

Fourth Capital Bank

Consumer Online Banking Service Agreement

I. INTRODUCTION

A. Agreement

This Agreement between you and Fourth Capital ("Fourth Capital") governs the use of Fourth Capital's Online Banking Services (including Mobile Banking). These services permit Fourth Capital consumer customers to perform a number of banking functions on accounts linked to the service through the use of a personal computer or mobile device. Please read this Agreement carefully and note that different provisions will apply based on whether you are using our Online Services to access personal or business accounts. By enrolling electronically or otherwise, and by using any of the Online Services, you agree to be bound by the terms and conditions of this Agreement. This Agreement also contains important information regarding what you should do if you believe that an unauthorized person has gained access to your accounts, or an error has occurred. Keep this Agreement for future reference. Except as stated below this Agreement is governed by the laws and regulations of the State of Tennessee and the United States, as amended from time to time. When you use any of the Online Banking Services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the Agreement that apply to you.

1. Online Banking/Mobile banking:

a. To use Online Banking, you must have:

- i. An Internet access device with service through an Internet Service Provider.
- ii. An Online Login ID and Password.
- iii. A computer equipped with a network interface card, USB, or modem.
- iv. Use and maintain a commercially acceptable anti-virus/anti-spyware software.
- v. Use and maintain a commercially acceptable firewall (hardware/software).
- vi. Maintain an updated web browser and operating system.

b. To use Mobile Banking services, you must have:

- i. A mobile device capable of accessing the internet and/or using SMS text.
- ii. An Online Login ID and Password.
- iii. The mobile app.

- iv. Access to the internet (via WIFI, cell carrier agreement, etc.).
 - 1. You are responsible for web access and/or data or text message charges that may be billed by your mobile carrier or related service provider.
- c. You may use Online Banking/mobile banking to:
 - i. Transfer funds between your linked Fourth Capital accounts on either a one-time or recurring basis, including payments to a linked eligible loan(s).
 - ii. Deposit Only transfers – transfers from your linked Fourth Capital account to another Fourth Capital account owned by another Fourth Capital customer.
 - iii. External transfers – transfers from your linked Fourth Capital account to an account you own at another financial institution.
 - iv. View current balance information for your linked Fourth Capital accounts.
 - v. Review available transactions for your linked accounts.
 - vi. Perform self-service account maintenance such as re-ordering checks, stopping payment on checks, changing address and phone, and changing your Online Banking Login ID and Password.
 - vii. Send us secure online mail messages and questions regarding your Online Banking Service.
 - viii. View online images of certain checks and items drawn off your linked accounts.
 - ix. View online images of deposit slips and deposited item images.
 - x. View online statements of your Fourth Capital linked accounts.
 - xi. Categorize transactions, create charts of your spending habits, and develop a budget for your linked accounts.
 - xii. Deposit checks with Mobile remote deposit capture
 - xiii. Some of the above services may not be available for certain accounts or customers.
- B. The term "Disclosures" refer to the regulatory disclosures that were provided to you at the time of a depository or loan account opening, such as the Truth in Savings Disclosure, Fund Availability Disclosure, Electronic Fund Transfer Disclosure, and Privacy Disclosure, as well as any Schedule of Fees. These Disclosures still govern the Account.
- C. Throughout this Agreement, the following terms will have the meanings set forth below:

1. **"ABA Routing Number"** is a nine-digit bank code, used in the U.S. that appears on the bottom of checks identifying the financial institution on which it was drawn.
2. **"Access"** refers to the ability to obtain account information, electronic messages, transfer funds between accounts, or pay bills, receive bills, reorder checks, etc., or any other service offered online by Fourth Capital, as described further in this Agreement.
3. **"Account Agreement"** means the various agreements and disclosures that govern your account(s) at Fourth Capital. Such agreements include but are not limited to: Deposit Account Terms and Conditions Agreement; Electronic Funds Transfer Disclosure; Service Charge Disclosure; and the Consumer Privacy Notice.
4. **"ATM"** will mean automated teller machine or banking machine.
5. **"Authorized External Transfer Processing Date"** is the day you want Fourth Capital to initiate the External Transfer request to your External Account(s).
6. **"Business Days"** means Monday through Friday, excluding Saturday, Sunday and banking holidays set forth under the laws of the United States.
7. **"Check(s)"** means a draft, payable on demand and drawn on or payable through or at an office of a U.S. financial institution, whether or not negotiable, that is handled for forward collection, including a Substitute Check and a traveler's check; and does not include a non-cash item or any item payable in a medium other than U.S. dollars.
8. **"Consumer(s)"** means the owner of a Personal Account.
9. **"Designated Account"** means your designated checking account, debit or credit card, from which payments will be made.
10. **"Eligible Accounts"** are those types of Fourth Capital accounts, which may be accessed for Online Banking Services. Eligibility is based on account type and your customer to account relationship.
11. **"External Account"** is a personal checking or savings account that you own at another U.S. financial institution.
12. **"External Transfer"** means to externally transfer funds to and from an External Account to your Eligible Account at Fourth Capital.
13. **"Individual Payment Limit"** is a dollar amount that the Service may impose on any individual payment you attempt to schedule.
14. **"Login ID"** means the code assigned by Fourth Capital to you or the person you designated as authorized for identification purposes in connection with the use of Online Banking Services.
15. **"Fourth Capital," "Bank," "we" "us"** refers to Fourth Capital.
16. **"Micro-Deposits"** are two small transaction amounts (less than \$1.00 USD each) into your external bank account.

17. **"Online Banking"** means Fourth Capital's online banking service which allows you to access transaction information on Eligible Accounts.
18. **"Online Banking Services"** means collectively Online Banking, Mobile Banking, Online Bill Pay, Online Deposit, and other computer or telephone banking services which Fourth Capital may make available from time to time.
19. **"Password(s)"** means the confidential password or other confidential code assigned to you by Fourth Capital or selected by you for identification purposes in connection with the use of Online Banking Services.
20. **"Personal Account(s)"** means an account that is maintained for personal, family or household purposes.
21. **"Recipient"** is the individual that is receiving the funds.
22. **"Recurring Payment(s)"** means a payment scheduled to be carried out on successive future dates without further instruction from a customer.
23. **"Scheduled Payment"** is a payment that has been scheduled through Online Bill Pay but has not begun processing.
24. **"Scheduled Transfer(s)"** is a transfer that has been scheduled through the Service but has not begun processing.
25. **"Scheduled Transfer Date"** is the day you want your Transfer Account debited, unless the requested date for a future dated transfer falls on a non-Business Day, then the Scheduled Transfer Date will be the Business Day following the requested date.
26. **"Secure Access Code"** The Secure Access Code within Online Banking is a temporary code used to authenticate you via email, SMS, or Voice. This is required at login and during the submission of ACH and Wire transactions.
27. **"Secure Message"** The Secure Messages within Online Banking and Mobile Banking provides you access to an online mailbox where you can send and receive secure messages with our eBanking Support team.
28. **"Security Procedures"** means the use of identification codes, encryption, passwords, logon identifications, personal or location identification numbers, repetitive codes, and other security devices, systems and software used by Customer to communicate through the Internet for Services.
29. **"Service(s)," "Transfer Service," or "Transfer Funds Service"** means the Online Banking Transfer Funds Service, or Online Bill Pay Service or External Transfer Service offered by Fourth Capital as indicated in their respective sections of this agreement.
30. **"Service Provider"** means companies that we have engaged to render some or all of the Service to you on our behalf.

31. **"Stop Payment Online Request"** means that the Bank will accept online instructions to stop payment on a check that the Customer anticipates will be presented against its Consumer or Business Account.
32. **"Substitute Y"** means a paper reproduction of the original check that: a) contains an image of the front and back of the original check; b) bears a MICR line containing all the information on the MICR line of the original check, except as provided under generally applicable industry standards for substitute checks to facilitate the processing of substitute checks; c) conforms, in paper stock, dimension, and otherwise, with generally applicable industry standards for substitute checks; and d) is suitable for automated processing in the same manner as the original check.
33. **"Transaction"** means any electronic banking transaction, including a deposit, withdrawal or bill payment initiated electronically.
34. **"Transfer"** means any banking transaction, including deposits or withdrawals, that is initiated through an electronic terminal, telephone, computer or electronic check conversion, for the purpose of ordering, instructing, or authorizing a debit or credit to your Consumer or Business Account.
35. **"Transfer Account"** is the designated Eligible account(s) from which transfers will be debited.
36. **"Transfer Instruction"** is the information provided by you to the Service for a transfer to be made (such as, but not limited to, account number, and Scheduled Transfer Date).
37. **"You," "your" and "yours"** refer to each Consumer or Business Customer who has enrolled in Fourth Capital's Online Banking Services.

II. ACCESSING YOUR ELIGIBLE ACCOUNTS

- A. You can access your Eligible Accounts through the Online Banking Service. Eligible account types may change from time to time. Eligibility is based on account type and your customer to account relationship. By enrolling in Online Services, you will be given access to all Fourth Capital accounts of which you have requested access to and are the owner of (including joint accounts) and which are considered Eligible Accounts.

III. TERMS AND CONDITIONS

A. GENERAL ONLINE SERVICES TERMS AND CONDITIONS

1. Fees

There are no fees for using our consumer online banking platform. You are responsible for web access and/or data or text message charges that may be billed by your mobile carrier or related service provider. Additionally, if you close all Fourth Capital accounts, you must notify us immediately to cancel all the Online Banking Services for which you have enrolled. If you fail to notify us, you will continue to be responsible for any service charges that apply.

2. Use of Electronic Mail (e-mail)

Sending a secure e-mail through the Online Banking Services is a way to communicate with the Bank, as required elsewhere in this Agreement. However, there may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, do not use e-mail. Customers must call us at 615-298-8000. Also, it is important to remember that you cannot use e-mail through the Online Banking Service to either transfer funds between accounts or to conduct transactions, such as paying bills.

No Fourth Capital employee or agent will contact you unsolicited via e-mail or phone requesting your Online Banking PIN/Password/Login ID or any account information. If you are contacted by anyone requesting this information, please contact us immediately at 615-298-8000.

3. Addition of New Services

Fourth Capital may, from time to time, introduce new online services. We may notify you of the existence of these new services when they become available and, if you choose to make use of any new service, you agree to be bound by any terms and conditions regarding the new services that we provide to you.

4. Cancellation and Reinstatement of Online Banking Services

If you wish to cancel any of the Online Banking Services, you may call us, or send us cancellation instructions in writing to Fourth Capital Bank, 10 Lea Avenue Ste 900, Nashville, TN 37210. If you choose to call us, then please contact us at 615-298-8000. In order to reinstate your Online Banking Services, you must call us at the appropriate number as referenced above.

Any Bill Payment(s) already processed before the requested cancellation date will be completed by Online Banking. All Scheduled Payments after the requested cancellation date, including Recurring Payments, will not be processed once Online Banking is cancelled. We may terminate or suspend the Service to you at any time and for any reason. We may terminate the Service to you if you engage in unauthorized transactions or gain unauthorized access to information concerning another individual. We also reserve the right to terminate the Service in the event your service is inactive for a period of 180 days. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

5. Transfer and Payments

We may from time to time, limit the number of, the type, and dollar amounts of any checks, drafts, withdrawals, or transfers made by use of our Online Banking Services, notwithstanding the amount in your accounts. Limits on the number of transactions that may be performed on your Fourth Capital savings or money market accounts are described in the applicable Account Agreement for such accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold is removed. We may, at our discretion, allow your transfers to be paid and create an overdraft on the account. You agree to immediately reimburse us for the amount of the overdraft, and to pay any overdraft charges that may apply to your account, as set forth in your Account Agreement and Disclosures.

You authorize Fourth Capital to withdraw, debit or charge the necessary funds from your designated Fourth Capital account on the date on which you schedule any payment to begin processing or submit a transfer request. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your account(s) at the time of the withdrawal. It is necessary that collected funds be in your account

no later than the business day before your Estimated Payment Date, Estimated Arrival Date, or your Scheduled Transfer Date due to the electronic processing of payments.

6. Communications from Fourth Capital

We will only send information concerning Online Banking Services to the street address and email address you have designated to us (either in your enrollment or previously in other financial arrangements with Fourth Capital) as your primary address. This is done as a security procedure to help ensure the confidentiality of your Online Banking relationship.

7. Recording of Information and Disclosure to Third Parties

The information and e-mail messages you enter through Online Service may be recorded. We may disclose information about your Eligible Accounts, or the transfers, transactions, or payments you perform, to third parties and you hereby authorize those third parties to disclose similar information to us:

- a. where it is necessary for completing transfers or transactions;
- b. in order to verify the existence and condition of your account for a third party such as, for example, a credit bureau, a merchant or another financial institution;
- c. where required by a federal, state, or local law or regulation to do so;
- d. in response to a subpoena or are ordered by a court to do so;
- e. in the investigation or prosecution of alleged fraudulent activity concerning your accounts;
- f. if you give us your permission; or
- g. as may be otherwise authorized in other agreements with us and, for Consumers, as set forth in the Fourth Capital Privacy Policy.

8. Password and Security/Your Liability for Unauthorized Transactions/Errors and Questions

You agree not to give or make available your Password/Login ID or other means to access your account to any unauthorized individuals. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your Password, Secure Access Code, Login ID, and security questions are intended to provide security against unauthorized entry and access to your accounts. You are responsible for all payments you authorize using the Online Banking Services. If you permit other persons to use Online Banking Services or your Password/Login ID or other means to access your account, you are responsible for any transactions they authorize. If you believe that your Password/Login ID or other means to access your account has been lost or stolen or that someone may attempt to use Online Banking Services without your consent or has transferred money without your permission, you must notify us at once by contacting us at 615-298-8000.

For more information on your rights and obligations concerning unauthorized or erroneous Transactions, please refer to Fourth Capital's Electronic Fund Transfers (EFT) Disclosure, provided to you at account opening. If you need another EFT Disclosure, contact us at 615-298-8000, or e-mail us at customersupport@fourthcapital.com.

9. Alterations, Amendments and Termination

This Agreement or any applicable fees and service charges may be changed, altered, or amended by Fourth Capital at any time and from time to time. In such event, Fourth Capital shall provide notice to you. Any use of the Online Banking Service after the effective date of any change in terms will constitute your agreement to such change(s). Further, Fourth Capital may, from time to time, revise or update the applications, services, and/or related material.

Fourth Capital reserves the right to terminate this Agreement. We may terminate this Agreement immediately if you misuse any Online Banking Service.

10. Address or Banking Changes

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made within Online Banking or by contacting us at 615-298-8000. Fourth Capital is not responsible for any payment processing errors or fees incurred if you do not provide accurate Bill Payment Account or contact information. The Consumer Online Banking and Bill Pay Guarantee as it applies to any late payment related charges is void when the error or fees incurred are a result of incorrect information that you have provided to the Online Banking Service.

11. Disputes

In the event of a dispute regarding Online Banking, you and Fourth Capital agree to resolve the dispute by looking to this Agreement. You agree that this Agreement and your Account Agreement are the complete and exclusive statement of the agreement between you and Fourth Capital which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Fourth Capital relating to the subject matter of this Agreement. If there is a conflict between what an employee of Fourth Capital says and the terms of this Agreement, the terms of this Agreement will prevail.

12. No Waiver

Fourth Capital shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Fourth Capital. No delay or omission on the part of Fourth Capital in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

13. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state in which the branch office where you opened your account is located. If you opened your account by mail, telephone or electronically through our Internet website, and we have a branch office in your state of residence, this Agreement is governed by the laws of that state. If we do not have a branch office located in your state of residence and your account was opened by mail, telephone or electronically through our Internet website, this Agreement is governed by the laws of the State of Tennessee. This Agreement is also at all times governed by the laws and regulations of the United States of America. To the extent that the terms of this Agreement conflict

with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE ONLINE BANKING SERVICE. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF OR ACCESS TO SYSTEM, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY.

Exclusions of Warranties

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. ADDITIONAL ONLINE BANKING SERVICES TERMS AND CONDITIONS

1. Consumer's Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Password/Login ID has been lost or stolen. Telephoning is the best way of keeping your possible losses minimized. You could lose all the money in the accounts to which you have access through Online Banking Services, plus your maximum overdraft line of credit or the balance in any other account connected to your account for overdraft protection. In case of errors or questions about Online Banking Service transactions, promptly contact us at 615-298-8000 or send us an e-mail at: customersupport@fourthcapital.com.

For more information on your rights and obligations concerning unauthorized or erroneous Transactions, please refer to Fourth Capital's Consumer Electronic Fund Transfers Disclosure, which is an Account Disclosure, provided to you when you opened your deposit account. If you need another EFT Statement, contact us at 615-298-8000 or e-mail us at customersupport@fourthcapital.com.

a. Disclosure of Account Information to Third Parties

The Fourth Capital Privacy Notice explains how we collect and protect personal information and how and why in certain limited cases we may share such information. Please review such disclosure at www.fourthcapital.com.

b. Service Fees and Additional Charges

Fees are disclosed in our Fee Schedule. You agree to pay promptly all fees and charges related to Online Banking Services and authorize us to charge any of your Fourth Capital accounts for the fees. You are responsible for web access and/or data or text message charges that may be billed by your mobile carrier or related service provider.

Currently no fees are imposed for Consumers using the Online Banking Bill Pay Service. Your deposit account(s) are subject to fees and charges as outlined the Fee Schedule.

C. TERMS AND CONDITIONS FOR TRANSFER FUNDS SERVICE

Fourth Capital is pleased to offer our Transfer Funds Service as a feature of Fourth Capital's Online Banking Service. You may use this Transfer Funds Service to transfer funds between your eligible Fourth Capital accounts, draw funds from your Fourth Capital Line of Credit, or make payments to your Fourth Capital loans. By using the Transfer Funds Service, you agree to be bound by the Terms and Conditions of this Agreement. We suggest that you keep a copy of this Agreement together with your Account Agreement. If you need an additional copy of your Account Agreement, please contact us at 615-298-8000, or e-mail us at customersupport@fourthcapital.com.

1. Transfer Funds Scheduling

a. Transfer Authorization

By providing Fourth Capital with information about Transfer Instructions, you authorize us to follow the Transfer Instructions that we receive through the system.

When Fourth Capital receives a Transfer Instruction, you authorize us to debit/credit your accounts on your behalf.

Fourth Capital will use its best efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- i. If, through no fault of Fourth Capital, your Transfer Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your line of credit account; and/or,
- ii. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

b. Information provided to Us

You agree to provide true and accurate information to Fourth Capital.

c. Transaction limitations

We reserve the right to limit the amount you may debit from your Transfer Account for any given transaction. Additionally, we reserve the right to limit your use of this functionality by imposing limits, hold times, or other measures should we believe that suspicious activity has occurred or may occur or for any other reason in order to preserve the integrity of the Service. Fourth Capital reserves the right to verify any of the information you provide. Other account limitations are outlined in your various Account Agreements. Fourth Capital shall have the right to terminate your use of the Transfer Service, reject or reverse any transactions you initiate, and/or

restrict or condition your right to transfer or receive money at any time and for any reason, including, but not limited to:

- i. Excessive use;
- ii. Using the Service (directly or indirectly) for any unlawful purpose; and/or
- iii. Tampering, hacking, modifying, or otherwise attempting to corrupt the security or functionality of the Service.

2. Initiating Transfers

When Fourth Capital receives a Transfer Instruction, you authorize us to debit your designated Transfer Account and credit funds to the receiving account. Any future dated or recurring transfer scheduled to occur on a non-Business Day will be processed on the following Business Day to the Scheduled Transfer Date. If we learn that you have insufficient funds in the Transfer Account from which you requested, we send money, we will cancel the transfer. If we learn this after the funds have been transferred, you will owe us for, and agree to promptly repay the amount of any shortfall. We may apply funds in your other accounts against the amount you owe us, or we may reverse any transfer made which caused the shortfall.

It is your sole responsibility to provide the correct information to enable us to complete your Transfer Instructions, including but not limited to information concerning the "From Account," "To Account," dollar amount, and dates. Fourth Capital is not responsible for Transfers made to unintended accounts, or for the failure of a Transfer, due to the input of incorrect information by you.

3. Modifying or deleting Transfer(s)

Once processed, Transfers cannot be modified or cancelled. You may modify or cancel transfers that have not yet been processed.

D. DEPOSIT ONLY TRANSFERS

The deposit only transfers feature allows you to electronically transfer funds from your personal checking or savings account at Fourth Capital ("Eligible Account") to another checking or savings account at Fourth Capital owned by someone else.

E. EXTERNAL TRANSFER SERVICE

The External Transfer Service is a feature of Fourth Capital's Online Banking. This Service allows you to electronically transfer funds from your personal checking or savings account at Fourth Capital ("Eligible Account") to an enrolled personal checking or savings account that you own at another U.S. financial institution ("External Account"). You can also electronically transfer funds from an External Account to your Eligible Transfer Account at Fourth Capital. If you have Business Accounts under your personal banking Login ID, you will not be eligible for the External Transfer Service.

1. Authorization and Termination of External Transfers

You (a) represent and warrant that you are an owner of that External Account (and you are authorized by any other owner(s) of the External Account to enroll and make External Transfers from that account); and (b) authorize Fourth Capital to initiate debit and/or credit transactions on the External Account based on instructions entered through Fourth Capital's Online Banking Service, or to correct any errors that Fourth Capital identifies.

Your authorizations to Fourth Capital regarding any External Account will remain in full force until you terminate External Account Services for that specific account or all your External Accounts as provided herein in the section entitled "Termination of External Account Services."

2. Enrollment of an External Account

You will need to enroll an External Account before you can transfer funds to or from that External Account. To enroll, you must have the following information.

- a. Account number;
- b. the ABA Routing for the external financial institution;
- c. whether the External Account is a checking or savings account

By enrolling an External Account, you authorize Fourth Capital to initiate a group of small transactions ("Micro-Deposits") that you, the owner of that External Account must verify within 14 days through the Online Banking Service. Fourth Capital reserves the right to reverse or debit the Micro-Deposits once the enrollment process has been completed. The External Account(s) will appear as an available account when creating Transfers.

Fourth Capital reserves the right to reject an enrollment request for any reason, including without limitation potential fraud or misuse, limitations as outlined by the United States Department of the Treasury's Office of Foreign Assets Control, or an incomplete enrollment. You agree to enroll only Personal Accounts (business, corporate, or organization accounts are NOT allowed).

3. Ineligible External Accounts

Not all types of accounts are eligible for External Transfer Service. You may be subject to penalties by the other financial institution, or may suffer negative tax consequences, for certain transactions involving retirement (401k, IRA, HSA, etc.), savings, money market accounts, certificates of deposit, trusts, loans, custodial, business, corporate and other types of accounts. It is your responsibility to verify with the external financial institution any restrictions regarding transfers to or from any External Account that you enroll. Fourth Capital is not responsible for direct, indirect, special or consequential costs, fees, losses, penalties, or other damages resulting from External Transfers that are not permitted under restrictions of other financial institutions or those imposed by applicable laws and regulations.

4. External Account Number Accuracy

Fourth Capital is not obligated to validate any External Account number that you provide in the enrollment process. It is your responsibility to ensure you enter a valid and correct External Account number. External Transfers sent to invalid or incorrect account numbers may not be recoverable. If you provide an invalid or incorrect External Account number, Fourth Capital will NOT be responsible for returning funds due to an unrecoverable External Transfer.

5. Transferring to an External Account

All External Transfers to enrolled External Accounts are subject to the rules and regulations of the other financial institution. You agree not to transfer any funds to an External Account where the External Transfer would not be allowed under the rules or regulations applicable to such accounts. You agree to obtain any and all permissions required by the other financial institution prior to transferring funds to an External Account.

When you create an External Transfer to an External Account, the funds on the Scheduled External Transaction Processing Date of the transaction will take one to three Business Days for the transactions to post to your account.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Accounts to make any transfer you request that we make on your behalf through the External Transfer Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the transfer and the transfer is not completed or is later reversed or if your financial institution does not permit the transfer or the transfer would exceed the credit limit on any applicable overdraft line.

You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making a transfer or if the Fourth Capital website was not working properly and you knew about the breakdown when you started the transfer.

We may at any time decline to affect any transfers that we believe may violate applicable law, or where there is insufficient funds in your Account to affect any requested transfer.

Additionally, we reserve the right to limit your use of this functionality by imposing limits, hold times, or other measures should we believe that suspicious activity has occurred or may occur or for any other reason in order to preserve the integrity of the External Transfer Service. We may terminate the External Transfer Service to you if you engage in unauthorized transactions. Fees may apply to any of the above actions. Please refer to your Fourth Capital Bank EFT Disclosure and deposit agreement. If any External Transfers to an External Account are returned to Fourth Capital for any reason, Fourth Capital will return the funds, within a reasonable time, to your Eligible Account.

6. Transferring From an External Account

All External Transfers from External Account(s) are subject to the rules and regulations of the other financial institution. You agree not to transfer any funds from an External Account where that transaction would not be allowed under the rules or regulations applicable to such account. You agree to obtain any and all permissions required by the other financial institution prior to transferring funds from an External Account. If any External Transfer from an External Account is rejected or returned, you authorize Fourth Capital to collect from any of your Fourth Capital accounts sufficient funds to cover the transaction and all related fees. If funds are not available from any of your Fourth Capital accounts, you agree to promptly reimburse Fourth Capital for the amount of the return along with applicable service fees, accrued interest, collection fees, and/or legal fees.

7. Transfer Timing and Settlement

Transfers to or from External Accounts generally take between one and three Business Days to settle. This means immediate Transfers may take up to three Business Days before funds have actually transferred. This also

means that Scheduled Transfers, both one-time and recurring, will also settle one to three days after the scheduled date.

8. Canceling Specific Funds Transfers

You may order us to stop payment on a one-time or recurring transfer three business days or more before the Scheduled External Transfer Processing Date by contacting us through the methods set forth in the section labeled Termination of External Transfer Service. Please refer to our Electronic Transfer Disclosure (EFT Statement) regarding your rights and obligations regarding stop payments. Please refer to our schedule of fees regarding stop payment fees.

One-time or recurring transfers that are requested to begin processing on the next available business day may or may not be cancelled, depending upon when the transfer is requested and whether our service provider has begun processing the transfer. The status of a transfer may always be verified by viewing the Online Activity screen within Online Banking. If the status of the transfer shows as 'scheduled' next to the transfer, then that particular transfer may be cancelled.

9. Termination of External Transfer Service

If, at any time, you wish to terminate your use of the External Transfer Service for any or all enrolled External Accounts, you will need to discontinue use of the External Transfer Service and immediately cancel any scheduled transactions, whether one-time or recurring transactions. You may cancel transactions that are not in-progress via the following methods:

- a. Through Fourth Capital Online Banking; and/or
- b. Telephone us at 615-298-8000; and/or
- c. Via email to customersupport@fourthcapital.com; and/or
- d. Write us at:

Fourth Capital Bank
Online Banking Services
10 Lea Avenue
Nashville, TN 37210

Termination of the External Transfer Service with an External Account may be requested by you, or by any other owner or person presenting ownership of that External Account. Notwithstanding your termination of the External Transfer Service, this Agreement will continue to govern any transactions that cannot be canceled at the time of your termination. Fourth Capital reserves the right to terminate your access, or any access, to this External Transfer Service, to cancel any and all transactions, and remove any or all enrolled External Account for any or no reason, including without limitation fraud, misuse, kiting, ACH transaction rejects and returns, or any unauthorized access or use of the External Transfer Service.

10. External Transfer Limits

For security purposes, Fourth Capital establishes limits on the amount of funds transfers that can be made during any one day. External Transfers are currently limited to a daily aggregate of \$50,000 for External Transfers to and from your Eligible Accounts. We reserve the right to change from time to time the dollar

amount of the transfers you are permitted to make using the External Transfer Service. See your Fourth Capital Bank Deposit Agreement for details.

11. In Case of Errors or Questions about Your External Transfers

Please contact our Online Support Team at 615-298-8000 or e-mail us at customersupport@fourthcapital.com in regard to errors or questions about your External Transfers. You may also write to us at any of the addresses listed at the end of this agreement.

12. External Transfer Fees

There is currently no fee charged by Fourth Capital for enrolling in the External Transfer Service, or for making an External Transfer. However, there may be fees charged by the external financial institution for ACH transactions involving an External Account. You should check with your other financial institution for any such fees.

13. Changes to Fees or Other Terms

We reserve the right to change the fees or other terms described above as set forth in the Online Banking Services Agreement.

F. MOBILE DEPOSIT SERVICE

Mobile Deposit is designed to allow you to make deposits of checks (“original checks”) to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information (“images”) to us or our processor with your Mobile Device. After you login to Mobile Banking, you may apply for Mobile Deposit.

1. Limits.

We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

2. Eligible items.

You agree to scan and deposit only checks (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand.) You agree that you will not use Mobile Deposit to deposit: Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you). Checks payable to you and another party who is not a joint owner on the account. Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.

3. Requirements.

Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must

meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and “for mobile deposit only” along with your account number. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

4. Receipt of Deposit.

All images processed for deposit through Mobile Deposit will be treated as “deposits” under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive. Following receipt, we may process the image by preparing a “substitute check” or clearing the item as an image. We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

5. Original checks.

After you receive confirmation that we have received an image, you must securely store the original check for 60 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

6. Returned Deposits.

Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

7. Your Warranties.

You make the following warranties and representations with respect to each image: Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check. The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate. You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid. There are no other duplicate images of the original check. The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check. You are authorized to enforce and obtain payment of the original check. You have possession of the original check, and no party will submit the original check for payment. With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation, or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

8. Compliance with Law.

You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules, and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

9. Mobile Deposit Security.

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

10. Your Responsibility.

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect, or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, including but not limited to Fiserv, retain all rights, title and interests in and to the Services, Software and Development made available to you.

11. Accountholder's Indemnification Obligation.

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement. You understand and agree that you are required to

indemnify our technology partners, including but not limited to Fiserv, and hold harmless Fiserv, its affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to this institution or End User's use of the Services, Fiserv Applications, unless such claim directly results from an action or omission made by Fiserv in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

12. DISCLAIMER OF WARRANTIES.

YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

13. Financial Information.

You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

G. ALERTS SERVICE

Fourth Capital's Alert Service enables you to receive notices from time to time concerning available balance, certain transaction information and other information relating to your Fourth Capital account(s) which are eligible for the service. You may select the type of alert you wish to receive and the method of delivery of the alert for one or more of your Eligible Accounts. By using the Alerts Service, you acknowledge that you are aware of and agree to abide by the following terms and conditions:

1. Set Up.

Alerts allow you to request and receive messages regarding certain activity in your accounts with Fourth Capital that are eligible for the service. We will send Alerts to you based upon the instructions you provide to us. Changes to your instructions must be received and recorded by Fourth Capital. You hereby acknowledge and accept that Alerts are sent to you without being encrypted and may include your name and information pertaining to your Fourth Capital account(s). You authorize Fourth Capital to deliver information to the contact

information you provide to us, even though a person not an owner on your account may access the message (such as someone who can open your e-mails or access your wireless device). You may elect to receive alerts through an e-mail account that is accessed via a personal computer connection or by a text-enabled phone or other wireless communications device. Fourth Capital's Alerts may be affected by the terms and conditions of your agreement(s) with your telephone carrier and/or internet service provider. It is your responsibility to determine if your cellular phone service provider supports text messaging and your telephone is capable of receiving text messages. You are responsible for any fees imposed due to your use of Alert by your telephone service or Internet service provider. If you have directed us to communicate with you at a cell phone or other wireless communications device, you consent to receiving alerts at such cellular or other wireless communications device and you acknowledge that you may incur a charge from your cellular or other communications service provider for the communication of the alert.

2. Liability.

You acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your communications service provider(s) and other factors outside our control. We neither guarantee the delivery or the accuracy of the contents of Alerts. You agree to not hold liable Fourth Capital, its directors, officers, employees and agents for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from:

- a. non-delivery, delayed delivery, or the misdirected delivery of Alerts;
- b. inaccurate or incomplete content in Alerts; or
- c. your reliance on or use of the information provided in an Alert for any purpose.

Fourth Capital provides Alerts as a convenience to you for information purposes only. Alerts do not constitute a bank record for the account to which it pertains. Fourth Capital reserves the right to terminate Alerts at any time without prior notice to you. Fourth Capital also reserves the right to begin charging a fee for the service after providing to you notice of the fee. Nothing contained herein shall amend, supersede, or nullify anything contained in any other agreement you have made with Fourth Capital. We may add new alerts from time to time or eliminate existing alerts. If you have opted to receive an alert that is to be eliminated, we will notify you of the cancellation of an alert or other discontinuance of service. You agree that we may provide all notifications concerning changes to the service by electronic means, which may include posting any changes on the Online Banking welcome page.

H. OTHER GENERAL PROVISIONS

1. Password and Security

You agree not to give or make available your Password or other means to access your account to any unauthorized individuals. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your Password, Secure Access Code, Login ID, and security questions are intended to provide security against unauthorized entry and access to your accounts. You are responsible for all Transfer Instructions you authorize using the Service. If you

permit other persons to use the Service or your Password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your Password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by contacting us at 615-298-8000.

2. Touch Authentication

Touch authentication for the Mobile Banking application allows you the option to authenticate into the Mobile Banking session using Touch ID in place of your login ID and password. Fingerprints are encrypted and stored on the device only and are not made available to any other service providers, including Fourth Capital Bank. It is recommended that you do not allow any other individual's fingerprints to be enrolled on the device while using this feature. If this is allowed, you understand that the individual(s) whose fingerprints are stored on the device may have the ability to authenticate in your Mobile Banking session and have access to sensitive data and account functionality. You hold full responsibility for any access granted to your mobile sessions.

3. Your Liability for Unauthorized Transfers/Errors and Questions

For Consumer deposit accounts or consumer Lines of credit accounts, Fourth Capital's Electronic Fund Transfers Disclosure, provided to you at account opening, details your rights and obligations when an unauthorized transaction has occurred.

4. Disclosure of Account Information to Third Parties

The Fourth Capital Consumer Privacy Notice explains how we collect and protect personal information and how and why in certain cases we may share such information. Please review such disclosure at www.fourthcapital.com.

5. Service Fees and Additional Charges

Currently no fees are imposed for using the Transfer Service. For all customers, your deposit account(s) are subject to fees and charges as outlined the Schedule of Service Charges and Fees. Your internet service provider and telephone companies may impose charges for the services they provide so that you may have Internet access.

6. Failed Transactions

In using the Service, you are requesting Fourth Capital to make transfers for you from your Transfer Account. If we are unable to complete a transaction for any reason associated with your Transfer Account or credit account (for example, there are insufficient funds in your Transfer Account to cover the transaction, or your credit account is closed), the transaction will not be completed.

It is your responsibility to check the balance of the receiving account after a Transfer has been made to confirm that such Transfer occurred.

7. Stop Payment Requests

You may initiate Online Stop Payment Requests online only for paper checks you have written (non-electronically) on your bank accounts. To be effective, this type of stop-payment request must precisely identify the name of the Payee, the check number, the amount, and the date of the check.

If you make your Online Stop Payment Request online or by telephone, you will incur stop payment charges as disclosed in the current fee schedule for the applicable account.

8. Service Termination, Cancellation or Suspension

In the event you wish to cancel the Service, you may contact customer service via one of the following:

- a. Telephone us at 615-298-8000; and/or
- b. Via email to customersupport@fourthcapital.com; and/or
- c. Write us at:

Fourth Capital Bank
Online Banking Services
10 Lea Avenue
Nashville, TN 37210

All Transfer(s) initiated before the requested Service cancellation date will be completed by the Online Banking Service. **All Scheduled Transfers, including recurring transfers, will not be processed after the requested cancellation date.**

Fourth Capital may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

I. ONLINE DELIVERY OF BANKING STATEMENTS

1. Introduction

Fourth Capital is pleased to offer our Online Banking Statement Service as a feature of Fourth Capital's Online Banking Service. You may use this Online Banking Statement Service to receive and view account statements online and cancel paper statements if you so choose. Further details concerning the Online Banking Statement Service are provided below. The provisions of this agreement are applicable upon enrollment and activation for the Fourth Capital Bank Online Statement and Notice service. By agreeing to these terms and conditions you are enrolling into a program that allows you to receive your statements and notices electronically. Please note that your receipt of online statements does not alter your obligation to review your statements promptly and notify the bank of any errors or concerns. Additionally, by consenting to receive online statements you are also agreeing to receive other electronic notices, disclosures, and communication; delivery of some disclosures, however, does not require the bank to deliver all disclosures electronically.

2. Statements Available Electronically

By agreeing to this consent form, you may receive one or more of the following documents electronically:

- a. Checking Statement
- b. Savings Statement
- c. Money Market Statement

- d. Loan Statement
- e. Notices
- f. Other documents made available electronically by Fourth Capital Bank

3. Applicable Fees

Online statements are free of charge. Other fees are documented in the applicable Consumer Fee Schedule. Prices and services are subject to change from time to time. There is no fee to withdraw your consent to online statements and again receive paper statements;

4. Withdrawal of This Consent

You may withdraw this consent at any time after submission by calling us at **615-298-8000** or by un-enrolling in the Online Banking Service. To un-enroll via the Online Banking System, click the 'Services' link then select the "Statement Delivery" option and choose the accounts you wish to un-enroll. When you withdraw consent, you will again receive paper statements and notices for the selected accounts. Fourth Capital Bank reserves the right to terminate the electronic delivery of the online statement at its sole discretion. If electronic delivery ceases, then paper delivery will resume to the street address we have on record for the account.

5. System Requirements

To receive the requested statements electronically, at a minimum, you will need:

- a. A web browser with 128-bit encryption (such as Internet Explorer version 9.x or higher).
- b. Access to a printer or the ability to download information (which will require sufficient hard-drive space) in order to keep copies for your records.
- c. Adobe Acrobat Reader 10.0 or higher

6. Statement Delivery

With the Online Statement and Notice service, you may request the convenience of receiving your statement(s) and notices electronically at Fourth Capital Bank's Online Banking web site. Discontinuation of paper statements will eliminate delivery of the paper statement and check images that may be enclosed with that statement. If you select and activate this option, you must then log on to Fourth Capital Bank's secure Online Banking web site using your Online Banking password and user ID to review the new statement. You agree that our posting of the statement at the Online Banking web site constitutes delivery of the statement to you. You agree to log on to the Online Banking web site to review your statements and notices.

Both PDF and HTML versions of the statement and notice will be made available. Some marketing and promotional materials may not be available with the online statement. Your statement and notice, together with any legal notices about your account, will remain available online for up to 12 months. You may also print the statements or download to your own system. The electronic version of the statement will be the legal statement of record. It is your responsibility to maintain a working User ID and Password to enable you to sign on to Fourth Capital Bank's Online Banking service to view your statements and notices. If you need assistance with your User ID or Password, you can call us at 615-298-8000 or send us an e-mail at customersupport@fourthcapital.com between 8:00 am and 5:00 pm CST Monday through Friday.

7. **Electronic Notification**

In order to deliver notifications of new statements and notices, you must notify us of any change in your e-mail address(es). You can change the e-mail address(es) for the statement and notice notification at any time by accessing and editing your Preferences within the Online Banking website. Fourth Capital Bank is not responsible for e-mail delivery failures beyond our control, including, but not limited to, Internet Service Provider outages, hardware or software failures, interruption of telephone service, telecommunications facilities, or interference from an outside source. Depending upon your computer's spam filter, you may wish to add alerts@fourthcapital.com to your e-mail address book.

8. **Combined Statements**

Each account is presented separately in its electronic format. If you receive a combined paper statement for your accounts and you want to receive Online Statements only for all of your accounts, you must enroll each account for the service. If you do not select to receive an Online Statement only for each account on a combined statement, you will continue to receive a paper statement for those accounts that you did not enroll.

9. **Joint Accounts**

If the account(s) for which you wish to receive online statements and notices is a joint account, you agree that transmission of any e-mail notice to the e-mail address(es) that have been supplied for that account constitutes fulfillment of Fourth Capital Bank's notification obligations (if any) on behalf of all account owners. All joint owners will be able to access the statements and notices for activated accounts through Fourth Capital Bank's Online Banking service, and the consent of a single account owner is sufficient to activate the account. By viewing the online statement or notice of a previously activated account, you agree to the terms and conditions of this section.

J. **COMMUNICATION BETWEEN BANK AND YOU**

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

E-mail -You can contact us by e-mail at customersupport@fourthcapital.com (Please note that E-mail is not a secure form of communication. Take the necessary precautions to not include confidential information). **Telephone** - You can contact us by telephone at 615-298-8000. **Postal Mail** - You can write to us at:

Fourth Capital
Online Banking Services
10 Lea Avenue
Nashville, TN 37210

In Person - You may visit us in person at any one of our branch locations.

www.fourthcapital.com

615-298-8000

IV. BILL PAYMENT & ZELLE® PAYMENT SERVICES Terms and Conditions (Last updated June 1, 2021)

A. GENERAL TERMS FOR EACH SERVICE

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and Fourth Capital Bank (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

3. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

4. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: **10 Lea Avenue, Nashville, TN 37210**. We may also be reached at **615-298-8000** for questions and other purposes concerning the Service. We will act on your telephone calls as

described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. For more information about Bill Payment & Privacy. See Checkfree's policy at <https://www.checkfreepay.com/en/privacy>.

11. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

13. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of

any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

15. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

16. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

17. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions 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.

18. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

19. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business

relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

21. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 - 1. Tell us your name;
 - 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 - 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

24. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

25. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve

the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

27. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

28. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

29. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. **BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.**

30. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

31. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542,

which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

32. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

33. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

34. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

35. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

B. BILL PAYMENT SERVICE ADDITIONAL TERMS

1. Description of Service. The term "Bill Payment Terms" means these Bill Payment Service Additional Terms. The bill payment service (for purposes of these Bill Payment Terms, and the General Terms as they apply to these Bill Payment Terms, the "Service") enables you to receive, view, and pay bills from the Site.

2. Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-

Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft check drawn on your account, the draft check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft check, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

3. The Service Guarantee. Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with Section 2 of the Bill Payment Terms (Payment Scheduling).

4. Payment Authorization and Payment Remittance. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

5. Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

6. Stop Payment Requests. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer care for the Service in the manner set forth in Section 22 of the General Terms above. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

7. Exception Payments Requests. Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section 3 of the Bill Payment Terms) does not apply to Exception Payments.

8. Bill Delivery and Presentment. The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

1. Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
2. Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
3. Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service’s records and the Biller’s records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.
4. Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any

changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.

5. Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
6. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
7. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
8. Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
9. Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
10. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

9. Disclosure of Account Information to Third Parties. It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy (as further described in Section 10 (Your Privacy) of the General Terms), in addition to the circumstances set forth in Section 20 of the General Terms (Information Authorization):

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;

4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

10. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient fees in the Billing Account.

11. Biller Limitation. The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you, as set forth in Section 13 of the General Terms (Prohibited Payments).

12. Returned Payments. In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

13. Information Authorization. In addition to Section 20 of the General Terms (Information Authorization), you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

14. Bill Capture. The following Bill Capture terms and conditions in this Section 14 (Bill Capture) only apply to Bill Capture (as defined below). If Bill Capture is not available to you within our mobile banking application, then this Section 14 (Bill Capture) does not apply.

Bill Capture. Your use of our mobile banking application may include the ability to add bill payment payees by utilizing your mobile phone to take pictures of your paper bills ("Bill Capture"). Once you take the picture, Bill Capture extracts and prefills Biller information such as the name, address and account number of the Biller into our mobile banking app for use with the Service, or matches the bill to an existing Biller and prefills the amount due and due date. Bill Capture is subject to the following terms:

1. You shall use Bill Capture only for your own use in accordance with the terms of this Agreement;
2. We do not guarantee that your mobile device will be compatible with Bill Capture; and
3. You bear sole responsibility for confirming that the information captured by Bill Capture matches the information on the applicable bill pay stub, and in no event will we be liable for any results from your use of extracted data from Bill Capture with the Services, including, without limitation, any late fees for payments sent to an improper Biller or improper account.

15. **Bill Discovery.** The following Bill Discovery terms and conditions in this Section 15 (Bill Discovery) only apply to Bill Discovery (as defined below). If Bill Discovery is not available to you from our Site, then this Section 15 (Bill Discovery) does not apply.

Bill Discovery. The bill discovery feature (“Bill Discovery”) enables the automatic searching, identification, and retrieval of information about your Billers and bills based on matching information about your identity. In order to enable Bill Discovery, you will need to authorize the Service to access and use information from your consumer report from a credit bureau and/or our Biller network in order for Bill Discovery to identify potential matches. By providing your consent within the Bill Discovery portion of the Site, you authorize the Service to access and use such information until you withdraw your consent. You may withdraw your consent within the Bill Discovery portion of the Site at any time. If Bill Discovery has identified Biller matches, the Service will allow you to add these Billers to your user profile. New Billers added through Bill Discovery are subject to Section 8 (Bill Delivery and Presentment) of the Bill Payment Terms.

16. Definitions.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.

"Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

"Payment Instruction" is as defined in Section 36 of the General Terms, and is further defined as the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

C. ZELLE® PAYMENT SERVICE

1. Description of Services.

- a. We have partnered with the *Zelle* Network® (“*Zelle*”) to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers (“*Zelle* Payment Service,” as further described below). *Zelle* provides no deposit account or other financial

services. *Zelle* neither transfers nor moves money. You may not establish a financial account with *Zelle* of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. The term “Zelle and Other Payment Terms” means these Zelle and Other Payment Services Additional Terms.

- b. In addition to the Zelle Payment Service, we provide other payment services under these Terms of Service. First, these additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via *Zelle*. Second, outside *Zelle*, we allow you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one (1) year. Third, outside *Zelle*, we enable you to establish a recurring series of payments to a payment recipient for which processing shall be initiated on dates you specify. These three payment services and any other payment services that we provide under these Zelle and Other Payment Terms are referred to as “Other Payment Services” in these Zelle and Other Payment Terms. Although future-dated payments and recurring payments are outside *Zelle*, we may ultimately send those transactions via *Zelle* when the applicable date of payment arrives, in which case the applicable payment transaction is part of the Zelle Payment Service, not the Other Payment Services. The term “Zelle and Other Payment Services” means the Zelle Payment Service and the Other Payment Services.
- c. The Zelle and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Site, such as the *Zelle* mobile handset application (“Zelle Standalone Locations”) and if you choose to initiate or receive a payment at a Zelle Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the “terms of use” for the Zelle Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle’s* control. Live customer service generally will be available Monday through Friday, excluding US financial institution holidays.
- d. The Zelle Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle and Other Payments unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network’s specifications.

2. Payment Authorization and Payment Remittance.

- a. Section 12 of the General Terms do not apply to the Zelle Payment Service. When you enroll to use the Zelle Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section 13 of the General Terms, you agree that you will not use the Zelle and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle and Other Payment Services to request money from anyone for any such payments.
- b. This Section 2(b) does not apply to the Zelle Small Business Service (to the extent made available by us). The Zelle and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Payment Service if we believe that you are using the Zelle Payment Service for business or commercial purposes.
- c. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Payments.” If at any time while you are enrolled, you do not send or receive money using the Zelle Payment Service for a period of 18 consecutive months, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Payment Service until you enroll again. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with *Zelle*. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with *Zelle*. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with *Zelle*.
- d. When you enroll with *Zelle*, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. If we allow you to enroll the debit card we issue to you with the Zelle Payment Service, then the debit card must be issued in conjunction with a United States domestic deposit account, not a United States territory-based account. By providing us with names and mobile telephone numbers, email addresses of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you

authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

- e. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- f. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- g. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
 - 1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
 - 2. The Zelle and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
 - 3. The payment is refused as described in Section 6 of the Zelle and Other Payment Terms below;
 - 4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
 - 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- h. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle and Other Payment Services (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

3. Sending Payments.

- a. You may send money to another User at your initiation or in response to that User's request for money. You understand that use of the Zelle and Other Payment Services by you shall at all times be subject to

(i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in *Zelle*. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to not enroll in *Zelle*. For the Zelle Payment Service, you may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Payment Service. As to the Zelle Payment Service, if the person you sent money to has already enrolled with *Zelle*, either in the Zelle Standalone Locations or with a Network Financial Institution, then the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. Cancellation is addressed more generally as to the Other Payment Services in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via *Zelle*. Via the Other Payment Services, you may also initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (b) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.

- b. Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver does not bank at a Network Financial Institution and has not yet enrolled in *Zelle*, then the Zelle Payment Service will contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a Zelle Standalone Location and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in *Zelle*, then the Zelle Payment Service will contact the Receiver regarding enrollment in *Zelle* and receipt of payment. If the Receiver has already enrolled in *Zelle*, then the Receiver will receive a message regarding your payment.
- c. Via the Other Payment Services, we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via *Zelle*. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 22 of the General Terms (Errors, Questions, and Complaints).
- d. In most cases, when you are sending money to another User using the Zelle Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either via a Zelle Standalone Location or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with *Zelle*, or otherwise ignore

the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification). We have no control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.

- e. For the Other Payment Services and those Zelle Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. As part of the Other Payment Services, if you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in *Zelle*. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.
- f. As to Recipients who have not yet enrolled with *Zelle*, you acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

4. Receiving Payments.

- a. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address, mobile phone number, or *Zelle* tag enrolled with the Zelle Payment Service, you have no ability to stop the transfer. Other Payment Service payments may be cancelled by the Sender as set forth in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. By using the Zelle Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle Payment Request, if applicable) using the Zelle Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle Payment Request, he, she or you can do that from the Site or from an

Eligible Transaction Account at a financial institution that participates in the Zelle Payment Service or at a Zelle Standalone Location. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

- b. For the Zelle Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Financial Institutions, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle Payment Requests, from others through the Zelle Payment Service.
- c. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

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

In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any Zelle Payment Request that you send that is related to overdue or delinquent amounts. You agree to receive Zelle Payment Requests from other Users, and to only send Zelle Payment Requests for legitimate and lawful purposes. Zelle Payment Requests are solely between the Requestor and recipient and are not reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but

assume no obligation, to terminate your ability to send Zelle Payment Requests in general, or to specific recipients, if we deem such Zelle Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a Zelle Payment Request using the Zelle Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Zelle Payment Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Zelle Payment Request may not receive, or otherwise may reject or ignore, your Zelle Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a Zelle Payment Request.

Zelle Small Business Service Users may not send Zelle Payment Requests to Users enrolled with *Zelle* through Zelle Standalone Locations.

6. Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services. Zelle Payment Service payments can only be cancelled in the limited circumstances set forth in Section 3(a) (Sending Payments) above. This Section only applies to the Other Payment Services, not Zelle Payment Services. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in *Zelle* will be automatically cancelled fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

7. Consent to Emails and Automated Text Messages. Section 8 (Text Messages, Calls and/or Emails to You) of the General Terms does not apply to Zelle Payment Services. By participating as a User, you represent that you are the owner of the email address, mobile phone number, *Zelle* tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number, *Zelle* tag and/or other alias to send or receive money as described these Zelle and Other Payment Terms. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, *Zelle* may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees, as message and data rates may apply.

- b. You will immediately notify us if any email address or mobile number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
- e. To cancel text messaging from us, send STOP to 767666. For help or information regarding text messaging, send HELP to 767666 or contact our customer service at 615-298-8000 You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
- g. Your phone service provider is not the provider of the Zelle and Other Payment Services. Users of the Zelle Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

8. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Zelle and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle and Other Payment Services or Site. Additional fees may apply for small business Users enrolled in the Zelle Small Business Service. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Zelle Payment Requests, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Zelle and Other Payment Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

9. Refused Payments. We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

10. Returned Payments. In using the Zelle and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in *Zelle*. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle Payment Service.

11. Consent to Share Personal Information (Including Account Information)

In addition to Section 20 (Information Authorization) of the General Terms, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a. As necessary to resolve a problem related to a transfer or payment between you and another User;
- b. To verify the existence of your bank account, or debit card, as applicable;
- c. To comply with government agency or court orders;
- d. To our affiliates, as permitted by law;
- e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- f. To comply with inquiries in connection with fraud prevention or any investigation;
- g. For our general business purposes, including without limitation data analysis and audits; or
- h. As otherwise permitted by the terms of our Privacy Policy.

12. Wireless Operator Data.

In addition to Section 20 (Information Authorization) of the General Terms, you acknowledge that we or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Zelle Payment Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use or disclose information related to your wireless subscriber account (such as your mobile number, name, address, email, network status, customer type, mobile device identifiers and other device and subscriber status information) to us or our Service Providers, which they may use for the duration of our business relationship, solely to verify your identity and help prevent fraud. See *Zelle's* Privacy Policy at <https://www.zellepay.com/privacy-policy> for how it treats your data. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

13. Liability.

Subject to our obligations under applicable laws and regulations, neither we nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the Zelle Payment Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. *ZELLE* DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

14. Disclaimer of Warranties

Section 33 (Exclusions of Warranties) of the General Terms does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, *ZELLE* MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE PAYMENT SERVICE. *ZELLE* EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE PAYMENT SERVICE. *ZELLE*

DOES NOT WARRANT THAT THE ZELLE PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE PAYMENT SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

15. Limitation of Liability

Section 34 (Limitation of Liability) of the General Terms does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR *ZELLE* HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE PAYMENT SERVICES.

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

16. Indemnification

Section 30 (Indemnification) of the General Terms does not apply to Zelle Payment Services. You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney’s fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle Payment Service, or any violation by you of the terms of this Agreement.

17. Use of Our Online Banking Site and/or Mobile App

You agree to access the Site in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.

18. Your Liability for Unauthorized Transfers

Section 16 (Your Liability for Unauthorized Transfers) of the General Terms shall not apply to the Zelle Payment Service. Immediately following your discovery of an unauthorized Zelle Payment Service Payment Instruction, you shall communicate with customer care in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to

you. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

When you give someone your password or other means to access your account through which you access the Zelle and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

Note: These liability rules only apply to Eligible Transaction Accounts used for personal, family and household purposes.

19. Content Standards; *Zelle* Tags

- a. Content Standards: You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle Payment Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with *Zelle*, as determined by *Zelle* in its sole discretion; or (f) in *Zelle's* or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle Payment Service, or which may expose us, *Zelle* or our respective affiliates or customers to harm or liability of any nature.
- b. Although neither we nor *Zelle* have any obligation to monitor any content, both we and *Zelle* have absolute discretion to remove content at any time and for any reason without notice. We and *Zelle* may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle Payment Service, you may be exposed to content that is offensive, indecent, or objectionable. We and *Zelle* are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and *Zelle* make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle Payment Service.
- c. The Zelle Payment Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your "*Zelle* tag." You will be limited to one *Zelle* tag per bank account, and each *Zelle* tag must have one U.S. mobile phone number or email address associated with it. Your *Zelle* tag must meet the Content Standards. You may not select a *Zelle* tag that misleads or deceives other Users of the Zelle Payment Service as to your identity, or otherwise. Although neither we nor *Zelle* have any obligation to monitor User *Zelle* tags, both we and *Zelle* have absolute discretion to remove a User *Zelle* tag at any time and for any reason without notice. We and *Zelle* may require you to change your *Zelle* tag in our sole discretion, and we may elect to make a *Zelle* tag unavailable to you, without any liability to you. We and *Zelle* may also monitor User *Zelle* tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle Payment Service, you may be exposed to a *Zelle* tag that is offensive, indecent, or objectionable. We and *Zelle* are

not responsible for, and assume no liability, for any User *Zelle* tags, including any loss or damage caused thereby. We and *Zelle* make no representation or warranty that a User *Zelle* tag accurately identifies a particular User of the Zelle Payment Service. We respect the intellectual property of others and require that users of the Zelle Payment Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Zelle Payment Service that is subject to intellectual property rights claims.

20. Definitions.

"Network Financial Institutions" means financial institutions that have partnered with *Zelle*.

"Receiver" is a person or business entity that is sent a Payment Instruction through the Zelle and Other Payment Services.

"Requestor" is a person that requests an individual to initiate a Payment Instruction through the Zelle Payment Service.

"Sender" is a person or business entity that sends a Payment Instruction through the Zelle and Other Payment Services.

"User" means you and others who are enrolled directly with *Zelle* or enrolled with another financial institution that partners with *Zelle*.

"Zelle Payment Request" means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle Payment Service.

"Zelle Small Business Service" means functionality, to the extent made available by us, that enables a small business User to (i) send Zelle Payment Requests through the Zelle Payment Service, and (ii) send and receive Payment Instructions through the Zelle and Other Payment Services. Users that access the Zelle and Other Payment Services through a business account shall be classified as Zelle Small Business Service Users. The Zelle Small Business Service is included in the definition of "Zelle Payment Service".

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