Account” as used in this disclosure may mean a demand deposit (checking), savings, or other consumer asset account (other than an occasional or

incidental credit balance in a credit plan) that you maintain with us and that is established primarily for personal, family, or household purposes (or such other meaning as may be ascribed to the term “account” from time to time in Regulation E of the Consumer Financial Protection Bureau). Be sure to retain the telephone numbers and addresses found in the “Errors or Questions” section of the Agreement that you may need in order to limit your liability and to resolve problems that you may have concerning electronic transfers. This disclosure supplements other electronic fund transfer disclosures that you may receive in connection with other electronic fund transfer services affecting your Accounts.

3.01 Types of Available Transfers and Limits on Transfers.

(a) The funds transfer and payment Services generally enable you to use your Device to transfer funds to and from your Account, to pay bills directly from your Account in the amounts and on the days you request, and to make other payments and remittances of funds from your Account. These transactions are described in detail in the following sections of this Agreement.

(b) Limitations apply to transfers and transactions that may be made through the Services, including limits or restrictions on the number and dollar amount or types of transfers or transactions that we may from time to time impose for security reasons. Limitations are described in more detail in the following sections of this Agreement. Also, your ability to initiate transactions may be limited by the terms of other agreements you have with us or as described in other disclosures we have made to you, or by applicable law.

3.02 Right to Receive Documentation of Transfers. All fund transfers completed through the Service will appear on your periodic statement for your applicable Account. You will receive a periodic statement each month for each Account from which or into which a fund transfer through the Service has been completed during the month. For all other Accounts, you will receive a periodic statement at least quarterly, or as required by applicable law or the terms of the respective agreements governing such Accounts. The periodic statement will include a description of the transactions completed through the Service.

3.03 Disclosures of Charges for Transfers or Right to Make Transfers. Certain fees and charges associated with the use of the Services are disclosed in the disclosures and fee schedules that have been provided to you in connection with your Account. Fees for transfers made using certain Services will be disclosed at the time you request the transfer. Fees are subject to change. Please contact us as provided in the “Errors or Questions” section of this Agreement or visit one of our banking offices for current information about applicable fees. Any charges associated with the use of the Services are in addition to service charges and fees otherwise applicable to your Account and/or other services related to your Account.

3.04 Your Liability for Unauthorized Transfers; Advisability of Prompt Reporting. An unauthorized transfer means a transfer from your Account that is initiated by another person without your authority to initiate the transfer and from which you receive no benefit. The term does not include any transfer that is initiated by a person who was furnished with your Access

Credentials by you, unless you have notified us that transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification.

(a) Tell us AT ONCE by contacting us as provided in the "Errors or Questions" section of this Agreement if you believe your Access Credentials have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all your money in your Account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your Access Credentials without your permission.

(b) If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Access Credentials, and we can prove we could have stopped someone from using your Access Credentials without your permission if you had told us, you could lose as much as \$500.00.

(c) Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was provided to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If we determine that extenuating circumstances kept you from telling us, we may extend the time periods.

3.05 Our Liability for Failure to Make Transfers. If we do not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement, we will be liable for your losses or damages.

3.06 Limitations on our Liability. We will not be liable (and any guarantee within this Agreement as to the timely delivery of transfers will not be applicable) if any of the following occurs:

- Through no fault of ours, you do not have sufficient collected funds in the Account to complete the transaction;
- The transaction would exceed the credit limit on any overdraft line of credit linked to the Account;
- Your telephone, Device, Internet service provider, telephone line, modem, or other equipment is not operating properly;
- The Service is not working properly and you were aware of the malfunction when you initiated the transaction;
- You do not properly follow instructional materials provided in connection with the Service;
- You do not authorize a transfer within a sufficient period of time for your transfer to be completed by any applicable deadline;
- You have not provided us with correct, complete or accurate information necessary to complete the transfer;

- Any third party involved in the transfer mishandles or delays the handling of the transfer;
- Your funds are held or frozen, or a court order or other legal process prevents us from making a transfer;
- Your Access Credentials have been reported lost or stolen;
- We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;
- You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Service or the Account;
- Any telecommunications or other utility service you use in connection with the Service has been disconnected or there are deficiencies in the quality of such service;
- Circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;
- Making a transfer would cause us to violate any law, rule, or regulation to which we are subject;
- Your Account is presumed abandoned under applicable law, or we consider your Account to be dormant or inactive under our policies and procedures; or
- Any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special, or consequential damages).

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

3.07 Disclosure of Account Information to Third Parties. We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- If you give us your written permission; or
- Otherwise in accordance with our privacy notice (which you may obtain at www.bankvista.com or at any of our banking offices) or as described in this Agreement.

3.08 What Constitutes a Business Day. Our business days are defined in the “Terms and Definitions” section of the Agreement.

3.09 Stopping Preauthorized Payments. The Service may allow you to stop or cancel payments and transfers that you have scheduled or initiated, and you should follow applicable Service instructional materials if you wish to stop or cancel a transaction. Otherwise, if you use any Service to make recurring or other preauthorized electronic fund transfers from your Account, you can stop any of these payments as follows:

Call us or write us at the telephone number or address identified in the “Errors or Questions” section of this Agreement in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If we require you to put your request in writing and you fail to provide this written confirmation to us within fourteen (14) days after your call, we may not honor your stop payment request for any recurring or other preauthorized electronic fund transfer that is to be made after that fourteen (14) day period. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. Stop payment requests are subject to applicable fees and charges as provided in the agreement and disclosures governing your Account.

3.10 In Case of Errors or Questions about Your Electronic Transfers. Telephone us or write us at the telephone number or address identified in the “Errors or Questions” section of this Agreement as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the statement.

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You must:

- Tell us your name and the Account number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Account. For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) business days to credit your Account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at the customer service number provided in the “Errors or Questions” section of this Agreement.

IV. Online Banking Service

4.01 Terms and Definitions. The following terms and definitions apply with respect to the Online Banking Service:

- “Deposit Only Account” means a deposit account maintained with us by a third party which may be designated to receive Funds Transfers from your Service Account, as we may allow in our discretion.
- “Funds Transfer” means a transfer of funds to or from your Service Account. The term also includes a transfer of funds from your Service Account to a Deposit Only Account, as the case may be.

4.02 General Description of Service. Subject to the terms and conditions of this Agreement, the Online Banking Service enables you to use your Device to:

- View Service Account balance information.
- View Service Account activity and transaction history.
- Transfer funds between Service Accounts (including advances from eligible loan accounts) and to Deposit Only Accounts (as we may allow).
- Perform certain Service Account and Service maintenance (including, for example, ordering checks and changing Access Credentials).

4.03 Service Account Inquiries. You may use the Online Banking Service to determine the balance and recent activity in Service Accounts. Any balance or recent activity provided through the Service will include a date as of when the balance is current. The balance or recent activity provided through the Service may include deposits still subject to verification by us. Also, the balance or recent activity provided may differ from your records because it may not include deposits in process, outstanding checks, or other withdrawals, payments, charges, or transactions.

4.04 Transfers Among Service Accounts. You may use the Online Banking Service to make one-time or recurring Funds Transfers to and from Service Accounts. You agree to follow the applicable Service instructional material we provide in order to schedule and initiate fund transfers. Because of the time required to process transactions, a Funds Transfer that you initiate may or may not be reflected in the balances of your affected Service Accounts in the Service before the transfer is actually processed and posted in our official records for the Service Accounts. Subject to the requirements of applicable law, you agree that we shall have a reasonable opportunity and time to complete the posting of Funds Transfers. A Funds Transfer must be entered before any business day cutoff time that may be displayed in the Service application in order for the transfer to be processed and posted on the same business day. A Funds Transfer that is initiated after the business day cutoff time or that is scheduled for a future date that is not a business day (including recurring Funds Transfers that are scheduled for future dates) will be processed and posted no later than the next business day. It is your responsibility to schedule each Funds Transfer far enough in advance to ensure that we have sufficient time to receive and process your transfer request by the time you require the movement of the funds and

the posting of the transaction. Please refer to applicable Service instructional material for additional information on Funds Transfer options. Future Dated Transfers may be cancelled or changed through the Service at any time prior to the Transmit Date. If you use the Service to transfer funds to a loan account you have with us, the funds will be applied to the loan according to the loan terms and conditions.

4.05 Deposit Only Account. We may, in our discretion, enable the Online Banking Service to allow you to make Funds Transfers from your Service Account to a Deposit Only Account. We reserve the right to determine the eligibility and/or ineligibility of any account as a Deposit Only Account at any time and from time to time, in our sole and absolute discretion and without notice to you. You may not view, access, or otherwise perform any inquiries or transactions with respect to any Deposit Only Account, other than Funds Transfers from your Service Account to the Deposit Only Account. Funds Transfers to Deposit Only Accounts are generally processed and handled like Funds Transfers among your Service Accounts.

4.06 Cancelling and Changing Funds Transfers. You may cancel or change any Funds Transfer you have initiated or scheduled by following the instructions within the Online Banking Service. You may not cancel or change a Funds Transfer after the Service has begun processing the transaction and/or after applicable cutoff times as displayed in the Service.

V. Online Statements Service

5.01 Terms and Definitions. The following terms and definitions apply with respect to the Online Statements Service:

- “Online Statement” means any electronic periodic statement or transaction history we provide for an Online Statement Account in connection with the Online Statements Service.
- “Online Statements Account” means any Service Account which is enrolled in or otherwise eligible for the Online Statements Service. We may at any time, in our discretion, qualify or disqualify any Service Account for eligibility as an Online Statements Account.
- “Other Statement Material” means electronic versions of the disclosures, notices, and information that we ordinarily transmit with account statements, including, but not limited to, our annual privacy notice.

5.02 General Description of Service. Subject to the terms and conditions of this Agreement, the Online Statements Service provides you with an electronic version of your eligible Service Account statements or transaction histories that you may view, save to your Device and/or print at your convenience. The Service also may include the electronic delivery to you of Other Statement Material. You acknowledge and confirm that your acceptance of the Consent for Electronic Communications and Disclosures in connection with your enrollment in the Online

Banking Service applies to Online Statements and Other Statement Material that you may receive through the Service.

5.03 Activation. You may activate the Online Statements Service by logging in to the Online Banking Service and following the activation instructions. Subject to the terms of this Agreement, when you initially enroll in the Online Banking Service we may automatically activate the Online Statements Service for all of your eligible Online Statements Accounts. We also reserve the right, but we do not have an obligation, at any time to automatically activate the Online Statements Service for eligible Online Statements Accounts that you may open following your initial enrollment in the Online Banking Service. In any event, you may at any time activate the Online Statements Service for any such Online Statements Account if we have not activated it. Upon activation of the Online Statements Service for an Online Statements Account, any mailed, paper statements (including any cancelled checks or check images, as applicable) that you were receiving for that account will be discontinued, and all subsequent periodic statements for the account will be furnished electronically. If we have been mailing paper statements to you, we may continue to do so (as well as provide electronic versions of the statements) for approximately one (1) month following activation of the Online Statements Service. In our discretion, we also may electronically furnish you with Other Statement Material that relates to your Online Statements Accounts, as provided in this Agreement.

If you cancel the Online Statements Service for any Online Statements Account and should later wish to re-activate the Online Statements Service for that account, you must follow the instructions we provide for re-activation. You acknowledge and agree that the re-activated Online Statements Service will be provided subject to the terms and conditions then in effect.

5.04 Accessing Online Statements and Other Statement Material. We will post the periodic Online Statements for your Online Statements Account(s), and any applicable Other Statement Material, in the Online Banking Service. In order to access the Online Statements, you must login to the Online Banking Service and click on the “Online Statements” link. Please note that Online Statements are not accessible through the Mobile Banking Service. We reserve the right to set and change the period of time for which Online Statements are accessible in the Online Banking Service from time to time in our discretion, and different Online Statements Accounts may have different accessibility periods for their Online Statements. In any event, any Online Statement may be accessed through the Online Banking Service for twelve (12) months following its initial posting. Other Statement Material may not be accessible for as long as Online Statements. Please call us at the telephone number provided in the “Errors or Questions” section of this Agreement for current information about periods of accessibility. You acknowledge and agree that it is your responsibility to download and save in electronic form, or print and retain, your Online Statements and any applicable Other Statement Material for your records before they become unavailable. If you need a paper copy of an Online Statement or Other Statement Material that is no longer available through the Service, you should contact the branch where you opened your account (applicable copy and research fees may apply and availability is subject to our record retention policies and procedures). We reserve the right to, and you agree that we may, provide you with Online Statements and Other Statement Material via e-mail transmitted to your Service Email Address instead of posting

them within the Online Banking Service, at any time and in our discretion. You agree to notify us as soon as possible in the event that you experience any technical difficulties in accessing any Online Statements or Other Statement Material. You may notify us by calling us at the telephone number provided in the “Errors or Questions” section of this Agreement.

5.05 Notification. Except as otherwise required by applicable law, you acknowledge and agree that it is your responsibility to access the periodic Online Statements and Other Statement Material as they are posted within the Online Banking Service without any notification to do so from us. However, we may in our discretion send a notification to your Service Email Address or otherwise furnish you with notification (including notification within the Online Banking Service) when Online Statements and/or Other Statement Material is available. You agree to regularly and periodically log in to the Online Banking Service in order to read and review current Online Statements and any Other Statement Material that may be posted.

5.06 Review of Online Statements. The agreements and disclosures governing your Online Statements Accounts with us describe your obligations and responsibilities with respect to timely examining your periodic account statements or transaction histories and reporting errors and discrepancies to us. These obligations and responsibilities are applicable to your examination and review of the Online Statements.

5.07 Further Action. The Online Statements Service system generally is designed to automatically activate Online Statements for all of your existing Online Statements Accounts upon your enrollment in the Online Banking Service. However, technical limitations and specific circumstances may in some cases prevent Online Statements activation for some or all of your Online Statements Accounts. We reserve the right, but we do not have an obligation, at any time to automatically activate the Online Statements Service for these Online Statements Accounts if and when we are able to overcome or correct such technical limitations and circumstances. However, in our discretion, we may require you to confirm your assent to the electronic delivery of Online Statements and Other Statement Material from time to time, and we reserve the right to withhold the delivery of these electronic records for any Online Statements Account until you have confirmed or reconfirmed your assent to electronic delivery.

5.08 Service Condition. We reserve the right to require your use of the Online Statements Service as a condition for your continued enrollment in and use of the Online Banking Service and other related Services. If we exercise this right, any termination of the Online Statements Service may result in termination of the Online Banking Service and related Services.

Also, Online Statements may be an eligibility requirement for certain financial products and services you have obtained from us or for certain features and benefits related to those products and services. Cancellation of Online Statements may therefore result in the modification of terms and features of such products and services or in the conversion of such products and services to different products and services.

5.09 Cancellation of Online Statements. You may cancel Online Statements with respect to one or more of your Online Statements Accounts by following the applicable instructions in the

Online Banking Service application. If Online Statements are cancelled for any Online Statements Account, we will begin furnishing you with paper statements for such account, together with paper copies of material that accompanies such statements, if and as provided by and according to the terms and conditions governing the account, beginning with the periodic statement next following the cancellation of the Online Statements Service. However, you agree that we shall in any event have a reasonable opportunity to act upon your cancellation of the Service. Cancellation of your enrollment in the Online Banking Service will automatically result in the cancellation of Online Statements with respect to all Online Statements Accounts. Certain changes to your Online Statements Accounts (e.g., removing your name from the account) also may have the effect of cancelling Online Statements for such accounts.

VI. Mobile Banking Service – Terms and Conditions

6.01 General Description of Service: BankVista offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to setup alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

6.02 Questions: You can contact us at 320-257-1959, or send a text message with the word "HELP" to this number: 99588. We can answer any questions you have about the program.

6.03 To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 99588. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

6.04 Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

- Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S.Cellular®, Verizon Wireless and MetroPCS.
- Mobile Banking and any software you may obtain from Mobile Banking (“Software”) may not be available at any time for any reason outside of the reasonable control of BankVista or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, BankVista and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses,

passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). BankVista and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. BankVista and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by BankVista (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of BankVista or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose BankVista, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

VII. Mobile Remote Deposit Capture Service

7.01 Terms and Definitions. The following terms and definitions apply with respect to the Mobile Remote Deposit Capture Service:

- “Check Retention Period” means a period of ninety (90) days after you transmit any check image to us and receive confirmation from us that we have received the image.
- “Mobile RDC Account” means a Service Account that is a deposit account and that is eligible for use in connection with the Mobile Remote Deposit Capture Service.
- “Prohibited Check” means a check or other item that you are not permitted to scan and transmit using the Mobile Remote Deposit Capture Service, as further defined in the Service terms below.
- “Reg CC” means Regulation CC of the Board of Governors of the Federal Reserve System, as amended.

7.02 Description of Service. Subject to the terms and conditions of this Agreement, the Mobile Remote Deposit Capture Service allows you to make deposits to a Mobile RDC Account by using your Wireless Device and the functions within our Mobile Banking Service application to scan checks and to transmit the images of the checks and associated data to us.

In order to use the Service, your Wireless Device must have a functioning and supported camera, you must be enrolled in the BankVista’s Online Banking service, and our Mobile Banking Service application must be installed on your Wireless Device. You acknowledge and agree that no transaction made through or using the Mobile Remote Deposit Capture Service is an “electronic fund transfer” as defined by the federal Electronic Fund Transfer Act and/or Regulation E of the Consumer Financial Protection Bureau.

7.03 Checks. You agree that you will use the Mobile Remote Deposit Capture Service only to scan and transmit images of “checks”, as that term is defined in Reg CC, for a deposit to your Mobile RDC Account. You agree that the image of any check that is transmitted via the Service shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You agree that you will not use the Service to scan or transmit any of the following Prohibited Checks: (i) any check that is payable to any person or entity other than you, (ii) any check that is drawn or otherwise issued by you on any account you own or have an

interest in, or on which you are an authorized signer, (iii) any check that is prohibited by our then current procedures pertaining to the Service or that is in violation of any law, rule or regulation, (iv) any check that bears any alteration or that you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn, (v) any check that is either a “substitute check” (as defined in Reg CC or other applicable federal law or regulation) or an “image replacement document” that purports to be a substitute check, (vi) any check that is drawn on a financial institution that is located outside of the United States, (vii) any check that is a “remotely created check” as that term is defined in Reg CC, (viii) any check that is not payable in United States currency, (ix) any check that is dated more than six (6) months prior to the date of scanning and transmission, (x) any check that is payable jointly, unless the check is being deposited to a Mobile RDC Account in the name of all payees on the check, (xi) any check that is payable on sight or is a payable through draft, as defined in Reg CC, (xii) any check that has any endorsement on the back other than the endorsement specified in this Agreement, (xiii) any check that previously has been submitted through the Service or through any remote deposit capture service offered by any other financial institution, (xiv) any check that is drawn or otherwise issued by the United States Treasury Department, (xv) when the Service is being used to make a deposit to a Mobile RDC Account, any check that is not acceptable to us for deposit into a deposit account as provided in the deposit agreement that governs your Mobile RDC Account, or (xvi) any check that is a money order, cashier’s check, or traveler’s check.

7.04 Endorsements. When you use the Mobile Remote Deposit Capture Service to transmit a check image to us, you agree to supply the following information on the back of each check in the space provided for endorsements: (i) the following restrictive verbiage: “FOR MOBILE DEPOSIT ONLY”, (ii) if you are using the Service to make a deposit to your Mobile RDC Account, your Mobile RDC Account number, and (iii) your legally-binding signature to endorse the check. You agree that you will apply no restrictive, qualified, or conditional endorsement to any check in connection with your use of the Service except as we may direct, and you further agree that we may handle and process any check image you transmit to us through the Service in accordance with the terms of this Agreement notwithstanding any restrictive, qualified, or conditional endorsement you may apply to the check without our approval or direction. You agree to furnish such other information on checks as we may require from time to time.

7.05 Image Quality. Images of checks transmitted to us through the Mobile Remote Deposit Capture Service must meet, in our sole and absolute judgment, the standards and requirements of legibility that we establish from time to time. The images also must comply with the applicable standards and requirements of the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, and/or any other regulatory agency, clearinghouse or association. Checks should be placed on a dark background, ensuring the image is in focus and the four corners of the check are visible inside the red box.

7.06 Transmission and Receipt of Images. You agree to follow any and all procedures, instructions, and guides for use of the Mobile Remote Deposit Capture Service, and to enable or disable such Wireless Device settings (including, but not limited to, GPS or geolocation settings and camera settings), as we may require or provide from time to time. You acknowledge and agree that we may, in our discretion, use the GPS or geolocation functions

on your Wireless Device to obtain your geolocation for fraud prevention and security purposes. We may require you to use Access Credentials to access the Service. You agree at all times to properly use such Access Credentials, to safeguard the confidentiality of such Access Credentials, and to notify us immediately if you have any reason to believe the security or confidentiality of such Access Credentials has been compromised or breached. We have no obligation to accept any check or image you transmit through the Service, and we may reject any check or image that you transmit in our sole and absolute discretion without liability to you. You agree that we are not responsible or liable to you for images that are dropped during transmission that we do not receive, or that are intercepted or altered by, or misdirected to, any unauthorized third party. You assume the risk that any check image or information from a check image may be intercepted or misdirected during transmission. An image shall be deemed received by us when you receive an electronic confirmation from us that we have received the image. Such confirmation confirms only the receipt of the image and does not confirm that the transmission was complete or error free, or that the amount of the check will be finally collected from the drawee institutions and/or credited to your Mobile RDC Account. If, after we confirm the receipt of a check image, we determine that the check is a Prohibited Check, you agree that we may charge the amount of the check back to your Mobile RDC Account as applicable. You agree that we will not be liable to you for any loss, costs, or fees as a result of the exercise of our chargeback rights.

7.07 Contingency Plan. Because the Mobile Remote Deposit Capture Service could be unavailable from time to time for various reasons, you should not rely on the Service as the sole means of depositing checks to your Mobile RDC Account. In the event you wish to deposit any check to your Mobile RDC Account and you are unable to transmit the image of the check to us through the Service or are unable to use the Service in compliance with the terms of this Agreement for any reason (including, without limitation, reasons related to communications, equipment or software outages, interruptions or failures), you acknowledge and agree that you are solely responsible for using alternative available means of depositing the check to your Mobile RDC Account. Such alternative means will be governed by the terms of the agreement governing your Mobile RDC Account, as applicable, and not by the terms of the Mobile Remote Deposit Capture Service. You assume the risk that we may not accept a check image that you attempt to transmit through the Service. We shall have no liability to you in the event we do not accept the transmission of a check image for any reason and you subsequently have difficulty negotiating or are unable to negotiate the check due to any endorsements you may have applied to the check in your attempt to use the Service.

7.08 Your Representations and Warranties to Us; Indemnification. Each time you use the Mobile Remote Deposit Capture Service to transmit any check image to us, you represent and warrant to us that: (i) the check is not a Prohibited Check, (ii) you are entitled to enforce the check, (iii) all signatures on the check are authentic and authorized, (iv) the check is not a counterfeit item, (v) the check has not been altered, (vi) the check is not subject to a defense or claim in recoupment of any party that can be asserted against you, (vii) you have no knowledge of any insolvency proceeding commenced with respect to you or the drawer of the check, (viii) the check, in the event of any dishonor or nonpayment by the drawee, is enforceable against both you and the drawer of the check, (ix) the check image transmitted by you to us contains an accurate

representation of the front and the back of the check and otherwise complies with the requirements of the Service (including, but not limited to, any endorsement requirements), (x) you will neither create nor transmit through the Service any duplicate image of the check, nor will you deposit or otherwise negotiate the original check, (xi) no person or entity will be asked to make payment on the check more than once, (xii) neither we nor any subsequent transferees of the check or its image will sustain a loss as the result of the fact that an image of the check, instead of the original check, was accepted by us through the Service, presented for payment, or returned, (xiii) the image of the check contains no computer viruses or other harmful, intrusive, or invasive codes, (xiv) all information you have provided to us in connection with the Service and the transaction is true, accurate, and current, and (xv) the transaction otherwise complies in all respects with your duties, obligations, and agreements under this Agreement.

7.09 Funds Availability. Funds deposited using Mobile Remote Deposit Capture service before 5:00 p.m. CST on a Business Day will consider that day to be the day of deposit. Deposits made on a Business Day after 5:00 p.m. CST will be consider to be made on the next Business Day. Funds deposited may not be available for immediate withdrawal and will be available based upon BankVista's Funds Availability Policy.

7.10 Transaction Authorization. By following our procedures for the transmission of check images through the Mobile Remote Deposit Capture Service and otherwise furnishing information necessary to execute Service transactions, you authorize us to credit deposits to your Mobile RDC Account, as applicable, as provided in the terms of this Agreement. Each time we accept a check image from you and credit a deposit to your Mobile RDC Account, as applicable, you assign to us all of your right, title, and interest in and to the original check, with all available recourse against you (including, but not limited to, our right of chargeback to your Mobile RDC Account as applicable, in the event of dishonor or nonpayment by the drawee), notwithstanding any restrictive, qualified, or conditional endorsement (including, but not limited to, any "without recourse" endorsement) you may apply to the check without direction or approval from us. Until such time as you dispose of the original check following the expiration of the Check Retention Period in accordance with the terms of this Agreement, you acknowledge and agree that you will retain custody of the original check in trust for us.

7.11 Disposal of Transmitted Checks. After you transmit any check image to us and receive confirmation from us that we have received the image, you agree to securely store the original check during the Check Retention Period. During the Check Retention Period, you agree to take appropriate measures to ensure that: (i) only authorized persons will have access to the check, (ii) the information contained on the check will not be improperly disclosed, and (iii) the check will not be duplicated, further scanned and transmitted through any remote deposit capture service, and/or deposited or negotiated in any form. Promptly after the expiration of the Check Retention Period, you agree destroy the original check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, negotiation or presentment. During any time the original check or a copy or image thereof is available to you or in your possession, you agree to furnish it to us upon request.

7.12 Collection of Checks. You agree that we have the right to determine in our sole discretion the manner in which checks and images transmitted through the Mobile Remote Deposit Capture Service are cleared, presented for payment and collected. We, in our sole discretion, may select clearing agents to collect and present check images, and our selection of clearing agents shall be binding on you as though you had directly appointed such agents. We shall not be liable for the negligence or other misconduct of any clearing agent. You agree to be bound by any agreements entered into by and between us and any clearing agents, and you agree to be bound by all laws, regulations, and clearing house and association rules that may apply to checks or images transmitted using the Service.

7.13 Transaction Limits and Other Limitations. We may from time to time impose or change limits on your use of the Mobile Remote Deposit Capture Service, including (but not limited to) limits on the dollar amount and/or the number of checks you may transmit using the Service. Any limits applicable to you may be displayed in the Service application at the time you attempt a Service transaction. We may accept or reject any transaction you attempt in excess of these limits in our discretion. We may, in our discretion, offer you the option to increase Service limits subject to the payment of applicable fees as may be disclosed in the Service application. We reserve the right to reject any Service transaction that originates outside the United States. If any Service Account is enrolled for or used in connection with any remote deposit capture service we offer, other than the Mobile Remote Deposit Capture Service, we may disqualify that Service Account as a Mobile RDC Account that may be used in connection with the Mobile Remote Deposit Capture Service. BankVista's current per consumer deposit limit is \$1,200.00 with a daily deposit limit of \$2,500.00. Non-Consumer accounts limits are governed by an addendum to this agreement.

7.14 Fees and Charges: BankVista offers the benefits and convenience of the Retail Mobile RDC Service to you at no charge.

7.14 Errors. You agree to notify us immediately in the event you become aware of or suspect any errors in connection with your use of the Mobile Remote Deposit Capture Service. You may notify us by calling us at the number provided in the "Errors or Questions" section of this Agreement or by contacting us as provided in the agreement governing your Mobile RDC Account, as applicable. Also, the terms of your Mobile RDC Account, as applicable, regarding your responsibility to timely review statements and transaction histories and to report errors and discrepancies remain in full force and effect and apply to transactions made through the Service.

You agree to fully cooperate with us and to assist us, and to provide such records and documentation as we may request, in the investigation, correction, and resolution of any errors or problems related to your use of the Service.

VIII. Equipment; Security; Using Email

8.01 Equipment. You are solely responsible for obtaining and maintaining in good working order (including installation of upgrades and patches), at your expense, all equipment,

hardware, software, and any telecommunications, data transmission and/or internet services that may be required in connection with the use of any of the Services. Such equipment, hardware, software, and services must meet such technical standards and specifications as we may require from time to time. Please call us at the telephone number provided in the "Errors or Questions" section of this Agreement if you have questions about technical standards and specifications. We are not responsible for any third party software that you may use in connection with any Service. Any such software is accepted by you "AS IS" and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and/or installation. We do not guarantee the compatibility of the Services with all modem types, computer systems, internet browsers, hardware and/or software. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware", "keystroke loggers", and/or "spyware"), problems or malfunctions resulting from any computer viruses, or related problems that may be associated with the use of an online or wireless system. We recommend that you routinely update your anti-virus software, apply all security patches for your operating system, and activate available firewalls.

8.02 Protecting Your Access Credentials. You agree to keep your Access Credentials confidential, to prevent unauthorized access to your Service Accounts, and to prevent unauthorized use of the Services. You agree not to give your Access Credentials or make them available to any person or entity who is not authorized to access your Service Accounts for the purpose of performing the transactions contemplated by the Services or who intends to or may use the Services for the purpose of accessing and compiling account data for such person's or entity's own commercial gain. You should change elements of your Access Credentials (including login passwords) frequently. You should avoid using your ATM or debit card personal identification number (PIN) as a password. If your access to the Services is blocked or if you forget your Access Credentials, you may contact us at the number provided in the "Errors or Questions" section of this Agreement. You also may reset certain Access Credentials, including your password, within the Online Banking Service. We may issue new Access Credentials to you if you lose or forget you Access Credentials, although they may not be available for use in accessing the Services for several days.

8.03 Protecting Your Personal Information and Systems. In addition to protecting your Access Credentials, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with other information may allow unauthorized access to your Service Accounts. You also are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control and for protecting, securing, and backing up all information and data stored in or on your Devices.

8.04 Your Service Email Address. You agree to keep your Service Email Address(es), as well as your mailing address, current and updated with us at all times. To notify us of a Service Email Address or mailing address change, please call us at the telephone number provided in the "Errors or Questions" section of this Agreement during our normal business hours. You also may update your Service Email Address within the Online Banking Service.

Except to the extent otherwise required by applicable law or regulation, you agree that we are under no obligation to re-send, re-transmit, or otherwise deliver to you any Services notifications or information that we have transmitted to your Service Email Address and that has been returned "undeliverable" or otherwise rejected for delivery.

8.05 Communication by Electronic Messaging and Email. Conventional email is not a secure method of communication over the Internet, and we recommend that you not send confidential or privileged information, such as account numbers and financial information, to us by conventional email. If you need to contact us immediately, please refer to the "Errors or Questions" section of this Agreement. You cannot use conventional email to make a payment or account inquiry, or other transfer of funds. There may be other limitations to your use of electronic messaging from time to time in effect. The following provisions apply to communications by email:

- You agree and acknowledge that the information communicated via email to or from us may include information regarding any or all of the Services we feel may be of added interest to you.
- You acknowledge that you have been advised and understand the risks of using email with respect to the communication of information regarding the Services and that we are unable to guarantee the authenticity, privacy or accuracy of information received or sent by email or to monitor the authorization of persons using your email address to send or receive information.
- In the event you receive information from us via email that you believe is intended for another recipient, you agree to immediately return the information to us and to thereafter delete the information from your Device. You shall not use the information for any personal or commercial purposes.
- You agree that certain information communicated from us to you may be confidential in nature as a communication between you and us. You agree to maintain the confidentiality of the information and to refrain from sharing the information with any other person or entity or from using the information for any purpose that is not related to the Services or your financial relationship with us.
- In the event that you believe that an unauthorized person has gained access to your Device or your email account, you agree to immediately notify us so that we can cease communication of information to you via email until you and we take measures jointly agreed upon to protect your financial information.
- Having acknowledged the risks associated with communicating financial information via email, you (i) agree that we have no obligation to monitor or investigate the use of your Device or your email account, or the source of any communication received from you bearing your email address, (ii) release us from any claim or liability arising from or in connection with any communications sent or received using email, and (iii) agree to indemnify and hold harmless us from all claims, losses, expenses or liability arising

in any way out of or connected in any way with the use of email as contemplated by this Agreement.

- To the extent any other agreement between you and us requires you to deliver written notice to a particular address regarding any matter, you agree that these provisions regarding the use of email do not displace or modify any such requirement for a written notice, and you agree to comply with any requirement for a written notice without reference to these provisions regarding the use of email.

8.06 Email Fraud. You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against email fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing”). You acknowledge that we will never contact you by email in order to ask for or to verify account numbers, Access Credentials, or any sensitive or confidential information. In the event you receive an email or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree not to respond to the email, provide any information to the email sender, click on any links in the email, or otherwise comply with any instructions in the email. You should forward any suspected fraudulent or suspicious email to electronic.services@bankvista.com or as we otherwise may direct. You agree that we are not responsible for any losses, injuries, or harm you may incur as a result of any electronic, email, or internet fraud, subject to the requirements of applicable law.

IV. Transaction Authorization; Limitations and Exclusions

9.01 Security Procedures.

(a) *Commercially Reasonable.* You represent that you have carefully considered the circumstances of your use of the Services and the transactions and activity that you will effect through the Services, and you acknowledge and agree that the Access Credentials constitute commercially reasonable security procedures under applicable law for the transactions and activity you intend to effect through the Services. You further acknowledge and agree that neither the Access Credentials nor any other security procedures that may be used in connection with any Service are designed to detect error in the transmission or content of communications or instructions made through the Service and that you bear responsibility for detecting and preventing such error. We reserve the right to modify, amend, supplement, or cancel any or all security procedures, and/or to cancel or replace any Access Credentials, at any time and from time to time in our discretion.

We will endeavor to give you reasonable notice of any change in security procedures, but we may make any change in security procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed security procedures and/or continued use of the Services after any change in security procedures shall constitute your agreement to the change and your agreement

that the applicable security procedures, as changed, are commercially reasonable and adequate for the purposes intended.

(b) *Breach.* In the event of the breach of any applicable security procedures, you agree to assist us in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing us or our agent access to your systems, computer hardware and software, storage media and devices, and any other equipment or device that was used or may have been used in breach of the security procedures. You further agree to provide to us with any analysis of such systems, computer hardware and software, storage media and devices, and other equipment or devices, or any report of such analysis, performed by you, your agents, law enforcement agencies, or any other third party. Any failure on your part to assist us shall be deemed an admission by you that the breach of the security procedures was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the security procedures from you and not from a source controlled by us.

9.02 Authorization; Accuracy of Information You Provide. By providing information necessary to execute transactions and inquiries through the Service and otherwise following our procedures for the execution of transactions and inquiries, you authorize us to perform those transactions and inquiries.

To the fullest extent allowed by law (and subject to the applicable provisions of consumer protection laws and regulations), you agree to be bound by (i) any and all transactions and activity entered through the Services using your Access Credentials, whether authorized or unauthorized and notwithstanding any dual or multiple signature requirement identified on the signature card, organizational resolutions, or other documents relating to your Service Accounts, and (ii) any and all transactions and activity entered through the Services that are otherwise actually authorized, confirmed or ratified by you, or with respect to which you receive benefit. Our records demonstrating proper use of the Access Credentials and other applicable security procedures in connection with any Service transaction or activity will be deemed conclusive proof that the transaction or activity was authorized and that you are bound by thereby. You agree and intend that the authorization of transactions through the Services shall be considered the same as your binding written signature in authorizing us to perform any action relating to the transactions requested. You authorize us to make adjustments to your Service Accounts, by debits or credits, as necessary to correct errors in Service transactions. You acknowledge and agree that any co-owner of any Service Account individually may (i) activate any applicable Service with respect to the Service Account, (ii) consent and agree to the terms and conditions for any such Service, and/or (iii) terminate any such Service, and you further acknowledge and agree that any such action will be binding upon all owners of the Service Account.

You warrant and represent that any and all information and data that you provide to us with regard to your enrollment in and/or use of the Services are accurate, complete, and without error, and you agree that we may rely thereon without verification in the performance of our duties and responsibilities under this Agreement and in the execution of Service transactions and activity.

9.03 Transaction Limitations.

(a) *Foreign Payments.* Unless otherwise permitted in connection with the Service you are using, you agree that you will not use the Service to make any remittance of funds to a person or entity located outside of the United States or its territories.

(b) *IATs.* You agree that you will not use the Service to execute transactions that must be classified as international automated clearing house transactions (IATs) under the rules of the National Automated Clearing House Association (NACHA). An IAT is defined generally as a payment that has been funded internationally or is being sent to another country and a part of the transaction will be processed via the automated clearing house network. The automated clearing house network is frequently used in processing of certain transactions, including payment transactions through the Bill Pay Service. You agree not to use the Service to initiate or participate in an IAT. It is your responsibility to determine whether any transaction you intend to initiate would be an IAT and to comply with your obligation not to use the Service in connection with such a transaction. More information about IATs and NACHA's rules for IATs is available at <http://www.nacha.org>.

(c) *Foreign Currency.* Unless otherwise permitted in connection with the Service you are using, you may not make a Payment in any currency other than U.S. dollars.

(d) *Court-Ordered and Governmental Payments.* You agree that you will not use the Service to make tax payments, to make payments of alimony or child-support, to pay fines or penalties, or to make any other payment ordered by a court or governmental authority.

(e) *Transfers to Accounts at Other Institutions; Securities Transactions.* Unless otherwise permitted in connection with the Service you are using, you agree that you will not use the Service to transfer funds to deposit accounts or brokerage accounts maintained with third party institutions, or to settle securities transactions (including, but not limited to, transactions involving stocks, bonds, securities, futures (forex), options, or investment interests in any entity or property).

(f) *Savings and Money Market Accounts.* You are not permitted in any statement cycle or calendar month, whichever period is shorter, to make more than six transfers or withdrawals from a savings or money market account to another account you have with us or to a third party by means of preauthorized or automatic transfers, or by means of telephonic (including data transmission) agreement, order or instruction, or by means of personal computer (including online banking and payment services), or by means of

draft, check, card, or similar order to a third party (to the extent permitted by the account). Each remittance of funds from a money market account or other limited transaction account will count toward such account's transaction limitation during the statement period. In any event, we may not permit certain Service transactions to be made from limited transaction accounts.

(g) *Security Limitations.* For security reasons, we may from time to time impose or modify limits or restrictions on the number, frequency, and dollar amount or types of transfers or transactions that you can make using the Services. You agree to abide and be bound by all such limitations and restrictions imposed from time to time by us, and you acknowledge and agree that such limitations and restrictions are solely for the protection of our systems and assets. We will endeavor to provide you with reasonable notice of limitations and restrictions that affect your use of the Services, but we may not provide you with notice if we believe that the confidentiality of such matters is important for the security of our systems and assets. We may refuse to process any Service transaction that we believe is fraudulent or puts our systems or assets at undue risk.

(h) *Payments for Third Parties.* You agree that you will not use the Service to make any remittance of funds on behalf of a third party.

(i) *Other Limitations.* Additional Service limitations and restrictions may be described elsewhere in this Agreement, and your ability to initiate transactions may be limited by the terms of other agreements you have with us or as described in other disclosures we have made to you, or by applicable law. Applicable Service instructional materials also may provide additional information regarding limitations and restrictions. You agree to abide and be bound by all applicable limitations.

9.04 Compliance with Laws.

(a) *Illegal Purposes; Internet Gambling.* You agree not to use any Service for any illegal purpose or in breach of any contract or agreement by which you are bound, and you agree to comply with all applicable laws, rules, and regulations in connection with your use of the Services. You acknowledge and agree that we have no obligation to monitor, review or evaluate your transactions for legality and that we may presume that all of your transactions are legal in all applicable jurisdictions. However, we reserve the right to decline any transaction that we believe is an illegal transaction or a high-risk transaction in any applicable jurisdiction. You agree not to use any Service to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction. We reserve the right to decline any transaction that we believe is an internet or online gambling transaction. You further agree that we are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any transaction authorized by you that is determined to be illegal.

(b) *OFAC*. You warrant to us that neither this Agreement nor any transaction contemplated by it will violate any currency exchange control regulations, economic or other sanctions regulations or any other legal restrictions applicable to you or to any of the transactions that will be made through your Service Accounts under this Agreement. You acknowledge and agree that certain transactions under this Agreement may be subject to regulations issued by the Office of Foreign Assets Control (“OFAC”) of the United States Department of the Treasury. You further acknowledged and agree that if any transaction under this Agreement involves the payment of funds to a person or entity listed on OFAC’s list of Specially Designated Nationals and Blocked Persons, we shall have the right to suspend the transaction and to “block” the funds until OFAC issues a written release to us.

9.05 Attempting Prohibited Transactions. If you use the Service to attempt any transaction that you have agreed not to make or attempt, that exceeds the restrictions or limitations provided by the Agreement, or that is otherwise prohibited by applicable agreement, law, or regulation (any such transaction, a “Prohibited Transaction”), we may process or refuse to process such Prohibited Transaction in our sole and absolute discretion and without liability to you. To the fullest extent permitted by applicable law, you assume all risk relating to the proper scheduling, initiation, processing, transmission, receipt, and application of such Prohibited Transaction, and you release us from any and all claims, liabilities, and/or damages resulting from your making or attempting to make any such Prohibited Transaction through the Service, whether such claims, liabilities, and/or damages arise under this Agreement or otherwise (including, without limitation, any claims relating to any guarantee of timely delivery of a Payment that may be provided in the Agreement). Except as required by law, we have no obligation to research or resolve any claim resulting from a Prohibited Transaction, and any research and resolution regarding any misapplied, misposted, or misdirected Prohibited Transaction will be solely your responsibility and not ours.

9.06 Delays. You agree that we shall not be liable for any nonperformance or delay in the performance of any Service resulting from any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any Act of God, war, epidemic, strike, lockout, riot, weather conditions, equipment failure or malfunction, material shortage, electrical power disruption or shortage, communication failure or any other condition or circumstance not within our reasonable control. You further agree and acknowledge that the performance and completion of Service transactions are subject to our business days and hours of operation, our published policies and procedures, the hours of operation of our internal departments performing Service transactions, the provisions of this Agreement, and the provisions of other agreements you may have with us (including, but not limited to, the agreements governing your Service Accounts), and you agree that we shall not be liable for any delay in the processing or settlement of Service transactions resulting from the foregoing.

9.07 Information Obtained Through Services. Any Service Account, transaction, or activity information that is provided to you through any Service will include a date and/or time as of when such information is current. You acknowledge that such information may not reflect transactions and activity in process and may, therefore, differ from your own records. The number of records available through any Service, and the period of time during which such records may be available, will be determined by us from time to time in our discretion. We make no

representation or warranty as to the completeness, accuracy, reliability, or currency of any third party information or data that you obtain through the use of any Services. You agree to promptly and regularly review Service Account, transaction, and activity information that is made available through applicable Services and to notify us immediately of any errors or suspected unauthorized transactions or activity by calling us at the telephone number provided in the "Errors or Questions" section of this Agreement. You agree not to rely or act upon any data or information obtained through the Services that you know, or have reason to know, is erroneous, incomplete, or not current.

9.08 Overdrafts; Transaction Processing. You agree not to use or attempt to use any Service to overdraw or exceed your credit limit on any Service Account, as applicable. You acknowledge and agree that nothing in this Agreement creates a credit facility of any kind or nature whatsoever in your favor, or any right on your part to borrow funds from us, or any obligation on our part to lend funds to you. We, in our sole and absolute discretion, and without any obligation to you whatsoever, may execute or refuse to execute any Service transaction that overdraws or exceeds your credit limit on any Service Account, as applicable. The provisions of this section are not intended to affect, annul, modify, or amend the express terms and conditions of any separate written overdraft or credit agreement between you and us. Subject to the specific terms of any agreement governing the applicable Service Account, you agree that in our daily processing of transactions we may process and execute Service transactions in any order that we choose. Without notice to you, we may change the order in which we process and execute Service transactions at any time and from time to time. We will not be liable to you for any Service transactions that overdraw or exceed the credit limit on your Service Account, as applicable, as a result of transaction processing methodologies and posting orders we use.

9.09 EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; YOUR INDEMNIFICATION OF US.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. SUBJECT TO THE PROVISIONS OF APPLICABLE LAW, OUR RESPONSIBILITY TO YOU UNDER THIS AGREEMENT, AND IN PERFORMING OUR DUTIES AND OBLIGATIONS WITH RESPECT TO ANY SERVICE, IS LIMITED TO THE EXERCISE OF ORDINARY CARE AND GOOD FAITH. IF WE SUBSTANTIALLY COMPLY WITH THE TERMS, CONDITIONS, AND PROVISIONS SET FORTH IN THIS AGREEMENT, WE SHALL BE DEEMED TO HAVE EXERCISED ORDINARY CARE AND GOOD FAITH. YOU AGREE THAT CLERICAL ERRORS AND MISTAKES DO NOT CONSTITUTE A FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE

SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE FURTHER DISCLAIM ANY REPRESENTATION OR WARRANTY THAT ANY ERRORS IN TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY THIRD PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM YOUR USE OF THE SERVICE WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THE TERMS OF THIS AGREEMENT.

WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR DEVICES OR RELATED EQUIPMENT OR SOFTWARE (INCLUDING, WITHOUT LIMITATION, FINANCIAL SOFTWARE), OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE SERVICES AND ANY APPLICATION FOR DEPOSIT OR OTHER SERVICES AT OUR WEBSITE ARE SOLELY OFFERED TO THE CITIZENS AND RESIDENTS OF THE UNITED STATES OF AMERICA AND MAY NOT BE ACCESSED WHILE OUTSIDE THE UNITED STATES. IF YOU CHOOSE TO USE THE SERVICES FROM LOCATIONS OUTSIDE THE UNITED STATES, YOU DO SO AT YOUR OWN RISK.

YOU AGREE THAT NEITHER WE NOR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS OR THIRD PARTY SERVICE PROVIDERS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY HARMS, INJURIES OR CLAIMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, RESULTING OR ARISING IN ANY WAY IN WHOLE OR IN PART FROM (I) THE USE OF OR THE INABILITY TO USE THE SERVICE, (II) THE COST OF OBTAINING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM USE OF THE SERVICE, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA, (IV) STATEMENTS OR CONDUCT OF ANY OTHER

PERSON USING OR ACCESSING THE SERVICES, (V) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, (VI) THE INSTALLATION, USE, OR MAINTENANCE OF ANY HARDWARE OR SOFTWARE (INCLUDING, WITHOUT LIMITATION, ANY FINANCIAL SOFTWARE) OR OTHER EQUIPMENT, AND/OR (VII) ANY OTHER MATTER RELATING TO THE SERVICES OR YOUR USE THEREOF. OUR LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM OUR FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH.

WE ARE NOT RESPONSIBLE FOR THE QUALITY OF GOODS, PROPERTY, OR SERVICES THAT YOU PAY FOR USING ANY SERVICE. ANY CLAIMS CONCERNING GOODS, PROPERTY, OR SERVICES PAID FOR USING A SERVICE MUST BE RESOLVED BY YOU DIRECTLY WITH THE PAYEE, AND ANY CLAIM OR DEFENSE THAT YOU ASSERT AGAINST SUCH PAYEE WILL NOT RELIEVE YOU OF YOUR RESPONSIBILITY TO US UNDER YOUR AGREEMENT(S) WITH US. IT IS YOUR RESPONSIBILITY TO DETERMINE WHAT TAXES, IF ANY, APPLY TO THE PAYMENTS YOU MAKE OR RECEIVE, AND IT IS YOUR RESPONSIBILITY TO COLLECT, REPORT AND REMIT THE CORRECT TAX TO THE APPROPRIATE TAX AUTHORITY. WE ARE NOT RESPONSIBLE FOR DETERMINING WHETHER TAXES APPLY TO YOUR TRANSACTION, OR FOR COLLECTING, REPORTING OR REMITTING ANY TAXES ARISING FROM ANY TRANSACTION.

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US, OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, EXPENSES, COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES), AND THIRD PARTY CLAIMS CAUSED BY OR ARISING FROM OR RELATED TO (I) YOUR USE OF THE SERVICES, OR THE USE OF THE SERVICES BY ANY OF YOUR CO-SERVICE ACCOUNT OWNERS OR ANY OTHER PERSON WHOM YOU HAVE PERMITTED TO USE THE SERVICE,

(II) ANY SERVICE TRANSACTION OR ACTIVITY PERFORMED IN COMPLIANCE WITH YOUR INSTRUCTIONS OR DIRECTIONS, (III) OUR ACTION OR INACTION IN RELIANCE UPON ANY INSTRUCTIONS OR INFORMATION RECEIVED FROM ANY AUTHORIZED USER OF THE SERVICE OR ANY OTHER PERSON REASONABLY BELIEVED BY US TO BE YOUR AUTHORIZED REPRESENTATIVE, (IV) ANY SERVICE TRANSACTION, INQUIRY, OR ACTIVITY INITIATED USING APPLICABLE SECURITY PROCEDURES, WHETHER OR NOT THE PERSON INITIATING SUCH TRANSACTION, INQUIRY, OR ACTIVITY IS AN AUTHORIZED USER OR OTHER AUTHORIZED REPRESENTATIVE OF YOURS, (V) YOUR BREACH OF ANY TERM OR PROVISION OF THIS AGREEMENT, (VI) YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR (VII) YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT OR YOUR BREACH OR VIOLATION OF APPLICABLE

LAWS, RULES OR REGULATIONS. YOU FURTHER AGREE TO FULLY COOPERATE WITH AND ASSIST US IN ANY EFFORTS ON OUR PART TO RECOVER FROM ANY THIRD PARTY OR PARTIES ANY LOSSES WE INCUR AS A RESULT OF ANY SERVICE TRANSACTION OR ACTIVITY.

WITHOUT LIMITING OR DIMINISHING THE FOREGOING TERMS OF THIS SECTION, IF WE REIMBURSE YOU FOR ANY LOSSES OR PAY YOU ANY DAMAGES IN CONNECTION WITH ANY TRANSACTION UNDER THIS AGREEMENT, YOU AGREE TO TRANSFER ALL OF YOUR RIGHTS RELATING TO SUCH TRANSACTION TO US AND TO ASSIST US IN ANY EFFORTS OR LEGAL ACTIONS THAT WE MAY TAKE TO RECOVER THOSE AMOUNTS FROM ANY THIRD PARTY.

X. Additional Terms and Conditions

10.01 Fees and Charges. You agree to pay all fees and service charges applicable to your use of the Services. Fees and charges are subject to change. Current fees and service are disclosed in applicable pricing and fee schedules and also may be disclosed in applicable Service applications. You also may contact us as provided in the “Errors or Questions” section of this Agreement or visit any of our banking offices for current information about applicable fees and charges. You authorize us to deduct Service fees and charges from any Service Account that you use in connection with the Services, and to the extent such Service Account lacks sufficient funds for the payment of Service fees and charges, from any of your other accounts maintained with us. You acknowledge that Service fees and charges are in addition to fees and charges that may otherwise be applicable to your Service Accounts or to other services you use in connection with those Service Accounts, and are in addition to any fees and charges that may be assessed by your third party service providers.

10.02 Electronic Transactions and Records. Subject to the requirements of applicable law, you agree and consent to enter into agreements and to accept Service terms, conditions, and information electronically and otherwise to transact Service business with us electronically, as we direct or require. To the extent that any Service provides for the use and delivery of electronic records, you consent to the receipt of electronic records of Service information, documentation, and data in lieu of a hard or paper copy or version thereof. You agree that you will not alter any electronic information, data, or records furnished by us, and you agree that our record of any such information, data, or records is the best evidence of the information set forth therein.

We reserve the right to furnish to you, and the right to require you to furnish to us, writings or paper copies of information, communications, data, or records relating to any Service, in lieu of and/or in addition to electronic records thereof, at any time in our discretion.

10.03 Information about You. You agree to provide us with such financial and other information or documentation as we may request from time to time for the purpose of determining your eligibility and/or qualifications for any Service, for the purpose of enabling us to provide or deliver the Services, and/or for the purpose of enabling us to comply with

applicable laws and regulations. You confirm, certify, and represent that all information you provide to us from time to time in connection with your use of the Services is true and correct, and you agree to notify us in the event any such information should change. You authorize us to investigate or reinvestigate at any time any information provided by you and to request reports on your financial condition and business affairs from third party reporting agencies (including, but not limited to, consumer reporting agencies) from time to time as we deem desirable in our discretion, subject to the requirements of applicable law. Subject to the requirements of applicable law and other provisions of this Agreement, you agree that we may disclose information about you and about your Service transactions and activity to third parties as we deem necessary or convenient in order to discharge our duties and responsibilities in the delivery of the Services and in the execution of Service transactions and activity, and/or as necessary for us to comply with applicable law or regulation (including, without limitation, disclosures to government authorities of information concerning you and transactions under this Agreement that we believe to be appropriate or necessary to fulfill legal recordkeeping and reporting requirements).

10.04 Proprietary Service Content. Except for property in which you have an exclusive ownership or beneficial interest, and/or proprietary information or material which you have licensed to us or permitted us to use in connection with the Services as provided in this Agreement, all rights to the Service Content (as hereinafter defined) are owned by us and/or our licensors, subject to applicable law. The Service Content is protected under both United States and other applicable copyright, trademark, patent, and other laws. You are permitted to use the Services and the Service Content only as provided in this Agreement. You agree not to copy, reproduce, distribute, or create derivative works from the Service Content in whole or in part without our express written consent in each instance. You agree not to reverse engineer or reverse compile any Service Content that we use in connection with the Services.

For purposes of this Agreement “Service Content” means, without limitation, any and all equipment, hardware, software, computer programs (together with the object and source codes therefore, and any updates, upgrades, fixes, and enhancements thereto), tools, services, text, graphics, images, logos, button icons, photographs, editorial content, notices, operational manuals, documentation, user and instructional guides, records, files, systems, marks, designs, visual expressions, screen formats, report formats, inventions, processes, improvements and enhancements to inventions and processes, ideas, methods, algorithms, concepts, formulae, Access Credentials, technological and procedural information, data, any of the foregoing specially customized, created or developed by us for you in connection with your use of the Services, and/or any other thing of a proprietary nature which is developed, created, or provided by us or our contractors, as applicable, for use in connection with any Service, together with all adaptations or derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.

10.05 New Services; Third Party Services. We may introduce new electronic banking and financial services or add enhancements to existing Services from time to time. By using such new services or enhancements after they become available, you agree to be bound by all terms and conditions applicable thereto. From time to time we also may arrange for third parties not

affiliated with us to make their products and services (“Third Party Services”) available to you, and we may provide hyperlinks to external websites owned or operated by such third parties. Third Party Services may be subject to separate terms and conditions between you and the provider of such services. In the event of a conflict between the terms of this Agreement and the terms of any agreement between you and the provider of a Third Party Service, the terms of this Agreement shall control with the respect to legal relationship between you and us as addressed in this Agreement. Unless we otherwise agree in writing, and subject to applicable law, the provider of any Third Party Service is solely responsible for the Third Party Service and we shall have no responsibility or liability to you therefor. No breach or default by the third party provider with respect to any Third Party Service shall in any way relieve you of your obligations to us under this Agreement or allow you to withhold the performance thereof. You agree to indemnify, defend, and hold us harmless from and against any and all liability, losses, or claims arising out of or in any way related to any breach or default on your part with respect to any agreement you may have with the provider of any Third Party Service. The privacy, information-sharing, and security policies of any provider of a Third Party Service may differ from our policies, and you are responsible for reviewing and understanding the provider’s policies before you obtain a Third Party Service.

10.06 Your Contractors. To the extent that you engage any third party contractor or service provider to facilitate, support, or assist you in your use of any Services, you agree that such party acts as your agent in connection with this Agreement and you agree to ensure that such party observes, complies with, and does not breach any duty, term, condition, obligation, or responsibility on your part to be performed, observed or complied with in connection with this Agreement. You further agree that we shall not be responsible for, and shall have no duty to remedy or correct, any acts, omissions, breaches, defaults, or nonperformance on the part of any such party with respect any services, products, equipment, or goods provided by such party to you.

10.07 Cancellation of Services by You. You may cancel your enrollment in the Services at any time by contacting us as provided in the “Errors or Questions” section of this Agreement and advising us of your intent to cancel. You also may be able to cancel certain Services by following applicable instructional material and guides within the Service applications. You agree to follow any instructions we provide in order to finally effect cancellation of the Services. We may, in any event, require you to put your cancellation request in writing. If you cancel your enrollment in the Services, we will have a reasonable opportunity, which shall be at least two (2) business days, after receipt of your cancellation notice to cancel any scheduled but unprocessed Service transactions. We will have no liability to you in the event any such transactions are processed and executed before we have a reasonable opportunity to cancel them after receiving your Service cancellation notice. We recommend that you separately cancel any scheduled Service transactions that have not begun processing prior to notifying us that you wish to cancel the Service. Cancellation of your enrollment in the Services may not cancel transactions that already have begun processing, but we reserve the right to cancel all such transactions upon receiving your Services cancellation notice. The closure of all Service Accounts that you use in connection with the Services may result in cancellation of the Services. In the event any Service is provided by a third party, you may need to make arrangements with that third party for the cancellation of that Service. You may be able to

separately cancel your enrollment in particular Services as provided elsewhere in this Agreement. Cancellation of particular Services may result in the cancellation of other related Services or all Services.

10.08 Rules, Regulations and Other Agreements; Entire Agreement. You agree to be bound by the operating rules and regulations of any networks, funds transfer systems, associations, or clearing houses in which we participate and/or which process Service transactions or activity. You further agree to be bound by the terms of any agreements entered into by and between us and any service providers or agents involved in the provision of the Services. You further agree to follow and to be bound by the provisions of any guides and instructional materials we provide in connection with any Service. This Agreement constitutes the current, sole and entire agreement between you and us with respect to the Services, and any and all prior agreements with respect to the Services are superseded by this Agreement. This Agreement supplements, but does not replace, other agreements you have entered into with us, including, but not limited to, the terms and conditions governing your Service Accounts and/or any other services used by you in relation to the Service Accounts. Such other agreements, terms and conditions remain in full force and effect, and we may apply the provisions thereof to your use of the Services as the context may require; provided, however, that in the event of a conflict between the terms of this Agreement and those of any other agreement, the express terms of this Agreement shall control with respect to the Services. For the avoidance of doubt, to the extent that other agreements you have with us describe products and services similar to the Services described in this Agreement, you acknowledge and agree that this Agreement controls as to the provision and use of the Services described in this Agreement, and such other agreements control as to the provision and use of the respective products and services described therein. You certify, represent and warrant that you have legal capacity and any necessary authorization to enter into this Agreement under applicable law.

10.09 Unauthorized Alteration. Neither this Agreement nor any Service enrollment form or template may be altered by you in any way without our express written agreement. Any attempt by you to alter either this Agreement or any enrollment form or template without our express written agreement shall be void and shall have no legal effect. You hereby agree to indemnify and hold us harmless from and against any and all claims, losses, liabilities, penalties, expenses and punitive and other damages (including without limitation reasonable attorneys' fees) directly or indirectly resulting from, relating to or arising in connection with any successful or unsuccessful attempt by you to alter either this Agreement or any enrollment form or template without our express written agreement. You acknowledge and agree that no practice or course of dealing between you and us, nor any oral representations or communications by you and/or any of our agents, employees or representatives, which vary the terms and conditions of this Agreement shall constitute a modification or amendment of the terms and conditions of this Agreement.

10.10 Amendments. We have the right to amend or change the terms of this Agreement (including the separate sections hereof) and/or the fees, charges, features, operational elements, and other terms and conditions applicable to the Services, at any time in our discretion. Any

changes we make will be effective as of the time we determine, with or without notice to you, provided that we will furnish you with notice of changes as required by applicable law. Subject to any notice requirements provided by applicable law, you expressly agree that we may in our discretion add to, modify, and/or delete administrative and operational features and elements applicable to the use of the Services and/or make any changes that are in your favor without notice to you. If you do not agree to any change or amendment relating to the terms and conditions of this Agreement or the Services, you must terminate your use of the Services. By using any of the Services after any such change or amendment, you agree to that change or amendment. If we provide you with a change of terms notice, you agree that a summary or general description of the changes is sufficient notice.

10.11 Notifications to You. You agree that we may send any information, disclosures and/or notices (including, but not limited to, change in terms notices) relating to the Services (collectively, "Service Notices") to you in electronic form. Subject to the requirements of applicable law, your agreement to receive Service Notices electronically applies (without limitation) to any and all disclosures and information that we are required by applicable law or regulation to provide in writing. You agree that we may electronically post or make available Service Notices in the applicable Service application or on any website we designate. We also may electronically transmit Service Notices to your Service Email Address. You will be deemed to have received any electronic Service Notice upon the earlier of (i) your actual retrieval or review of the Service Notice and (ii) three (3) days after the Service Notice is posted or made available in the applicable Service Application (or other website we designate) or transmitted to your Service Email Address whether or not you have retrieved or reviewed the Service Notice by that time. You acknowledge and agree that any present or future election by you to include your name in any internal database maintained by us in order to keep a record of customers who do not wish to receive general electronic messaging shall not apply to or affect your agreement to receive Service Notices electronically. We reserve the right to provide you with paper copies of Service Notices in lieu of or in addition to electronic versions at any time in our discretion. You agree that we may mail paper versions of Service Notices to your mailing address that appears in our records or otherwise provide Service Notices to you pursuant to any other method to which you have agreed.

10.12 Data Recording; Consent to Communications. You agree that we may (without any obligation) record, retain, and/or monitor any communications (including, without limitation, telephone conversations) between you and us without further notice to any person. You also acknowledge and agree that when you use the Services the transaction and other information you enter may be recorded and retained by us. All such information, data, and communications recorded, retained, or monitored by us (collectively, "Service Data") shall be and remain our property, and we shall have no obligation to provide Service Data or copies thereof to you, subject to the requirements of applicable law. If you request us to make Service Data available to you, and if we agree to provide Service Data to you, you agree to pay our fees and charges for making the Service Data available to you or to any third party at your request. You acknowledge that you are responsible for the maintenance and storage of your own data and other information created through your use of the Services. You agree that we may call you, using an automatic telephone dialing system or otherwise, leave you a voice, prerecorded, or artificial voice message, or send you a text, email, or other electronic message to administer

and manage the delivery of the Services to you, to collect any amounts you may owe under with respect to Services or for other informational purposes related to the Services (each a “Communication”). You agree that we may call or text you at any telephone number that you provide in connection with the Services, including cellular telephone numbers. You understand and agree that you are not required to provide such consent with respect to Communications made to your cellular telephone number(s). If you wish to revoke your consent to be contacted at any cellular telephone number using an automatic telephone dialing system and/or an artificial or prerecorded message, you agree to provide us with such information as we may request in order to process the revocation of your consent. To help us facilitate such a request, you may call us at 320.257.1957 You acknowledge and agree that we may from time to time communicate directly with any party to any of your Service transactions or activity (including, without limitation, payees of payment transactions executed through any Service) in order to perform and deliver the Services and to process and execute Service transactions.

10.13 Setoff. You agree that we may, without making a prior demand or giving you notice, obtain payment of any amount you owe us under or in connection with this Agreement by debiting any Service Account or any other account that you maintain with us or any of our affiliates, and you also agree that we may setoff any obligations you owe us against any amount that we or our affiliates otherwise owe you. In addition, you grant us a security interest in each Service Account and in each other account that you maintain with us to cover any obligations that you owe us under or in connection with this Agreement.

10.14 Assignment. You agree that your use of the Services described in this Agreement is personal to you and that you will not resell or assign use of the Services or make any unauthorized commercial use thereof. You may not assign or transfer this Agreement, or any of your rights hereunder, without our prior written acknowledgement and consent, which may be granted or withheld in our absolute discretion. We may assign this Agreement and/or any or all of our rights hereunder, or delegate any or all of our responsibilities hereunder, to any third party or parties in our discretion and without notice to you, subject to the requirements of applicable law. You agree that our third party service providers and contractors may rely upon your agreements and representations in this Agreement and that such service providers and contractors may enforce those provisions against you, as applicable and as the circumstances or context may require. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

10.15 Termination by Us; Survival of Obligations. We may cancel, terminate, or suspend any of the Services (including, without limitation, any and/or all pending or scheduled Service transactions) at any time in our discretion, for any reason or for no reason, without notice to you, except as required by applicable law or regulation. To the fullest extent permitted by law, you agree that we shall have no liability to you or to any third party in the event we cancel, terminate, or suspend any Service (or any Service transaction), or in the event we exercise any of our other rights or remedies under, relating to, or arising out of this Agreement. No termination, cancellation, or suspension of this Agreement or any Service (or any Service transaction) for any reason (including, without limitation, cancellation of any Service by you or by us) shall relieve you of any liability for obligations which have accrued prior to the effective time of such termination, cancellation or suspension or for obligations and duties under this

Agreement which by their nature or by express provision are intended to survive. Without limiting the foregoing provisions, you acknowledge and agree that we may consider your enrollment in any Service inactive or dormant after a certain period of time (generally not less than one year) set from time to time by us during which you have not logged in to the Service application. Once your enrollment has been placed on inactive or dormant status, Service transactions may be declined, you may not be able to access the Service, and/or you may be required to re-enroll in the Service in order to continue using it.

10.16 Waiver. The rights, remedies, and recourse afforded to us with respect to the enforcement of this Agreement, whether arising in law or in equity, are cumulative and concurrent and may be exercised by us in such order and in such manner as we may determine in our sole and absolute discretion. No delay or omission by us in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy. No waiver shall be valid unless in writing and signed by us. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. Where this Agreement or applicable law permits us to take action or not to take action in our discretion on any matter, any action or inaction on our part with respect to such matter shall not obligate us to repeat such action or inaction with respect to matters that may subsequently arise.

10.17 Headings; Pronouns. The captions and headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders where the context so requires. The use of the singular form shall include the plural and the use of the plural shall include the singular where the context so requires.

10.18 Severability. No term of this Agreement is intended to supersede, replace, waive, modify or amend any provision of applicable law or regulation in respect of the usage of the Services primarily for personal, family or household purposes which provision may not lawfully be superseded, replaced, waived, modified or amended by agreement. If a court of competent jurisdiction or arbitrator, as applicable, finds any term of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that term invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending term shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending term cannot be so modified, it shall be stricken and all other terms of this Agreement in all other respects shall remain valid and enforceable. In the event the terms of this section shall conflict with the express terms of the arbitration provisions of this Agreement, the terms of the arbitration provisions shall govern and control with respect to the interpretation and enforcement of the arbitration provisions. Subject to the foregoing, you agree that each and every term of this Agreement shall be binding and enforceable to the fullest extent allowed by law.

10.19 Applicable Law. Regardless of where you live, work, or access the Services, this Agreement will be governed by the substantive laws of the state in which our office that originated the applicable Service Account is located (the "Service Account State"), excluding

such Service Account State's conflict of laws principles, and by the laws of the United States. Subject to the arbitration provisions of this Agreement, any proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the Service Account State.

XI. Special Provisions for Non-Consumer Use of Services

THE TERMS AND PROVISIONS OF THIS PART SUPPLEMENT THE OTHER TERMS AND PROVISIONS OF THIS AGREEMENT AND ARE APPLICABLE TO YOU TO THE EXTENT THAT YOU ARE A NON-CONSUMER USER OF THE SERVICES. THE TERMS AND PROVISIONS OF THIS PART DO NOT APPLY TO YOU TO THE EXTENT THAT THE SERVICES ARE USED BY YOU, OR THE APPLICABLE SERVICE ACCOUNT HAS BEEN ESTABLISHED BY YOU, PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES. IN THE EVENT THAT THE FOLLOWING TERMS AND PROVISIONS CONFLICT OR ARE INCONSISTENT WITH ANY OF THE OTHER TERMS AND PROVISIONS OF THIS AGREEMENT, THE FOLLOWING TERMS AND PROVISIONS SHALL GOVERN AND CONTROL THE CONFLICT OR INCONSISTENCY WITH RESPECT TO NON-CONSUMER USE OF THE SERVICE.

11.01 Consumer Protection Inapplicable. You acknowledge, represent and warrant that all of your Service Accounts that may be accessed using the Services are not accounts established primarily for personal, family or household purposes and that your use of the Services is not primarily for personal, family or household purposes. Accordingly, the provisions of the federal Electronic Fund Transfer Act, as amended, and the Consumer Financial Protection Bureau's Regulation E, as amended, and any other laws or regulations, as well as any terms or provisions of this Agreement, intended for the protection of consumers or governance of transactions involving consumers or consumer accounts do not apply to any Service transactions affecting your Service Accounts. You acknowledge and agree that we reserve the right to refuse to process any Service transaction, inquiry or activity, in our sole and absolute discretion, without liability to you. Without limiting other limitations and exclusions set forth in this Agreement, to the fullest extent allowed by law, and subject only to our obligation to exercise ordinary care and good faith, you assume all risk related to or arising out of your activation of and enrollment in any Service, and you agree to be bound by any and all transactions and activity performed through the Services, whether authorized or unauthorized.

11.02 Transmission of Information. You agree that we may transmit confidential information, including (without limitation) confirmations of Access Credentials, to the current address shown in our records for any of your Service Accounts or to your Service Email Address, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at your place of business.

11.03 Authorized Users. You acknowledge that anyone possessing Access Credentials may access and use the Services and/or your Service Accounts. You agree that you are responsible for maintaining the confidentiality and security of all Access Credentials and for implementing the necessary internal controls, balancing and reconciliation functions, and audit procedures to prevent fraud, misuse, and unlawful conduct regarding the Services and your Service Accounts. You agree to provide Access Credentials only to Authorized Users. You agree to instruct each Authorized User not to disclose any Access Credentials to any unauthorized person. Upon our request, you agree to designate a security administrator to whom we may distribute Access Credentials and with whom we may otherwise communicate regarding the use of Access Credentials and other

security procedures. Your security administrator will be responsible for distributing, setting and establishing Access Credentials to and for your Authorized Users, for ensuring the proper implementation and use of the Access Credentials by your Authorized Users, and for establishing the scope of authority with respect to use of the Services by your Authorized Users. You agree to notify us immediately by calling us at the number provided in the “Errors and Questions” section of this Agreement if you believe that any Access Credentials have been stolen, compromised, or otherwise become known to persons other than Authorized Users (including persons whose authority as Authorized Users or security administrators has been revoked). You agree that we shall have a reasonable opportunity to act upon any such notification from you.

11.04 Examining Records and Reporting Errors. You agree to examine your periodic Service Account statements promptly and to promptly and regularly review transaction and activity information available through the Services, and you agree to notify us immediately of any discrepancies or unauthorized, duplicate, erroneous or erroneously executed transactions or activity. You should notify us of such matters by contacting us as provided in the “Errors or Questions” section of this Agreement or as otherwise provided with respect to particular Services. Without limiting the other terms, conditions, limitations, and provisions of this Agreement, you agree that you shall be precluded from asserting any claim whatsoever against us with respect to any Service transaction or activity unless you notify us in writing that the transaction or activity was unauthorized, duplicate, erroneous or erroneously executed within thirty (30) calendar days after we send or make available to you an advice through the Service or periodic statement reasonably identifying that transaction or activity. You acknowledge that this provision shortens the period within which you are required to give us notice of an unauthorized, duplicate, erroneous or erroneously executed payment order under Article 4A of the Uniform Commercial Code, as enacted in the applicable jurisdiction, and you expressly agree to be bound by that shortened period to the maximum extent permitted by law.

11.05 Organizational Authority. You represent and warrant to us that your acceptance and performance of this Agreement, and the execution of any Service transactions and activity by you or on your behalf, are within your organizational power and have been duly authorized by all necessary organizational action. You further represent and warrant that the person who accepts this Agreement on your behalf and any person who at any time initiates any Service transaction or activity in such person’s capacity as your agent, representative or other authorized capacity have been duly authorized to do so, and that this Agreement, together with any Service transaction or activity initiated by any such person, constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms.