



# Online Banking and Digital Services Agreement

Updated May 2024

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## I. General Description of Agreement

### A. What the Agreement Covers

This Online Banking and Digital Service Agreement (“Agreement”) contains the terms and conditions governing use of the online banking and digital services offered by Central Bank. Central Bank’s online banking and digital services include those provided directly by the Bank and those services of Service Providers made available to you through the Site (collectively the “Services”). If you are using the Services solely for business purposes, certain provisions of this Agreement will not apply to you because such provisions apply only to Bank’s customers who establish accounts primarily for personal, family, or household purposes (“Consumer Customers”). The Services provide access to your deposit accounts and any other Bank accounts (collectively, “Accounts”) via the Internet, and, for certain Services, via a mobile phone or mobile device that allows text messaging or a mobile phone or other mobile device equipped with an Internet web browser. This Agreement also includes certain disclosures required by the Electronic Funds Transfer Act and the Consumer Financial Protection Bureau’s Regulation E regarding Consumer Customer accounts, which are found in Section V. below. Those provisions apply to you only if you are a Consumer Customer.

### B. Introduction

This Agreement governs the use of the Services and is made and entered into by and between Central Bank (“Bank,” “we,” and “us”) and each customer of the Bank who desires to utilize the Services (each a “Customer,” and also referred to as “you” and “your”). In order to use the Services you must be a Customer of the Bank with a savings account, checking account, certificate of deposit, loan, or credit card account with the Bank. Each Customer is jointly and individually liable for all transactions initiated through the Services, including overdrafts, even if the Customer did not participate in the transaction that resulted in the transaction.

### C. Review and Acceptance of Agreement

You understand that you should read this Agreement carefully before registering for the Services and before accepting the Agreement. You should also save or print a copy of the Agreement for your records. Once you have completely reviewed the information contained in this Agreement, click “I Accept” to signify your agreement.

### D. Relation to Other Agreements

This Agreement constitutes an agreement by you to use the Services as described herein and may be modified or amended by us as set forth herein. This Agreement is in addition to and part of the terms and conditions of the other agreement(s) governing your use of the Site, the Services, and your Accounts and relationship with Bank. You understand that execution of this Agreement does not alter any terms and conditions of other agreements governing your Accounts unless expressly altered herein. The Central Bank Privacy Policy (“Privacy Policy”) provides the information required under the Consumer Financial Protection Bureau’s Regulation P concerning consumer privacy, and you understand that Bank may initiate communications with you via mail, e-mail, and short message service (“SMS”) text messaging for any purpose within the limits of the Privacy Policy. You understand that the Privacy Policy is available for your review at [www.mycentral.bank](http://www.mycentral.bank), and you acknowledge that you should read and understand this related agreement before using the Services.

### E. Definitions

In addition to those terms defined within the body of this Agreement, the terms listed below have the following defined meanings for the purposes of this Agreement:

1. "Access Device" has the meaning set forth in Section II.C.
2. "Account" means a checking, money market or savings account.
3. "Account Agreements" has the meaning set forth in Section II.A.
4. "ACH Network" means the funds transfer system, governed by the Rules of the National Automated Clearinghouse Association, that provides funds transfer services to participating financial institutions.
5. "Additional Authentication Information" or "AAI" has the meaning set forth in Section II.E.2.
6. "Affiliates" are companies related by common ownership or control.
7. "Alert Services" are emails, text messages, or mobile device push notifications sent to a specified email, mobile number, or App indicating an event has taken place.
8. "App" shall mean a smartphone application developed by Bank to provide access to the Services.
9. "Bank" refers to Central Bank, the depository institution holding my Accounts accessed and providing Services under this Agreement.
10. "Bill Payment Services" means the service made available by a Service Provider through the App providing for creation of electronic transfer (when applicable) or check transfer of money from your Account to a creditor, or biller to be credited against a specific Account.
11. "Biller" also known as a payee, a Biller is any company or person you would like to pay using the Bill Payment Services.
12. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
13. "Card Central" has the meaning set forth in Section IV.E.
14. "Cards" means any credit cards, debit cards, and ATM cards issued to you by Bank in connection with a Payment Network.
15. "Payment Instruction" is the information provided for a payment to be made under the Bill Payment Services.
16. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
17. "Service Provider" means third party companies you may contract with to provide certain services through the Site.
18. "Services" has the meaning set forth in Section I.A. above.
19. "Site" means the Bank website located at [www.mycentral.bank](http://www.mycentral.bank) providing access to the Services and the App.
20. "You," "Your," and "Us" refer to each Bank Account holder and each person who uses the Services for that Account with the permission of the Account holder.

## **II. Using Online Banking and Digital Services**

### **A. General Terms Applicable to All Users**

The terms and conditions applicable to any deposit Account or certificate of deposit, including any agreements, schedules, signature cards, loan agreements, Card agreements, any disclosures made pursuant to such agreements, or document executed by or made available to Customer and any subsequent amendments to any of the foregoing, are incorporated herein by reference (collectively, the "Account Agreement"). However, if there is any conflict or inconsistency between the terms and conditions stated in the Account Agreements and those of this Agreement, the terms and conditions of this Agreement shall control to the extent of such conflict or inconsistency. The terms and conditions of this Agreement may be modified by Bank. When modifications occur, we will inform you via any method available to us, including but not limited to, an in-Service message, email, regular mail. Your continued use of the Services after such notification of change shall be understood as your agreement to be bound by all such changes.

### **B. Account Requirements**

To subscribe to the Services, you must maintain at least one Account or certificate of deposit with Bank which may include the following: checking account, savings account, money market account, certificate of deposit, consumer loan or line of credit, credit card, small business lines of credit. The Services will allow you to access more than one Account, to view Account balance and transaction information, transfer funds among designated Accounts, pay bills from designated Accounts, send messages to Bank and receive messages from Bank. The Services available to you, however, shall be subject to any restrictions, including transaction limits, set forth in the Account Agreements.

Bank reserves the right to deny Customer the ability to access the Services, to limit access or transactions or to revoke a Customer's access to Services without advance notice to Customer.

### **C. Service Access**

The Services are accessed through a computer, tablet, or mobile device (collectively, an "Access Device") and Wi-Fi network or mobile connection to access banking information and the Services. Subject to the limitations, terms, and conditions set forth herein and in App, the Service generally allows you to view Account balance and transaction information, view electronic copies of your Account statement, transfer funds among designated Accounts, make deposits, pay bills from designated Accounts, send secure electronic mail to Bank and receive electronic mail from Bank, affect stop payments, make address changes, add accounts to Internet/Service relationship, view statements, and reorder checks.

Using an Access Device and network connection, you may access certain Accounts through the Site, and when authorized, receive certain information including balances through messaging and quick view without logging in. You are responsible for obtaining an Access Device and encrypted browser capable of a sufficiently high level of encryption to meet the systems requirements we establish from time to time. You are additionally responsible for obtaining Internet and mobile phone telecommunication services via an internet and phone service provider of your choice, for any and all fees imposed by such service provider, and any associated communications service provider charges. We are not responsible for any Internet or mobile access services.

You are responsible for maintaining the confidentiality and security of your Access Device, access passwords, account numbers, sign on information, and any other security or access information used by the Services. You are also responsible for preventing unauthorized access to your mobile device and computer.

When using the Services, you may incur technical or other difficulties. Neither we nor our Service Providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our Service Providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice. We also reserve the right to make the Services unavailable from time to time while we provide updates and maintenance to our systems.

#### D. Geographical Constraints

You agree that you will not use the Services in locations that are prohibited under U.S. law and regulations, including laws and regulations issued by the Office of Foreign Assets Control. You further agree that you will not use the Mobile Deposit Service outside of the United States.

#### E. Security and Passwords

##### 1. Online and Mobile Security

You understand that Bank reserves the right to verify any personal information you provide and reserves the right to make inquiries about you to the fullest extent allowed by law and as allowed by the Privacy Policy (as defined below) with regard to a request by you or a co-signer for a product, service, or customer assistance. If you provide any information that is untrue, inaccurate, not current, or incomplete in any manner, or Bank has reasonable grounds to suspect such information is untrue, inaccurate, not current, or incomplete, Bank has the right to suspend or terminate your access to and use of the Services and refuse any and all current or future use of the Services by you. You understand that it is your responsibility to provide true, accurate, current, and complete information about yourself when registering for the Services and to maintain and promptly update the registration data to keep it true, accurate, current, and complete.

##### 2. Password and Security Procedures

In addition to your acceptance of the terms and conditions of this Agreement, the following shall occur:

- You will perform an initial authentication through the Services by using your Account number, Social Security number, and email address. Bank may rely on these items for initial identification and authentication of you.
- After this initial authentication, you will then choose and enter a user ID and personal password, and provide any additional information that Bank may require from time to time, in Bank's sole discretion, in conjunction with the additional dual authentication procedures ("Additional Authentication Information" or "AAI") that Bank may employ. Such AAI shall be used in conjunction with various authentication procedures that Bank may employ, including but not limited to, security questions and responses and/or other hardware and software-based security and authentication programs and procedures. Upon selection, the user ID, password, and AAI become the new method of authentication. You must enter your user ID and password each time you access the Services, and you may be requested to enter your AAI from time-to-time for additional security procedures and purposes.
- You understand you are responsible for safeguarding your user ID, password, and AAI. You understand that Bank will rely on access via the user ID, password, and AAI as confirmation that you have authorized all activity conducted following such authenticated access to the Services, including any deposit, loan, or other Account debits or credits, any other transfers (including transfers initiated through the Services provided by Service Providers available through the Site), or any other charges or fees incurred by use of the Services. Any requirement to verify two or more signatures on an item (such as a check) shall not apply to any actions taken through the Service. If you permit another person to use the Services, or give them your user ID, your password or your AAI, you are responsible for all activity the person initiates via the Services, even if he or she

exceeds your authorization. You understand that you should not leave your Access Device unattended while using the Services, and that you should log out after completing each session. You understand and agree to notify Bank immediately (866-732-2190) if your user ID, password or AAI have been lost, stolen or compromised. Failure to notify Bank promptly could result in loss of funds. Bank reserves the right to suspend your access to Services should we have reason to believe the confidentiality of your password has been compromised. YOU UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER ALL USER IDS, PASSWORDS, AND AAI PROVIDED AS PART OF THE SECURITY PROCEDURES USED BY BANK, AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL YOU WOULD USE FOR CASH, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES.

- If you, as well as your employees, agents or third parties (if a commercial Account holder), have reason to believe that any security procedure has or may have become known by unauthorized persons (whether or not employed by you), you shall immediately notify the Bank by telephone and confirm such oral notification in writing to the Bank within twenty-four (24) hours of the oral notification. The Bank will replace the security procedures in accordance with the Bank's standard security requirements related to the Service. To the maximum extent permitted by applicable law, you will be solely liable for all transactions initiated before the Bank has received such notification and has had a reasonable opportunity to act on such notification. The Bank reserves the right to change any or all of the security procedures offered and/or used at any time by giving oral or written notice to you. You agree that your use of the Services after the Bank provides notice of such changes constitutes your acceptance of the new or modified security procedures.
- The Bank reserves the right, as encryption technology develops, to impose further reasonable requirements to maintain the appropriate level of security for the Service and transactions contemplated hereunder and you agree to abide by such requirements. Furthermore, you understand and acknowledge that if you do not implement and follow your own commercially reasonable hardware, software, physical access and physical storage security procedures regarding any of the data owned by you, which includes such data containing the sensitive personally identifiable information ("PII") of any individual, the security of your use of the Service and/or the data owned by you (including sensitive PII) may be compromised. You understand, acknowledge and agree that installation, maintenance and operation of your personal computer or mobile device (hardware and software) and related security procedures that you adopt and follow, including, but not limited to, data security protection, firewalls and anti-virus software, is your sole responsibility, and that you are solely responsible for securing, encrypting, protecting and otherwise safeguarding the data owned by you.

You understand that Bank has implemented security procedures for the purpose of verifying the authenticity of the payment instructions transmitted to Bank by you ("instructions"), and not for the purpose of detecting errors in such instructions. Such security procedures include (i) a unique file identification number and transmission password, (ii) encryption, and (iii) the user ID, password, and AAI described above. You agree that these security procedures constitute a commercially reasonable method of providing security against unauthorized instructions. You agree to be bound by any instruction that appears to be issued by you and is received and verified by Bank in accordance with such security procedures, and you shall indemnify and hold Bank harmless from and against any loss suffered or liability incurred by, or arising from, the execution of instructions in good faith and in compliance with such security procedures.

In an effort to provide the highest degree of confidentiality and security, Bank recommends the use of browsers that provide encryption using a 128-bit key. The higher the level of encryption, the harder it is for unauthorized people to read information. Current versions of commercial off-the-shelf browsers all support 128-bit encryption; however, some older browsers (such as Microsoft Internet Explorer 4) may not be 128-bit encryption versions. The Service may not be accessible from older browsers. Updates are available for download from their respective websites. Bank recommends that Customers protect their valuable financial information by using the most secure encryption possible.

### 3. Your Responsibilities

You are responsible for keeping your user ID, password, Account numbers and information, and AAI confidential. Bank requires you to:

- Review your Account statement regularly and report any unauthorized or suspicious activity promptly to Bank. You should not leave your Access Device unattended while using the Services. Once your banking is completed, sign off and close your browser or the mobile before leaving your Access Device.
- Never share your user ID, password, AAI, or other personal Account information (including your Account number & ATM PIN).
- Immediately contact Bank at 866-732-2190 if you notice any unauthorized activity on your Account or believe your Account information has been compromised.

### 4. Privacy and User Information

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. Our Privacy Policy is available at <https://www.mycentral.bank/privacy-policy>.

If you receive information about another person through the Services, you agree to keep the information confidential and use it only in connection with the Services.

Your Account information is confidential. You acknowledge that in connection with your use of the Services, including messages from the Alert Services, the Bank and its Affiliates and Service Providers may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services, including the Alert Services (collectively "User Information"). The Bank and its Affiliates and Service Providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services, including the Alert Services, to verify the existence or status of your Account to a third party, such as a credit bureau or merchant, to activate additional services, or to provide to a consumer reporting agency for purposes of anonymous research only.

Information may also be disclosed as otherwise permitted or required by law, including, but not limited to, to comply with court orders or lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, when necessary to complete transactions under this Agreement, to verify existence or status of your Account to a third party such as a credit reporting agency or merchant, and as otherwise authorized by you. The Bank and its Affiliates and Service Providers also reserve the right to monitor use of the Services, including the Alert Services, for purposes of verifying compliance with the law, these terms and conditions, and any applicable software license, but we disclaim any obligation to monitor, filter, or edit any content. You agree that, in using the Services, including the Alert Services, information and transfers will be recorded and/or data captured, and you consent to such recording.

#### F. Hardware and Software

You are solely responsible for the maintenance, installation and operation of your Access Device and for the software used in accessing the Services. Bank shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your Access Device or software, nor will Bank be responsible for any technology virus that affects your Access Device or the software while using the Services. Additionally, you must have an internet service provider, an email address, and a browser to utilize the Services through the Internet.

#### G. Receipts and Transaction History

You may view your transaction history (including Bill Payment Services and other transfers initiated through the Site) 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.

#### H. Prohibited Payments

The following types of payments are prohibited through the Site, including payments through the Bill Payment Services, and we (and the Service Provider pricing the Bill Payment Service) have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States);
- Payments that violate any law, statute, ordinance or regulation;
- Payments that violate the acceptable use terms of this Agreement;
- 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;
- 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;
- 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, 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, or check cashing, or (6) provide credit repair or debt settlement services; and
- 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 III.C., above of any violations of the Agreement generally.

#### I. Payment Methods and Amounts

There are limits on the amount of money you can send or receive through Bill Payment Services. Your limits may be adjusted from time- to-time at our sole discretion. You may 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 Services, and in the event that your 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 drawn against your Account.

#### J. 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.

#### K. Failed or Returned Payment Instructions

In using Bill Payment Services, you are requesting that our Service Provider attempt to make payments for you from your Account. If the Payment Instruction cannot be completed for any reason associated with your Account (for example, there are insufficient funds in your Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your 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 your 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:

- 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 Account to allow the debit processing to be completed;
- 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 Account, or the transaction would exceed the credit or overdraft protection limit of your 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 these amounts from your designated Account, including by ACH debit; and
- Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

#### L. Accurate Information and Information Authorization

You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or Account information. You agree to keep Account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third-party sites which you include or access through the Services, and that you have the authority to (i) designate us and our Service Providers as your agents, (ii) use the Services, and (iii) give us and our Service Providers the passwords, usernames, and all other information you provide.

Your enrollment in the Bill Payment Services may not be fulfilled if we cannot verify your identity or other necessary information. You further understand and agree that we will share your personal information with any Service Providers as necessary to maintain your ability to access the Services, to authenticate you when you log in, to send you information about the Services, 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 Services 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 Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Services.

Your use of the Services is your authorization for Bank or its Service Providers, as your agents, to access third-party sites which you designate in order to retrieve information. You are licensing to Bank and its Service Providers any information, data, passwords, usernames, PINS, personally identifiable

information or other content you provide through the Services. You authorize us or our Service Providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our Service Providers retrieve on your behalf for purposes of providing the Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we or our Service Providers may store, use, change, or display such information or create new content using such information.

#### M. Address or Banking Changes

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the Site or by contacting Bank at the contact information in Section III.C.

#### N. Email Address

You agree to provide us with a current email address to receive email notifications and disclosures from Bank. You must immediately notify Bank of any changes or updates to your email address or if it becomes inoperative or inactive. You agree to immediately identify another email address to be used for the Services. You also agree that Bank is under no obligation to re-transmit any notifications to you that were returned "undeliverable" or otherwise rejected for delivery. Email will be the only notice you will receive advising you that electronic records have been posted to your Account.

#### O. Notices to You; Chat

You agree that we may provide notice to you by posting it on the Site, sending you a message through the Site, or 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 Services setup or customer profile. You may also initiate an online chat with Bank through the Site.

#### P. 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 and text messages from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATOS"), and/or emails from us for our everyday business purposes (including identify 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 ATOS from us or our Affiliates and agents. You understand it is your responsibility to update your telephone number if and when it changes. If you change or stop using your telephone number for any reason, you must notify Bank immediately. Please review our Privacy Policy for more information.

#### Q. Electronic Mail

Messages sent to us through the Site may be delayed; therefore, if you need Bank to receive information concerning your Account immediately, you must contact Bank in person or by telephone (i.e., regarding stop payments, to report a lost or stolen card, or to report unauthorized use of your Account). Bank shall have a reasonable period of time after receipt to act on requests or information you send by electronic mail or through the Site.

#### R. Intellectual Property

All other marks and logos related to the Services 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 Services or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Services, the portion of the Site through which the Services is offered, the technology related to the Site and Services, 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 Services 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.

## S. Acceptable Use of the Services

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Services, regardless of the purpose of the use, and for all communications you send through the Services. 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 Services, including text message from the Alert Services, 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 Services or the portion of the Site through which the Services are offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Services, or interfere or attempt to interfere, with the Site or the Services; (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors; (k) would be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Services to impersonate another person or entity; (l) facilitate unauthorized entry or access to computer systems; (m) access the information and content programmatically by macro or other automated means; or (n) create liability for Bank or its Service Provider or cause Bank to lose the services of its Service Providers. We encourage you to provide notice to us by the methods described in Section III.C. of this Agreement of any violations of the Agreement generally.

Without limiting the foregoing, you agree that you will not use the Services, including the Alert Services, to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; or (iii) any material or information that is false, misleading, or inaccurate; or (iv) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of any party. You agree that you shall not attempt to (i) access the Service, including the Alert Services, unless authorized; (ii) use or attempt to use a third party's account; (iii) interfere in any manner with the provision of or otherwise abuse the Services, including the Alert Services, the security thereof, or other customers using the Services, including the Alert Services.

## T. Export Restrictions

You acknowledge that the Services and any software underlying such Services are subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the software or Services, directly or indirectly, to: (1) any countries that are subject to U.S. export restrictions; (2) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that the Services may include technical data subject to export and re-export restrictions imposed by U.S. law.

## U. Service Providers

1. The following portions of the Services shall be made available through Service Providers and accessible through the Site:

- Bill Payment Services – service allowing you to utilize funds in your Accounts to remit payment to creditors electronically.
- Zelle® – person to person transfer services.
- SavvyMoney® / Credit Sense – providing the ability to review credit reporting information and credit scores.
- My Finances – AllData® PFM - ability to consolidate information from other bank services providers.

Each of the foregoing shall require your consent to a separate set of terms and conditions establishing an agreement between you and the relevant Service Provider. The Service Provider's terms and conditions will be presented to you for review and acceptance within the Site. If you do not consent to the Service Provider's terms and conditions, you will not be able to use the Service Provider's service through the Site. By executing this Agreement, you acknowledge that Bank may provide information regarding you and your Accounts, including non-public personal information, to the Service Provider. In addition to the foregoing, and subject to Bank's prior review and approval, you may originate wire transfer transactions utilizing the Site. However, any wire transfer services shall require the execution of a separate agreement between you and Bank.



2. With respect to any portion of the Services you access through the Service Providers noted, you agree that you are responsible for all fees charged by the Service Provider in connection with any transactions. You agree to comply with the relevant terms and conditions provided by the Service Provider and agree that this Agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction or other matters relating to a Service Provider, you agree to direct these to the Service Provider.

### III. OTHER GENERAL INFORMATION

#### A. Change in Terms

Your use of the Services constitutes your acceptance of this Agreement. Bank may change any term of this Agreement at any time upon the provision of notice to you. Your continued use of any or all Services indicates your acceptance of the change in terms. The licenses, user obligations, and authorizations described herein are ongoing. Bank reserves the right to waive, reduce or reverse charges or fees in individual situations. Except as provided herein, the fees applicable to specific Accounts are governed by the applicable Account Agreements currently in effect.

#### B. Termination

Your Services remain in effect until they are terminated by you or Bank. You may terminate this Agreement at any time by notifying us of your intent to terminate in writing, through the Site, or by calling customer service at the contact information contained in Section III.C. below. This termination applies to this Agreement only and does not terminate your Accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are terminating this Agreement. Any payment(s) that have begun processing before the requested termination date will be processed by us. You agree that we may terminate the Agreement or suspend your use of the Services at any time and for any reason (including inactivity) or no reason. Neither termination nor suspension shall affect your liability or obligations under this Agreement. We will try to notify you in advance, but we are not obliged to do so.

#### C. Communications between Customer and Bank

You may contact us to discuss the Services as follows:

**Telephone:** 866-732-2190

**Postal Mail:** Central Bank  
Attn: Deposit Operations  
PO Box 600  
Storm Lake, IA 50588

**In Person:** Any of our branch locations

#### D. Exclusions of Warranties

YOU AGREE THAT YOUR USE OF THE SITE, SERVICES, ANY RELATED DOCUMENTATION, AND ALL INFORMATION AND CONTENT THEREOF (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR OWN RISK AND IS PROVIDED "AS IS" AND "AS AVAILABLE" BASIS. WE, AND OUR SERVICES PROVIDERS, DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE, AND OUR SERVICE PROVIDERS, MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BANK OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

#### E. Disclaimer

The Services are not intended to provide legal, tax or financial advice. The Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither Bank nor its Service Providers are engaged in rendering accounting,

investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. Bank and its Service Providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on the Site. Further, Bank and its Service Providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of the Services or any materials or information accessible through it. Past performance does not guarantee future results. Bank and its Service Providers do not warrant that the Services comply with the requirements of any organization anywhere in the world.

#### F. 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 SERVICES AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICES ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICES 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 SERVICES, 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 SERVICES 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 SERVICES OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICES ARE 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 (i) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (ii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES OR THE SITE, (iii) UNAUTHORIZED ACCESS TO YOUR USER ID, PASSWORD, OR AAI, OR ANY TRANSACTIONS ORIGINATED THROUGH THE SITE UTILIZING THE SAME, INCLUDING ANY ALTERATION OF A TRANSMISSION OR DATA, (iv) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICES OR SITE, OR (v) ANY OTHER MATTER RELATING TO THE SERVICES OR SITE. THE NOTICE PROVISIONS AND LIMITATIONS ON LIABILITY FOR UNAUTHORIZED TRANSACTIONS SET FORTH IN THE ACCOUNT AGREEMENTS SHALL APPLY TO ANY TRANSACTIONS ORIGINATED THROUGH THIS AGREEMENT. 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 SERVICES OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICES ARE OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING 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.

#### G. 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, your use of the Site or the applicable Services.

#### H. 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 Services; 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 Services for any reason or no reason and at any time. The remedies contained in this section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

I. Disputes Under Agreement

In the event of a dispute regarding the Services, you and Bank agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and Bank which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Bank relating to the subject matter of this Agreement. If there is a conflict between what an employee of Bank or Bank's customer service department says and the terms of this Agreement, the terms of this Agreement will prevail.

J. Mediation

Should any dispute arise between you and Bank relating to the Account and if following the good faith negotiation of the dispute, it cannot be resolved, it shall first be submitted to mediation. Mediation shall be conducted at the nearest office of the mediation organization mutually agreed upon by you and Bank.

K. 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 Services. 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.

L. Severability

If any provision of the Agreement is found to be invalid or unenforceable under applicable law, said provision shall be ineffective to the extent of such invalidity only, without affecting the remaining provisions of this Agreement.

M. Jury Trial Waiver

YOU AND Bank EACH HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF THIS AGREEMENT OR RELATING TO THE SERVICES AS PERMITTED UNDER APPLICABLE LAW.

N. No Waiver

We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not constitute a waiver of the term or provision in the future. Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Bank. No delay or omission on the part of Bank 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.

O. Assignment

You may not assign this Agreement to any other party. Bank may assign this Agreement to any successor or assign. Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

P. 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.

Q. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Iowa, without regard to its conflicts of laws provisions and will be subject to the provisions of all applicable federal law.

#### **IV. Details Regarding Online Banking and Digital Services**

##### **A. Alert Services**

By deciding to enroll in the "Alert Services" available through the Site, you understand that you are providing your express consent to Bank to permit Bank to contact you for Account alerts, servicing, and fraud prevention purposes, and any other purposes set forth under this Agreement or any other Bank agreements. You understand that enrollment in the Alert Services permits Bank to transmit e-mail communications to the e-mail address you have on file with Bank, SMS text messages to the mobile phone number you have on file with Bank, and push notifications to your mobile phone through the App. Such communications may contain certain information and alerts about your Accounts at Bank. You also agree and acknowledge that Account alerts will be sent to all signors on your Accounts who have enrolled in the Alert Services. You understand that you are solely responsible for all costs assessed by your mobile device service provider for receiving SMS text messages, notifications, and other data on your Access Device. You may make certain elections relating to the Alert Services through the Site.

##### **B. Intuit Products**

The Site includes a function allowing you to download specific information regarding your Accounts into Quicken®, QuickBooks®, and other Intuit software applications. If you intend to utilize this function of the Service, it is your responsibility to obtain and maintain any necessary separate license agreement with Intuit. You are subject to that agreement when you use Intuit Products. Bank does not own, operate, or control the Intuit Products and is not responsible for the Intuit Products, including performance failures or errors.

##### **C. Internal Funds Transfer**

"Internal Funds Transfers" allow you to transfer funds, make payments, or draw advances between your Accounts where applicable. Internal transfers may be limited in accordance with the terms and conditions of your Account Agreements.

###### **1. Daily Processing Deadlines**

Account information displayed through the Site is the current information at the time the transaction takes place. Internal Funds Transfers between Account(s) through your Access Device using the Site and received by Bank or its agent(s) by 6:00 p.m. Central Time Monday - Friday will be effective on the current Business Day. Internal Funds Transfers processed on your Access Device using the Site and received after 9:00 p.m. Central Time Monday - Friday or all-day Saturday, Sunday, and banking holidays will be effective the following Business Day. Payments and advances to or between Account(s) initiated on your Access Device using the Site and received by Bank or its agent(s) by 9:00 p.m. Central Time will be effective as of that day. Payments and advances on consumer loans and lines of credit may not appear on your Account until the next regular Business Day. Periodic interest charges for advances under your consumer loans/lines of credit will begin to accrue on the transaction date.

###### **2. Internal Transfer Limits**

Internal Funds Transfers between your Accounts are limited to the available balance in the Account. If your payment or transfer exceeds the balance in the Account on the date you instructed it to be executed, or the maximum amount stated above, it will not be processed. Bank reserves the right to establish limits on internal transfers from time to time.

###### **3. Funds Transfer/Payments Cancellation Requests**

You may cancel or edit any scheduled funds transfer (including recurring funds transfers) by following the directions within the Site. There is no charge for canceling a scheduled funds transfer. Once Bank has begun processing a funds transfer or payment, it cannot be cancelled or edited.

###### **4. Withdrawal Transaction Limitations**

Any restrictions on the number of withdrawals from your savings and money market Accounts set forth in the Account Agreements shall apply to payments and funds transfers between Accounts and bills paid from these Accounts initiated through Services.

##### **D. Mobile Deposit Service**

###### **1. Overview of Mobile Deposit Service**

The Bank's "Mobile Deposit Service" allows you to deposit certain items into your eligible Accounts using your Access Device equipped with the necessary camera and data plan. Note that the Mobile Deposit Service is generally not available when you are using a computer to access the Service.

## 2. Fees

There is currently no fee to use the Mobile Deposit Service.

## 3. Hardware and Software

To use the Mobile Deposit Service, Consumer Customers must have a supported Access Device with a supported camera, a data plan, and download the App. Commercial Customers may use the Mobile Deposit Service through a computer and scanner meeting all requirements established by Bank from time to time. We do not guarantee that your particular Access Device will be compatible with the Mobile Deposit Service.

## 4. Security Procedures

You agree to the security procedures ("Security Procedures") used by the Bank in connection with the Mobile Deposit Service. Such Security Procedures offered by the Bank are described herein and in documentation applicable to the Mobile Deposit Service.

You understand, acknowledge and agree that the Bank is not responsible for any loss or damages resulting from any errors or failures of your Access Device or data processing systems including, but not limited to any Access Device virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to the Site or any data owned by you, or any Internet-related problems that may be associated with your access and use of the Site.

## 5. Limitations

We assume no responsibility should you experience technical, network, or other difficulties while using the Mobile Deposit Service or any damages as a result of these difficulties.

## 6. Eligible Items

You agree to transmit only deposit items (checks) as defined in Federal Reserve Regulation CC and only those checks that are specifically permitted by the Mobile Deposit Service as outlined below. When the image of the check transmitted to Bank is converted to an image replacement document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not use the Mobile Deposit Service to transmit or deposit the following items:

- Checks payable to any person or entity other than the person or entity that owns the Account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which 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.
- Checks payable jointly, unless deposited into an Account in the name of all payees.
- Checks drawn on a financial institution located outside the United States.
- Checks that are not in original form with a signature, such as substitute checks or remotely created checks.
- Checks not payable in United States currency.
- Checks dated more than six (6) months prior to the date of deposit.
- Checks or items prohibited by Bank's current procedures relating to the Mobile Deposit Service or which are otherwise not acceptable under the terms of your Account.
- Checks payable on sight or payable through drafts.
- Checks with any endorsement on the back other than that specified in this Agreement and as specified on the Site.
- Checks that have previously been submitted through the Mobile Deposit Service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.

Nothing in this Agreement should be construed to require Bank to accept any check or item for deposit, even if Bank has previously accepted that type of item or check.

## 7. Image Quality

The image of a check or item transmitted to Bank using the Mobile Deposit Service must be legible. The image quality must comply with standards established by the American National Standards Institute (ANSI), or any higher standards set by Bank.

## 8. Endorsements and Procedures

You agree to restrictively endorse any item transmitted through the Mobile Deposit Service as “for mobile deposit only, Central Bank” or as otherwise instructed by Bank. You agree to follow any and all other procedures and instructions for use of the Mobile Deposit Service as Bank may establish from time to time through the Site. You understand and agree that returned deposit items may result in the Mobile Deposit Service being unavailable.

## 9. Receipt of Items

We reserve the right to reject any check or item transmitted through the Mobile Deposit Service, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this Agreement or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item.

We further reserve the right to charge back to your Account, at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an item.

## 10. Availability of Funds

You agree that items transmitted using the Mobile Deposit Service are not subject to the funds availability requirements of Federal Reserve Board's Regulation CC. In general, if an image of an item you transmit through the Mobile Deposit Service is received and accepted before 6:00 p.m. Central Time on a Business Day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next Business Day we are open. Items that are deposited using the Mobile Deposit Service will not be deemed “received” by us until we have received an electronic image that meets all of the requirements for deposits via the Mobile Deposit Service stated in this Agreement and any supplemental documentation regarding the Mobile Deposit Service. Funds deposited using the Mobile Deposit Service will generally be made available within three (3) Business Days from the day of deposit. Longer delays may apply, Bank may make such funds available sooner based on factors at our discretion, including credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Bank, in its sole discretion, deems relevant.

## 11. Disposal of Transmitted Items

Upon your receipt of a confirmation from Bank that we have received an image that you have transmitted, you agree to retain the check for at least thirty (30) calendar days from the date of the image transmission. After the requisite thirty (30) calendar days, you agree to destroy the check that you transmitted using the Mobile Deposit Service, mark it “VOID”, or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to Bank upon request.

## 12. Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using the Mobile Deposit Service and to modify such limits from time to time.

## 13. User Warranties and Indemnification.

You warrant to Bank that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to us is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.

In addition to the indemnification provisions contained elsewhere in this Agreement, you agree to indemnify and hold harmless Bank from any loss for breach of this warranty provision, or any other disputes, claims, or causes of action arising under your use of the Mobile Deposit Service.

## 14. Ownership and License

In addition to other intellectual property rights contained in this Agreement, you agree that Bank retains all ownership and proprietary rights in the Mobile Deposit Service, associated content, and technology. You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Mobile Deposit Service, including the Site. You may use the Mobile Deposit Service only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Mobile Deposit Service. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose any part of the Mobile

Deposit Service, in any manner contrary to the terms of this Agreement, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

#### 15. Termination

In addition to termination rights contained elsewhere in this Agreement, we may, in our sole discretion, terminate your access to the Mobile Deposit Service effective immediately if: (i) there is an occurrence of a material change in your Account activity or other risk analysis criteria as determined by us in our sole and absolute discretion; (ii) we at any time determine that you (or your third party) does not meet our risk or other qualification requirements; (iii) we discover any willful misconduct (including but not limited to types of fraudulent activity) on your part or any other party with respect to electronic images submitted for deposit by you using the Mobile Deposit Service; (iv) you are in default of any terms of this Agreement where such default gives us the right to terminate, immediately or otherwise, or close your Account; (v) you have not used the Mobile Deposit Service for a period of time deemed to constitute an inactive service by us (in our sole discretion); or (vi) you are in default of any terms of the Agreement or any other agreement with us. In any of these events, you agree that our sole obligation shall be to provide notice of our termination of the Mobile Deposit Service to you, and that such notification will be reasonable if it is mailed to your statement mailing address or provided through email communication or through a message sent through the Site immediately upon termination.

In the event of termination of the Mobile Deposit Service, your rights and responsibilities as well as ours, shall continue through any applicable settlement period, including your responsibility to pay us for any sums owed by you in connection with the Mobile Deposit Service and with respect to transactions processed prior to the effective date of termination. If the Mobile Deposit Service is terminated by us, we may accelerate all amounts due and to become due, and you agree to promptly make full payment to us of all amounts due and amounts incurred by you through your use of the Mobile Deposit Service.

#### E. Card Central.

The Site allows you to manage certain features of the Cards issued by Bank ("Card Central"). Using Card Central through the Site, you can view your Cards, including balance information and transaction history. You can also review and manage controls or alerts relating to the Cards and advise the Bank of your travel plans.

#### F. Check Stock Ordering.

When using your computer to access the Site, you may re-order and purchase checks for your checking Account. Note that this function is not available through the App.

#### G. Online Stop Payment Requests for Checks.

The following terms and conditions apply to your ability to submit stop payment requests for checks through the Site:

##### 1. Item Description.

Upon your submittal of a stop payment request on a check, you warrant that the information describing the check, including: the check date, its exact amount, the check number, and payee is correct. (You understand that the EXACT amount of the check is necessary for our systems to implement the requested stop payment. If you give us the incorrect amount or any other incorrect information, we will not be responsible for failing to stop payment on the check.) We may ask you to confirm the stop payment order in writing.

##### 2. Agreement.

You agree that unless your stop payment order is received by us within a reasonable time for us to act on your order prior to final payment, certification, or similar action on the check, we will not be responsible for stopping payment. You also agree that you may not stop payment on any point-of-sale EFT, cashier's check issued by the Bank, or any check or payment guaranteed by us. You understand that your stop payment request is conditional and subject to our verification that the check has not already been paid or that some other action to pay the check has not been taken by us.

##### 3. Duration.

You understand that your stop payment order will be effective as follows: for a period of 6 months from the date of request unless you release the stop payment order. The Bank will charge a fee for each stop payment order in accordance with the Account Agreements.

##### 4. Indemnification.

You agree to indemnify, defend and hold us harmless from all costs, including attorney's fees, action, damages, or claims related to or arising from our

action in refusing payment on the check including claims of any joint depositor, payee, or endorsee or in failing to stop payment of a check as a result of incorrect information provided by you. You also agree to notify us promptly upon the issuance of any duplicate check, which replaces the check subject to the order, or upon return of the original check.

5. Checks are Processed in Random Order. It is, therefore, impossible for us to determine, nor are we required to determine, if a check had been presented for payment on the same day a stop payment order is received. In addition, the check upon which you requested payment to be stopped may still be posted to your Account if:

- (a) The check upon which payment is to be stopped has not been completely and accurately described.
- (b) The stop payment order is not received in time or manner to permit the Bank a reasonable opportunity to act upon the order.
- (c) The Bank has accepted the check.
- (d) The Bank has paid the item for cash.
- (e) The Bank has paid the item and no longer has a right to return the check.
- (f) The item has been deposited or received for deposit for credit to an account of another accountholder at the bank.

#### H. Statements.

- 1. You will have the ability to review and download your periodic statements for the Accounts within the Site, including historical statements for a limited number of prior months.
- 2. You will also be able to review and download all year-end tax reporting statements produced by Bank in connection with the Accounts.

#### I. Secure Forms.

Through the Site, you will have the ability to download, complete, and submit forms to Bank to accomplish several common Account related matters, including notification of an address change, request a loan limit increase, revise your profile and authorizations relating to your Accounts. Upon submission, the completed form will be securely delivered to Bank and Bank staff will review and respond thereto.

#### J. External Transfer

You will have the ability to transfer funds to external bank accounts in accordance with the Terms of Service attached hereto as Schedule A.

### V. **Additional Provisions Applicable Only to Consumer Accounts**

#### A. Electronic Funds Transfer Provisions.

The provisions of the "Electronic Funds Transfer – Your Rights and Responsibilities" disclosure provided to you in connection with your establishment of the Accounts shall also apply to the Service (the "EFTA Disclosure"). As a supplement thereto, the provisions in this Section V.A. shall apply. In the event of a conflict between the provisions of this Section V.A. and the original EFTA Disclosure, the EFTA Disclosure shall apply.

##### 1. Customer Liability for Unauthorized Transactions from Consumer Accounts

If Bank is contacted within two (2) Business Days after discovery of the loss, theft, compromise, or unauthorized use of the Service (including any unauthorized use or access through your login ID, password, or AAI), your loss can be no more than \$50.00 if the Services were used without permission. If Bank is not contacted within two (2) Business Days after discovery of the loss, theft, compromise, or unauthorized use of a login ID, password, or AAI and Bank can prove the transaction could have been stopped if Bank had been notified, the loss could be as much as \$500.00.

Also, if your periodic statement shows transfers that you did not make through the Service, contact Bank at once. If Bank is not notified within sixty (60) days after statement receipt, you may not recover monies lost through transactions made after the 60th day if Bank can prove the loss could have been avoided if Bank had been timely notified.

If a good reason (such as a long trip or hospital stay) kept you from contacting Bank, the time periods may be extended.



When you give your login ID, password, and AAI information to a third party, you are authorizing that person to use the Services, and you are responsible for all transactions that person performs while using the Services. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

Note: These liability rules are established by Regulation E. Our liability policy regarding unauthorized Card transactions may give you more protection, provided you report the transactions promptly. Please see the agreement you received with your Card.

## 2. In Case of Errors or Questions about Transactions Involving Consumer Accounts

Contact Bank immediately, if you think your periodic statement or Account balance or transaction history is incorrect, or if more information is needed about a transfer listed on the periodic statement or in the Site. Bank must be notified no later than sixty (60) days after the FIRST periodic statement upon which the problem or error appeared was mailed.

Bank will need:

1. Customer's name and Account number.
2. A description of the error or transfer in question, and an explanation of the suspected error.
3. The dollar amount of the suspected error or why you need more information.

If request is made by telephone, Bank may require the complaint or question in written form by postal mail or fax within 10 Business Days.

Bank will communicate the results of the investigation within 10 Business Days after we receive notification and will correct any error promptly. If more time is needed, Bank may take up to forty-five (45) days to investigate the complaint. If Bank decides to do this, provisional credit will be provided to the Account within ten (10) Business Days for the suspected error amount. If Bank requires the complaint or question to be provided in writing and does not receive it in written form within ten (10) Business Days, provisional credit may not be issued.

For errors involving new Accounts, Point of Sale, or foreign-initiated transactions, our investigation may take up to ninety (90) days. For new Accounts, we may take up to twenty (20) Business Days to credit your Account for the amount you think is in error.

If no error was detected, a written explanation will be sent within three (3) Business Days after investigation is completed. Copies of the documents used in the investigation will be provided upon request. If provisional credit was issued, a corresponding debit will be made from the Account.

## VI. Additional Provisions Applicable Only to Business Accounts

A. If you are a corporation, partnership, limited liability company, association or some other form of business entity, that is accessing your business account through Retail Online Banking, you may have been issued one set of access codes (user ID, password, AAI, for your) company representative. It is your responsibility to ensure that access codes are provided only to persons you authorize. You represent to us that each company representative and anyone else using your access codes has general authority from your company to give us instructions to perform transactions using the Services.

Each person using your access codes will have the ability to:

- Transfer funds between your Accounts.
- Make payments using the Bill Payment Services, regardless of the dollar amount of the transaction.
- Make payments regardless of whether he/she is otherwise an authorized signer on any Accounts that are accessed.
- Obtain information that we make available about qualifying Accounts.
- Obtain other services or perform other transactions that we authorize or allow.
- Allow anyone else to use those access codes to make payments or obtain information or other services.

### B. Customer Liability for Unauthorized Transactions From Business Accounts

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a company representative has given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your access codes or take additional steps to prevent further access by such person.

Our system supporting the Services is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept instructions for payments or other transactions from any person using valid access codes. This is so even if the person obtaining access:

- Is not a company representative.
- Exceeds your authority or that granted by any company representative.
- Does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business Account for which valid login was given were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, the Services. Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down. Bank can be contacted as stated in Section III.C.

You agree to promptly examine all Account statements and any confirmations of payments which we may send or make available to you, and to promptly notify us of any discrepancy or error within fourteen (14) days of receipt of any such statement or confirmation.

Call us or write to us at the contact number or address set forth in Section III.C. of this Agreement as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this Agreement which is listed on the statement.

#### C. Limitations on Our Liability in Connection with Business Accounts

We will make every reasonable effort to resolve any disputes that may arise in connection with the Service. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by the Services. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this Agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### D. Security Procedures

By entering into this Agreement and using the Service to perform transactions from business Accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this Agreement. This includes, but is not limited to, protection of login ID, password, and AAI and other personal and business information. Our security procedures are contained in this Agreement and in other written procedures we may provide to you.

Customer shall use reasonable efforts to enforce the terms associated with the tokens. Customer shall be solely responsible for use regarding tokens and any violations of the restrictions on use as set forth in this Agreement. Customer agrees that in the event of any breach of the terms of this Agreement, Customer will indemnify Bank against claims and losses arising from Customer's actions that cause Bank to be in violation of the terms of this Agreement.

Customer is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transactions. Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any log-on ID, AAI, passwords, tokens, and related instructions provided by Bank in connection with the security procedures. If Customer believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Customer agrees to notify Bank immediately followed by Customer's written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

Customer agrees that it, and not Bank, have control over their computer systems. Accordingly, Customer assumes all liability related to connecting and securing internet access to the proper computer as well as complete control over the physical security of their Access Devices. Customer is solely responsible for the accurate creation, modification, and deletion of the Account information maintained on Customer's Access Device used to interact with the Site.

You acknowledge receiving a copy in writing of our current security procedures in other documents and disclosures we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this Agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure, which may from time to time be in effect for detecting errors in transactions covered by this Agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures. You acknowledge and agree that corporate account takeovers ("CATO") wherein unauthorized person maliciously takes over a corporate bank account present significant risk to your assets. If an attacker gains access to an online account, they can transfer funds, steal sensitive customer information, and jeopardize the financial assets and position of a victim. Preventing CATO is primarily your responsibility. Prevention measures include a combination of training, technology, and good business policies. Central Bank recommends that Customers take the following steps to deter CATOs:

- Performing a business risk assessment incorporating the processes used to initiate financial transactions.
- Provide regular internet and email security training for all employees.
- Require multifactor authentication to access both the Services and corporate email.
- Usernames and passwords should be stored confidentially. Passwords should be complex (at least 12 characters with letters, numbers and symbols) and never used on multiple websites. Do not use automatic login features where usernames and passwords are automatically filled into a web browser without additional authentication.
- Implement mandatory dual control for ACH and wire transactions. When two users are required to process transactions, the frequency of fraudulent transactions decreases substantially.
- Monitor alerts and review the Site regularly to observe any balance changes, transfers, password changes, ACH/wire processing and account maintenance (phone or email address changes).
- Remove online user accounts as part of the exit procedure when employees leave the company. Disable user accounts for employees on extended leave. Provide Bank with prompt notice thereof.
- Do not use public or other unsecure computers or network connections (Wi-Fi) to access online services.
- Review account balances and transactions regularly (daily is preferred). Please report any suspicious activity to Central Bank as soon as it is identified.
- Do not click on links in unexpected e-mails or open attachments in unexpected e-mails, even from known senders. Be suspicious of any email asking for personal information including: account numbers, account verification, usernames, passwords or any personal information.
- Develop an incident response program. This should include procedures to follow and resources to contact in the event of a malicious security event.

## Schedule A to Online Banking and Digital Services Agreement

### EXTERNAL TRANSFER TERMS OF SERVICE

#### GENERAL TERMS FOR EACH SERVICE

**1. Introduction.** The provisions of this Schedule A are incorporated into the Online Banking and Digital Services Agreement. All terms defined herein shall only be applicable to this Schedule. This Terms of Service (hereinafter "Agreement") is a contract between you and Central 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: 600 Lake Ave, Storm Lake, IA 50588. We may also be reached at 1-866-732-2190 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.

**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-signer 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.

**ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS**

**1. Description of Service, Authorization and Processing.**

- a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.
- b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you

have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

- c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e., email, push notification).
- d. We will use reasonable 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:
  - 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  - 2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  - 3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
  - 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; 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(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**2. Transfer Methods and Amounts.** Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

**3. Transfer Cancellation Requests.** You may cancel a transfer at any time until it begins processing (as shown in the Service).

**4. Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**5. 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 Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. 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 External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

**6. Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

**7. Returned or Failed Transfers.** In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

**8. Definitions.**

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.

**Electronic Signatures in Global and National Commerce Act  
("ESIGN") Disclosure**

This E-SIGN Disclosure ("Disclosure") applies to any and all communications or disclosures that Central Bank ("we," "us," or "Bank") is legally required to provide to you in writing in connection with your access to and use of our products and services ("Communications"). This Disclosure supplements and is to be construed in accordance with the terms governing the applicable terms and conditions ("Terms") you received from us, including the Online Banking and Digital Services Agreement. The words "we," "us," "our", and "Bank" shall refer to Central Bank and the words "you" and "your" mean you, the individual(s) who uses the Services. As used in this Disclosure, "Services" means the access to or use of any product or service offered by us and the word "Site" includes our website and smartphone application.

1. Scope of Communications to Be Provided in Electronic Form. When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format (via e-mail or on the Site) instead of in paper form. Your consent to receive electronic communications and transactions includes, but is not limited to:
  - All legal and regulatory disclosures and Communications associated with your access to or use of any Services;
  - The terms and any notices about changes in the terms related to the Services;

- Privacy policies and notices;
  - Responses to claims filed or inquiries made in connection with your access to or use of the Services, and
  - Notices regarding transactions, statements, billing, transaction receipts, and such other Communications that we may include from time to time as part of the use of the Services.
2. Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic form will be provided either via e-mail or by access to the Site.
  3. How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form at any time by calling us at 1-866-732-2190. However, your consent to receive Communications in electronic form is required in order to access and use the electronic Communications described in the Online Banking and Digital Services Agreement. If you do withdraw your consent to receive electronic Communications, you will receive your communications via mail. We will incur no liability to you in the event that we take any such action. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your request for withdrawal. In the meantime, you will continue to receive Communications in electronic form. We will not assess or charge a fee in connection with providing you a paper copy unless the terms of your account agreement include those fees. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.
  4. How to Update Your Records. It is your responsibility to provide us with your true, accurate and complete e-mail address, contact information, and other information related to this Disclosure, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through the Site or by contacting us at 1-866-732-2190. We will incur no liability to you in the event that Communications are not delivered to you because the e-mail address you provide us is inaccurate or incomplete.
  5. Hardware and Software Requirements. In order to access, view, and retain electronic Communications that we make available to you, you must have an email account, an electronic device (computer, tablet, smartphone, etc.) that enables access to your e-mail account (in the case of notices delivered by e-mail) and an Internet browser that we support (currently including Google Chrome, Safari, Firefox and Microsoft Edge). You must also have a sufficiently recent version of a program that accurately reads and displays PDF files (such as Adobe Acrobat reader). You will need a printer if you want to print documents and electronic storage availability if you want to retain them electronically for your records.
  6. Requesting Paper Copies. We will not send you a paper copy of any Communication, unless you request it by contacting us at 1-866-732-2190 or we otherwise deem it appropriate to do so. At any time, you may request a one-time paper copy at no additional fee. You can also obtain a paper copy of an electronic Communication by printing it yourself. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.
  7. Communications in Writing. All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.
  8. Federal Law. You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN Act"), and that you and we both intend that the E-SIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.
  9. Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.