

RENASANT BANK

DIGITAL BANKING AGREEMENT

The following information shall constitute the Digital Banking Agreement between you and Renasant Bank ("Bank," "we," "our," "ours"). The terms "you," "your," or "Customer" refers to all owners of the Accounts (as defined in Section 1.1 below) as well as any person who approves this Digital Banking Agreement. This Digital Banking Agreement sets forth the terms and conditions governing the Digital Banking services that we make available over the Internet ("Service") to you or anyone authorized by you with respect to your Accounts and describes your and our rights, responsibilities and obligations. This Digital Banking Agreement also includes by reference, as applicable, the signature cards for your Accounts; your Deposit Account Agreement (as defined in Section 11.7 below); the Common Fee Schedule; Schedule of Fees located at <https://www.renasantbank.com/schedule-of-fees>, and all other applicable rate and fee schedules; Funds Availability Disclosure; and if you are a consumer, Truth in Savings Disclosures; Electronic Funds Transfer Agreement and Disclosure ("EFTA"), Electronic Communication Delivery Authorization and Agreement and whether you are a business or a consumer, all other instructions (including Operating Instructions, as such term is defined below) and the terms and conditions contained or referenced herein relating to specific services that may be provided in connection herewith (this Digital Banking Agreement and of the aforesaid related agreements, schedules or disclosures being referenced herein collectively as this "Agreement"). By clicking the "I agree" button related to this Agreement, you are electronically signing this Agreement, which shall be considered the same as your authorized written signature constituting your binding agreement to all terms, conditions, and notices contained or referenced in this Agreement and, if you are a Consumer (as defined in Section 1.9 below), also constitutes your acknowledgement that you have received and agreed to the terms of the Electronic Communication Delivery Authorization and Agreement. Bank, in its sole discretion, may not permit Customer to use the Service until Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to activate the Service. Bank may further terminate or suspend the Service at any time in its discretion, with or without notice. In any event, Customer agrees that the use by Customer of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to Bank's terms and conditions for the use of such Service as may be in effect as of the time of such usage and the Operating Instructions, whether set forth in this Agreement or otherwise prescribed by Bank. In order to activate the Service, you must have at least one Account with us linked to the Service.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Bank, intending to be legally bound, do hereby agree as follows:

Article I. Definitions.

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

- 1.1. "Account" or "Accounts" means one or more checking, savings, money market deposit, certificates of deposit, or loan account that you have with us.
- 1.2. "Account Access" means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.
- 1.3. "Bill Payment Account" means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Bill Payment Service.
- 1.4. "Bill Payment Service" means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us entered on the bill payment page within Digital Banking.
- 1.5. "Bill Payment" or "Payment" means the remittance of funds, initiated through Digital Banking, from a Bill Payment Account to a Payee.
- 1.6. "Business" means any owner of an Account that is not a Consumer.
- 1.7. "Business Day(s)" means Monday through Friday on which the principal office of Bank, located at 209 Troy Street, Tupelo, MS is open for substantially all of its business. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.
- 1.8. "Business Purpose" means any purpose other than for personal, family or household purposes.
- 1.9. "Consumer" means a natural person that is an account owner.
- 1.10. "Deposit Account Agreement" has the meaning provided in Section 11.7.
- 1.11. "Digital Banking" or "Service(s)" means the services described in this Agreement.
- 1.12. "Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.
- 1.13. "Electronic Device" means a computer, laptop, tablet, smartphone, or other electronic access device that meets the requirements for use of Digital Banking.
- 1.14. "Funds transfer" or "Transfer" means a transfer of funds, initiated through Digital Banking, from one eligible account to another.
- 1.15. "Mobile Banking" means Digital Banking services accessed on your Mobile Device via our Mobile Banking Apps.
- 1.16. "Mobile Banking App(s)" means the downloadable mobile applications for Android and Apple devices that we provide for you to access Mobile Banking.
- 1.17. "Mobile Device" means (i) for access via the Mobile Banking Apps, a data-enabled mobile phone, tablet, or other recognized mobile device that is capable of downloading and running the Mobile Banking App; (ii) for mobile internet access, any mobile phone or other recognized mobile device capable of accessing the Internet that meets the requirements for use of Digital Banking; and

(iii) for Text Banking access, any mobile phone or other recognized mobile device capable of sending and receiving SMS/Text messages. Mobile Devices are a subset of Electronic Devices.

- 1.18.** "Operating Instructions" shall mean any information provided by Bank to Customer and any information provided by Customer to Bank giving instructions for use of the Service. The Operating Instructions, which may be communicated within the terms and conditions of the Service, by online screen instructions or other forms of written notice permitted by this Agreement, are made a part hereof.
- 1.19.** "Password" means the confidential identification consisting of a sequence of characters or numbers or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Digital Banking Services.
- 1.20.** "Payee" means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Digital Banking Services.
- 1.21.** "Primary Account" means the Account you designate for Digital Banking Service fees to be charged.
- 1.22.** "Text Banking" means Digital Banking services accessed and provided via SMS/Text messages to and from your Mobile Device.
- 1.23.** "Transfer Day" means Monday - Friday, to 8:00 p.m., Central Time (Standard or Daylight). Holidays are not included. Bank may change such time by posting notice in the Operating Instructions.
- 1.24.** "User Name" means the sequence of numbers or characters or another code, different from the Password, that is assigned by us or selected by you as identification and is required in addition to the Password when logging on to the Digital Banking Services.

Other definitions may be set forth elsewhere in this Agreement.

Article II. Setup and Use of Digital Banking Services.

2.1. Eligibility.

To have access to the Services you must be an authorized user of the software you select, if required for use with the Equipment (as such term is defined in Section 2.4 below). You must also have at least one Account with us. If you have more than one Account or other relationship with us at the time that you enroll in the Service, we will "link" the Accounts together unless you request certain accounts not be linked. Accounts which are "linked" under the Services will have one common owner and signer. Any person with your Access Code (defined below), acting alone, will be authorized to access a linked account via the Service. If you open an Account after you enroll in the Service, your new Account will be linked to other commonly owned Accounts. Any non-linked account will not be accessible through the Service. If you are self-enrolling in the Service, then during enrollment you must designate a User Name and Password that will be required to gain access to the Service. If Bank enrolls you in the Service, then Bank will assign you a User Name and Password for initial access, and you will be required to change your Password the first time you use the Service. The User Name and Password collectively are referred to as the "Access Code."

2.2. Security Procedure.

The use of the Access Code, as well as other Security Devices, as defined below, and any other procedures which Bank directs you to use in this Agreement or the Operating Instructions, constitute the security procedures established by Bank to authenticate the identity of the person attempting to gain access to the Service (collectively, the "Security Procedures"). The Access Code is not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code (or just your Access Code) will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. **You are responsible for safeguarding the Access Code. Providing your Access Code to another person effectively constitutes a grant of authority to access or make transactions on your accounts.**

2.2.1. You agree to comply with the Security Procedures. You further acknowledge and agree that the Security Procedures, including (without limitation) any Access Code, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure (collectively "Security Devices"), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transactions and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to this Agreement or your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transactions initiated by you and that you bear the sole responsibility for detecting and preventing such error.

2.2.2. You agree to keep all Security Procedures protected, secure, and strictly confidential and to provide or make

available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures to any unauthorized person. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User Name), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Access Code, Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions.

2.2.3. You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.

2.2.4. We reserve the right to modify, amend, supplement, or cancel the Security Procedures, and/or to cancel or replace any Security Devices, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

2.3. Access.

Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. Bank may change or replace the terms and conditions of this Agreement from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article IX. Use of Digital Banking after the effective date of such changes or failure on your part to terminate the Services after such effective date will constitute your consent to the changes.

2.4. Equipment Requirements.

2.4.1. In order to use the Services, you must first obtain your own Electronic Device with Internet connection capability, a Current Version (defined below) of an

operating system and other necessary software, and related equipment (collectively, the "Equipment"). You also must provide the type of Internet access required by the Equipment, which requires a Current Version of an Internet browser (such as Microsoft Edge®, Mozilla Firefox®, Google Chrome®, or Apple Safari®) that is capable of supporting JavaScript, cookies, and 128-bit TLS encryption. As used above, "Current Version" means a version of the software that is currently being supported by its publisher (beta or other test versions of the software that have not yet been generally released are not recommended). Once the Equipment has been properly connected and any required Internet access has been established, you will be able to access the Services' website. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Equipment and the Internet access service to your Electronic Device, and for all related costs. You are solely responsible for virus protection and maintenance of your Electronic Device. Bank shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained Equipment. Bank may add to, modify, or replace software programs used in conjunction with providing the Services under this Agreement at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered.

2.4.2. If you access the Services using a Mobile Device, you acknowledge and agree that "rooted" or "jailbroken" devices are not eligible Mobile Devices. A rooted or jailbroken device is a device that has been modified by any means, including disabling hardware or software controls, to remove the device's standard limitations and protections in contravention of the manufacturer's software or hardware guidelines. You acknowledge and agree that accessing or using the Service on a rooted or jailbroken device is expressly prohibited, constitutes a violation of this Agreement, and is grounds for us to deny access to the Service.

Article III. Digital Banking Services.

3.1. Available Services.

Customers may use the Services to:

1. Make Transfers between Accounts you may have with us.
2. Make Payments to a Payee from your Account(s) (Bill Payment Service).
3. Obtain Account balances.
4. Review recent transactions on your Accounts.
5. Transfer money to make loan payments.
6. Transfer money from Line of Credit to transactional accounts.
7. Communicate directly with Bank via the Digital Banking secure message center.
8. Download Account information in various formats for use with certain financial software programs and/or spreadsheets. (Note: we are not responsible for the accuracy of data or for its integration with financial software)

9. Issue stop payment orders. You may not issue a stop payment on a check issued via Bill Pay Service using this Service.
10. View check images.
11. Order checks
12. Set-up and receive Account Alerts
13. View Account statements, Account related tax documents, and other documents related to the Account or the Services.
14. Make transfers from Accounts you may have with us to accounts you have with other eligible U.S. financial institutions (External Transfer Service).
15. Transfer funds to another person using the Zelle® Transfer Service.
16. Deposit Checks through the Mobile Deposit Service available via the Mobile Banking Apps.

These activities are limited to the extent noted herein and in the agreements governing your various services or accounts with us.

3.2. Additional Services.

Additional services may be included in an update to this Agreement or in other separate agreements to notify you of the existence of any new services available through Digital Banking. Information about new services may be obtained from our website at www.renasantbank.com. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these services.

3.3. Restrictions; Limits.

In most cases you may use Digital Banking to gain access to the Accounts in which you have an unrestricted right to withdraw funds. However, Bank, as it may determine at any time and from time to time in its sole discretion, may deny Digital Banking account access, restrict Digital Banking Account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any Account.

3.4. Vendor.

You acknowledge and agree that the Service is provided by an independent third party service provider ("Vendor") as selected by Bank, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Bank. Neither Bank nor the Vendor is responsible for the actions or omissions of the other.

3.5. Consumer Disclosure Provisions.

THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO CONSUMER SERVICES AND ACCOUNTS ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES

3.5.1. Unauthorized Transactions.

To the extent a Service transaction is an "electronic fund transfer" under Consumer Federal Protection Bureau Regulation E ("REG E"), tell us AT ONCE if you believe your Password has been lost or stolen, or if you believe that a Digital Banking transaction has been made without your permission using information from

your check. Telephoning is the best way of keeping your possible losses down. Call us at 800-680-1601 or write to us at Renasant Bank, Attn: Special Products-Electronic Banking Administrator, P.O. Box 709, Tupelo, MS 38802-0709. You could lose all the money in your Accounts (plus the money in any account linked to your Accounts for overdraft protection or may be obligated to repay the maximum amount of any line of credit established with us to cover overdrafts). If you tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, you can lose no more than \$50.00 if someone used your Access Code without your authorization or made a transaction without your authorization.

If you do NOT tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, and we can prove we could have stopped someone from using your Access Code or the Service without your authorization if you had told us, you could lose as much as \$500.00. Also, if your statement shows a transaction that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed, electronically transmitted, or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods as may be reasonable under the circumstances.

3.5.2. Bank's Failure to Complete Transactions.

To the extent that a Service transaction is an "electronic fund transfer" under Reg E that relates to an Account established primarily for personal, family, or household purposes, if we do not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement, we will be liable for your losses or damages. However, we will not be liable (and any Payment guarantee provided elsewhere in this Agreement will not be applicable) if any of the following occurs:

- .1. Through no fault of ours, the Account selected by you does not contain sufficient available funds to complete the transaction;
- .2. The transaction would exceed the credit limit on any overdraft line of credit linked to the Account;
- .3. Your Equipment, including without limitation, Electronic Device, Internet service provider, telephone line, modem is not operating properly;
- .4. The Service is not working properly and you were aware of the malfunction when you initiated the transaction;
- .5. You do not properly follow the instructional materials or Operating Instructions provided in connection with Digital Banking;
- .6. You do not authorize a Payment within a sufficient period of time for your Payment to be received by the payee by the due date;

- .7. You have not provided us with the correct Payee name, address, account information, Payment amount, or other instructions necessary to complete the Payment, or the foregoing instructions stored on your Electronic Device's hard drive or the host system have been lost;
- .8. A Payee mishandles or delays the handling of Payments sent by us;
- .9. Your funds are held or frozen, or a court order or other legal process prevents us from making a transaction;
- .10. Your Access Code has been reported lost or stolen;
- .11. We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;
- .12. You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Service or the Account;
- .13. Your telephone service has been disconnected or there are deficiencies in the quality of your telephone line;
- .14. Circumstances beyond our control (such as telecommunication, Internet or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;
- .15. Completing a transaction would cause us to violate any law, rule, or regulation to which we are subject; or
- .16. Any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special, or consequential damages).

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

3.5.3. Error Resolution.

In case of errors or questions about your Electronic transactions, telephone us, write us at or E-mail us at the number or location provided in Section 11.6 as soon as you can if you think that your statement is wrong or you need more information about a transaction listed on your statement or appearing on the account activity screen of your Electronic Device, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared or you received notification of the problem or error on your Electronic Device. You must:

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within thirty (30) days after the first deposit to the Account) after we hear from you and will correct any error promptly. If we require more time, however, we may take up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within thirty (30) days after the first deposit to the Account) to investigate your complaint or question. If this additional time is necessary, and your written notification has been received by us, we will credit your Account within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within thirty (30) days after the first deposit to the Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within thirty (30) days after the first deposit to the Account), we will not credit your Account and we will still have up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the Account) for our investigation.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Article IV. Additional Information about the Services.

4.1. Account Access.

Transfers, Payments, and other transactions from your Account will be deducted on the date you instruct us to process them. If the date you schedule a transaction is not a Business Day, we will process your transaction the next Business Day. We may refuse to act on your transaction instructions or requests if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the transaction. However, without limitation on the foregoing, you authorize us, in our sole discretion and in accordance with our standard, discretionary overdraft practices (as more fully explained in the Deposit Account Agreement), to deduct transactions from the selected Account even if the transaction will create an overdraft, but we shall have no obligation to do so. You will be responsible for any applicable overdraft fee or non-sufficient funds fee if sufficient funds are not available to pay the transaction.

4.2. Processing Fund Transfers.

We can process a Transfer made by you until the end of the Transfer Day. If you request a Transfer after the end of the Transfer Day, the Transfer will be processed the following Transfer Day. If you schedule a Transfer for a future date, we will process the transaction after the close of business on that date, if that day is a Business Day.

You are fully obligated to us to provide sufficient funds for any Transfers or other transactions you make or authorize to be made. If we complete a Transfer or other transaction that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other Account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

4.3. Canceling Transfers.

You may cancel a pending Transfer transaction. However, to do so, we must receive your instruction to cancel no later than one Business Day before the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.

4.4. Transfer(s) from Money Market Deposit Accounts.

On money market accounts, we charge a fee for each withdrawal or transfer in excess of six per month. The amount of this fee is set forth in the Truth in Savings Disclosure for your Account.

4.5. Electronic Communications and Notifications.

4.5.1. E-Mails.

Bank will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to Bank immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your Accounts, you should contact Bank immediately by calling the Digital Banking Department (see Section 11.6). Bank will not take actions based on your e-mail requests until Bank actually receives your message and has a reasonable opportunity to act. Please see additional information regarding e-mails located in Section 11.1

4.5.2. Account Notifications.

You may have the ability to set up an "Account Alert," which is a convenience feature that permits you to request a notification of specific situations to be sent to you via your selected method(s) of communication (email, SMS/text message, and/or push notification). For example, you can request an Account Alert when an Account has reached a certain balance or check has been processed. You are responsible to input accurate information to set up the Account Alert. Account Alerts do not replace standard communications received from us concerning your Accounts. We are not responsible for any losses, damages or expenses that may occur if an Account Alert is not set up properly or is not processed as a result of factors beyond our reasonable control. You agree to keep your e-mail address and/or mobile phone number up to date, using the Service. If you elect to receive Account Alerts via push notification, you further agree to keep the Mobile Banking App updated to its most recent release.

4.5.3. Secure Messaging.

You may communicate with us using the "Secure Messaging" feature offered as part of the Service. You agree not to use this feature to conduct transactions on

an Account, to seek to accomplish any of the available services listed in Section 3.1, or to provide us with instructions or notice. We may post messages for you in the "Secure Messaging" location of our Digital Banking website. We may also use e-mail to notify you that a new message has been posted. After you log in, you agree to review all messages. You agree to keep your e-mail address up to date, using the Service. You will be deemed to have "received" the message upon receipt and opening of the message, or by the next Business Day after we post it to the Digital Banking website and send you a notification of availability, whichever occurs earliest.

We may not immediately receive messages that you send and we will not take action based on any requests until we actually receive your message and have had a reasonable opportunity to act. Therefore, you should not rely on secure messaging if you need our immediate attention. In such cases, you should contact Bank immediately by calling the Digital Banking Department (see Section 11.6). For example, if you need to report an unauthorized transaction from one of your Accounts, you should call us to ensure prompt action on your request.

4.6. Overdrafts: Order of Payments, Transfers, and Other Withdrawals.

If funds are withdrawn from any of your Accounts by means of electronic funds transfers, other than through Digital Banking on the same Business Day as a Digital Banking transaction, and if the Account contains insufficient funds to enable both the electronic funds transfer and the Digital Banking transaction to be made, then the electronic funds transfer will have priority and the Digital Banking transaction will be refused or will result in an overdraft on your Account. This is at Bank's sole discretion.

4.7. Bill Payment Service.

4.7.1. You can arrange, at your option, for the Payment of your current, future and recurring bills from your designated Bill Payment Account. For Bill Payment Service, your Payee list may include utility companies, merchants, financial institutions, individuals, etc. within the United States whom you wish to pay through Bill Payment Service. Please include the full name of the Payee and a complete mailing address and telephone number for each Payee, along with your account number with the Payee, the amount of the Payment, and whether the Payment is recurring. Bank reserves the right to decline to make Payments to certain persons and entities. You agree that any Payment for insurance, taxes, Payments that are court-ordered, government Payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Payments. On recurring Payments, it is your responsibility to update Payee account information such as address changes, account numbers, etc.

Payments are posted against your Available Balance, as defined in the Deposit Account Agreement, plus the available funds from any Overdraft Service(s), as defined in the Deposit Account Agreement, in which you are enrolled.

4.7.2. You may schedule Payments to be initiated on the current Business Day, on a future date, or on the same date of each month. If you are scheduling a Payment for the current day it must be scheduled prior to 7:00 p.m. Central Time. Changes to previously scheduled "one-time Payments" (as described below) must be made before 7:00 p.m. Central Time on the Send Date. Please note, however, that we cannot guarantee such changes will be effective if they are made less than twenty-four (24) hours in advance of the Send Date. Bank may change the foregoing deadlines by posting notice in the Operating Instructions. If the transaction shows an (IN PROCESS) status, then the Payment cannot be modified or deleted. Although you can enter Payment information through the Service twenty-four (24) hours a day, seven (7) days a week, Bank only initiates on Business Days. Funds must be available in your Account on the scheduled Payment date. We may make the Payment either by transferring funds electronically to the Payee or by mailing the Payee a check. Funds will be deducted from your account on the Business Day the Payment is to be initiated for electronic Payments. Payments made by check will be deducted from your Account when the check clears your account. If you direct the initiation of a Payment to occur on a day other than a Business Day, it will be initiated on the following Business Day. The Bill Payment Service will indicate whether a Payee is paid electronically or by check, and if by check, will provide you with a check number for the Bill Payment check on the Payment confirmation screen. FOR RECURRING PAYMENTS, IF YOU SCHEDULE A PAYMENT DATE FOR THE 28TH THROUGH THE 31ST OF A MONTH, PROCESSING WILL BE INITIATED ON THE LAST BUSINESS DAY OF THE MONTH.

When you create a new Payee in the Bill Payment service, it has a temporary status until we have had sufficient time to set up the account, and for your business Payees, verify information about your Bill Payment Account. You should schedule a Payment to a new Payee at least ten (10) Business Days before any Payment due date, to allow us time to set up the Payee and verify information about your Account with the Payee. Bank is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the Payee. There is no limit on the number of Payees or number of Payments that may be authorized. Payments are subject to the availability of sufficient funds in the designated Bill Payment Account. However, Bank reserves the right to impose limits at some future date, with proper written notice. You acknowledge and agree that if you describe a Payee inconsistently by name and account number, scheduled Bill Payment transactions to the Payee will occur on the basis of the account number, even if it identifies a person other than the named Payee.

For all subsequent Payments, you agree to allow at least three (3) to five (5) Business Days between the date you schedule a Payment to be initiated ("Send Date") and the Payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other actions taken by the Payee. If you schedule your

Payment and follow all instructions provided, and the Payment is not received by the Payee in a timely manner, a representative of Bank will work with the Payee on your behalf to attempt to have any late fees or charges reversed.

When you schedule a Payment that will be made by check, you authorize us to issue a check drawn on your Bill Payment Account for the requested amount. If sufficient funds are not available in your Bill Payment Account when the check is presented to us for payment, we may either refuse to honor the check and return it unpaid or we may elect to pay the check regardless of the insufficient funds in accordance with our standard, discretionary overdraft practices (as more fully explained in the Deposit Account Agreement). You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your Account.

4.7.3. If Payment is to be made electronically and your Bill Payment Account does not have sufficient funds to make a Payment as of the date the Payment is attempted or scheduled to be made, the Payment may be canceled and no further attempt will be made by Bank to make the Payment. Bank shall have no obligation or liability if it does not complete a Payment because there are insufficient funds in your Bill Payment Account to process a transaction. However, without limitation on the foregoing, Bank may deduct payments from the Bill Payment Account even if the Payment will create an overdraft as more fully explained in Section 4.1, but Bank shall have no obligation to do so. In all cases, you are responsible for either making alternate arrangements for the Payment or rescheduling the Payment through the Service. In the case of recurring Payments, only the Payment currently scheduled will be canceled. Recurring Payments scheduled for future dates will not be affected.

4.7.4. Recurring Payments and Transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Payments and Transfers will be made automatically until you delete the Payment or Transfer or upon expiration. If the Payment is not a recurring Payment, it will be a "one-time Payment." One-time Payments do not recur and are not made until you enter the Payee and amount of the current bill and submit the Payment. You may delete a Current Payment (that is, a single Payment you schedule to initiate the next time you transmit Payments) up to 7:00 p.m. CST on the Send Date. We cannot guarantee deletion of the Payment will be effective if such deletion is made less than twenty-four (24) hours prior to the Send Date. A "Future Payment" (that is, a Payment you schedule to be initiated within the next 45 days) or a "Recurring Payment" (that is, a Payment you schedule to initiate weekly, semi-monthly or monthly) must be deleted by 8:00 p.m. CST at least one Business Day prior to the Send Date or two Business Days prior to the Send Date if the Send Date is a Saturday, Sunday or holiday. (Remember: modification of a recurring Payment or Transfer instruction will affect all future Payments or Transfers associated with that Payment or Transfer.)

Bank may change the foregoing deadlines by posting notice in the Operating Instructions.

A stop payment cannot be placed on an Electronic Bill Payment transaction once issued. However, a stop payment can be placed on a Bill Payment transaction by Bill Payment check in the same manner as a personally written check. See the section on stop payments in the Deposit Account Agreement for more information on the timing and information requirements for placing a stop payment.

There is no fee for deleting a Payment initiated through Bill Payment; however a fee will apply for a stop payment on a Bill Payment check.

In the event a Payment is returned to us for any reason, you authorize us, in our sole and absolute discretion, either to research and correct the Payment information or to void the Payment and re-credit your Account.

- 4.7.5.** If you do not schedule or process a Payment via the Bill Payment Service for any three (3) month period, we may terminate your Bill Payment Service. If you close your Bill Payment Account, or if we terminate your Bill Payment Service, your online Bill Payment information will be lost and all pending Payments will be cancelled with the exception of any outstanding Bill Payment checks that have been issued but not yet presented to us for payment as more fully discussed below. If you decide to terminate the Bill Payment Service, you agree to cancel all future Bill Payments at the same time that you cancel your Bill Payment Service, either by deleting those payments yourself using the Bill Payment Service or by calling us at the number provided in Section 11.6. This will ensure that future payments made by you will not be duplicated. We will automatically delete all outstanding payment orders (all one-time Payments and all recurring Payments) once your Bill Payment Service has been terminated. Termination of the Bill Payment Service will not automatically close your Accounts and will not affect your obligations arising from past Bill Payment transactions. Any outstanding checks that have been issued for Payments made by Bill Payment check but which have not yet been presented to us for payment at the time the Bill Payment Service is terminated will either (i) be paid or returned in accordance with the provisions of Section 4.7.2 if your Bill Payment Account remains open; or (ii) be returned unpaid if your Bill Payment Account has been closed. If your Bill Payment Account remains open and you do not want any remaining outstanding Bill Payment checks to be paid when presented to us for payment, then you must place a stop payment on such check(s) as described in Section 4.7.4.

4.8. External Transfer Service.

- 4.8.1.** The External Transfer Service permits you, through Digital Banking, to electronically transfer money ("External Transfer") from your linked Account(s) to accounts ("External Account(s)") at other financial institutions that are located in the United States and have valid ABA routing/transit numbers ("Approved Financial Institution(s)"). An External Transfer moves funds from a linked Account to an External Account at an Approved Financial Institution. You will need to enroll each External Account that you wish to use with

the External Transfer Service. You agree that you will only enroll External Accounts for which you have the authority to transfer funds into (credit). All External Accounts requested to be used with this Service will be verified in accordance with Bank's procedures. You must complete the verification process prior to using the Service. Verification instructions are displayed to you during the enrollment process.

- 4.8.2.** To enroll an External Account in the Service, you will need the routing/transit number and account number of the External Account you wish to enroll, which can be found on a deposit slip or check for that account. You understand and agree that at all times your relationship with each Approved Financial Institution is independent of Bank and your use of the Service. Bank will not be responsible for any acts or omissions by an Approved Financial Institution, including, without limitation, any modification, interruption or discontinuance of any External Account by the Approved Financial Institution. Additionally, all External Transfers are also subject to the rules and regulations governing the relevant External Accounts. You agree not to effect any External Transfers to an External Account that are not allowed under the rules or regulations applicable to such External Account including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.
- 4.8.3.** The External Transfer Service is a Consumer product and is not intended for Businesses. Bank offers Businesses other similar products designed for commercial use (treasury management services). In the event Bank becomes aware that Business accounts are being used to conduct External Transfers utilizing this Service, you agree that Bank has the right to terminate your use of this Service.
- 4.8.4.** You will be charged a fee for each External Transfer you make. The amount of the fee will either be disclosed on our Common Fee Schedule or provided to you at the time you make an External Transfer. We may change this fee from time to time by the procedures outlined in Article IX for amending this Agreement.
- 4.8.5.** The following information pertains to the processing of External Transfers:
- 1.** You may schedule External Transfers to be initiated on the current Business Day, on a future date, or on the same date of each month. If you are scheduling an External Transfer for the current day we must receive your transfer request prior to our processing cutoff time for the day. The Service will not allow you to schedule a same-day External Transfer after the cutoff time. If you schedule an External Transfer, you may delete or edit the transfer request until the cutoff time on the scheduled transfer or start date.
 - 2.** External Transfer requests received on weekends, holidays, or after the cutoff time on a Business Day will be processed on the following Business Day.

- 3. Recurring External Transfers scheduled for the 28th through the 31st of a month, will be initiated on the last Business Day of the month.
- 4. Once funds are transferred from your linked Account to an External Account, the availability of such funds will be at the sole discretion of the Approved Financial Institution that holds such External Account.

4.8.6. There is no limit on the number of External Transfers that you can make; however, unless otherwise approved by Bank in advance, no individual External Transfer may exceed \$2,500.00. For security reasons, we may also limit the total amount of External Transfers that may be initiated within a specified time period.

4.8.7. You authorize us to follow your transfer instructions and to make External Transfers through electronic means or any other means that we determine is appropriate. We may suspend or terminate External Transfer capabilities at our sole discretion.

4.9. Zelle® Transfer Service.

4.9.1. Your use of the Zelle® Transfer Service ("Zelle Service") is governed by the terms of this Agreement. In particular, the provisions of this Section 4.9 state the terms and conditions under which you can transfer funds from your eligible Account to another person using the Zelle Network® ("Zelle"). In the event of a conflict between the terms of this Section 4.9 and the remainder of this Agreement regarding the Zelle Service, this Section 4.9 shall control to the extent necessary to resolve such conflict. You acknowledge that email and/or messages displayed on your Electronic Device will be the primary means of communication for the Zelle Service. You are responsible for maintaining a current email address and/or mobile phone number, and you agree that you will, in a timely manner, review messages and notifications you receive from us and check your Account to confirm it reflects recent activity.

4.9.2. Description of the Zelle Service.

- 1. We have partnered with Zelle to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses or mobile phone numbers. We will refer to financial institutions that have partnered with Zelle as "Network Banks." Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.
- 2. Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank. Transfers will be governed by the rules of any funds transfer system through which the transfers are made, as amended time from time, including, without limitation, the National Automated Clearing House Association ("NACHA") or real time payment services ("RTP").

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

4. THE ZELLE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

4.9.3. Eligibility and User Profile. When you enroll to use the Zelle Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Service, you agree to the terms and conditions governing the Zelle Service. You represent that you are a U.S. resident (not including the U.S. territories) at least eighteen (18) years of age and that you have the authority to authorize debits and credits to the Account enrolled for use with the Zelle Service. You agree that you will not use the Zelle Service to request, send or receive money from anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law. THE ZELLE SERVICE IS INTENDED FOR PERSONAL, NOT BUSINESS OR COMMERCIAL USE. YOU AGREE THAT YOU WILL NOT USE THE ZELLE SERVICE TO SEND OR RECEIVE PAYMENTS IN CONNECTION WITH YOUR BUSINESS OR COMMERCIAL ENTERPRISE. WE RESERVE THE RIGHT TO DECLINE YOUR REGISTRATION IF WE BELIEVE THAT YOU ARE ENROLLING TO USE THE ZELLE SERVICE WITH YOUR BUSINESS ACCOUNT OR TO RECEIVE BUSINESS OR COMMERCIAL PAYMENTS. WE FURTHER RESERVE THE RIGHT TO SUSPEND OR TERMINATE YOUR USE OF THE ZELLE SERVICE IF WE BELIEVE THAT YOU ARE USING THE ZELLE SERVICE FOR BUSINESS OR COMMERCIAL PURPOSES, OR FOR ANY UNLAWFUL PURPOSE.

4.9.4. Enrolling for the Zelle Service. You must provide us with an email address that you use and access regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers or temporary mobile phone numbers). Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User's initiation or at your request, subject to the conditions of Section 4.9.10 below titled "Requesting Money."

4.9.5. Consent to Emails and Automated Text Messages. By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone

number and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Zelle Services or related transfers between Network Banks and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

1. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service (SMS). Please check your mobile service agreement for details or applicable fees.
2. You will immediately notify us if any email address or mobile phone number you have enrolled is (1) surrendered by you, (2) inactivated or removed by your provider, or (3) changed by you.
3. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.
4. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
5. To cancel text messaging from us, send STOP to 79680. For help or information regarding text messaging, send HELP to 79680 or contact our customer service at 1-877-367-5371. You expressly consent to receipt of a text message to confirm your "STOP" request.
6. At our discretion and without any obligation to do so, from time to time we or Zelle may use information on file with your wireless carrier to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle Service. By using the Zelle Service, you authorize your wireless carrier to use or disclose information related to your wireless subscriber account (such as your mobile number, name, address, email, network status, customer type, mobile device identifiers and other device and subscriber status information) to Bank or its service providers solely to verify your identity and help prevent fraud. In addition to our privacy practices described in Article Article VII, see Zelle's Privacy Policy located at <https://www.zellepay.com/privacy-policy> for how it treats your data.

4.9.6. Receiving Money; Money Transfers by Network Banks. Once a User initiates a transfer of money to

your email address or mobile phone number enrolled with the Zelle Service, you have no ability to stop the transfer. By using the Zelle Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification). If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

4.9.7. Sending Money; Debits by Network Banks. You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Zelle Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Bank to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Service. If the person you sent money to has already enrolled with Zelle, either in the Zelle mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with either Zelle or a Network Bank, the transfer may take up to two (2) days from the day the intended recipient responds to the payment notification by enrolling as a User. During this period, and in any other circumstances when we need additional time to verify the transfer details, a hold will be placed on your Account for the amount of the transfer. You understand and acknowledge that a person to whom you are sending money and who is not enrolled as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification). We have no control over the actions of other Users, other Network Banks or other financial institutions

that could delay or prevent your money from being delivered to the intended User.

4.9.8. Liability.

.1. Neither we nor Zelle shall have liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Zelle Service. WE ARE NOT LIABLE IF YOU ACCIDENTALLY SEND MONEY TO A WRONG EMAIL ADDRESS OR PHONE NUMBER WHICH RESULTS IN THE DELIVERY OF A ZELLE PAYMENT TO AN UNINTENDED RECEIVER, AND ANY SUCH TRANSACTION SHALL NOT BE CONSIDERED AN "ERROR" FOR PURPOSES OF REG. E SO LONG AS WE AND ZELLE COMPLETED THE TRANSACTION IN ACCORDANCE WITH THE INSTRUCTIONS YOU PROVIDED.

.2. THE ZELLE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND PEOPLE YOU KNOW AND TRUST. FOR YOUR SECURITY, YOU SHOULD NOT USE THE ZELLE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. NEITHER WE NOR ZELLE OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE ZELLE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). YOU AGREE THAT YOU, NOT WE OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE ZELLE SERVICE.

4.9.9. Send Limits. We reserve the right to limit the frequency and dollar amount of transactions from any of your accounts for security reasons. We will not be liable to you for any Zelle transfer that cannot be completed in accordance with your instructions due to limitations imposed by other financial institutions.

4.9.10. Requesting Money. You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount you request. If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User. By accepting this Agreement or using the Zelle Service, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is

owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend, and hold harmless us, Zelle, our and their owners, directors, officers, agents, and Network Banks from and against all claims, losses, expenses, damages, and costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts. You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money. We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive, or unwelcome by the recipient.

4.9.11. Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN ADDITION TO ANY OTHER DISCLAIMERS IN THIS AGREEMENT, AND SUBJECT TO APPLICABLE LAW, ZELLE AND BANK MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE SERVICE. ZELLE AND BANK EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE SERVICE DESCRIBED OR PROVIDED. ZELLE AND BANK DO NOT WARRANT THAT THE ZELLE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

4.9.12. Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY PROVISIONS IN THIS AGREEMENT, AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE OR BANK, THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, OR AGENTS, OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE

SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE OR BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE'S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE SERVICE. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE OR BANK, THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AND AGENTS, OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

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

Article V. Limitations.

Your use of these Services is subject to the following limitations:

5.1. Dollar Amount.

There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.

5.2. Frequency.

In addition to the Federal banking regulations that restrict the number of Transfers, Payments and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

5.3. Foreign Transactions.

No Payments may be made to Payees outside the United States.

5.4. Additional Limitations.

Additional limitations may be contained elsewhere in this Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with Bank or by applicable law.

Article VI. Parties' Responsibilities.

6.1. Your Responsibility.

6.1.1. Physical and Electronic Security.

- 1.** You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Bank is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.
- 2.** You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). You acknowledge that Bank will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event you receive an e-mail or other electronic communication that you believe, or has reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, you agree that Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.
- 3.** In the event of a breach of the Security Procedure, you agree to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Bank shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Bank. In the event of a breach of a Security Procedure, you may be required to close your Accounts or to execute a bank approved reactivation agreement before the Services are reinstated to the Account.

6.1.2. Reporting Unauthorized Transactions.

You should notify us immediately if you believe your Access Codes have been lost or stolen, that someone has gained access to the Security Procedure, or that someone has made a Payment or Transfer or may make a Payment or Transfer from your Account without your permission or if you suspect any fraudulent activity on your Account. To notify us, call us at the number provided in Section 11.6. You should refer to Section 3.5.1 for additional information regarding unauthorized transactions.

6.1.3. Duty to Inspect.

You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by Bank. You must report all errors to Bank for Services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the Business Day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time not to exceed thirty (30) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against Bank any claims arising from the error or any loss caused by the error.

6.1.4. Financial Information.

Bank may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by Bank, in the form required by Bank. If you refuse to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of you is unacceptable, Bank may terminate the Service according to the provisions hereof. You authorize Bank to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

6.1.5. Deadlines.

You shall deliver or transmit all data or information to Bank by the deadline(s) specified in this Agreement. Bank shall have no obligation to process data or perform the Service if the data is not received by Bank by the specified deadline.

6.1.6. Payment for Services.

.1. You agree to pay Bank the fees established by Bank for rendering the Services under the terms of this Agreement. Depending on which Digital Banking services you subscribe to, you may be charged any applicable Digital Banking fees as set forth in our Common Fee Schedule hereby incorporated by reference and made a part hereof. Once you have subscribed and if we charge a monthly fee, you will be charged the applicable monthly fee(s) whether or not you use Digital Banking.

- .2. Bank may change or add any fees for Digital Banking by the procedures outlined in Article IX for amending this Agreement. Fees charged for Digital Banking under this Agreement are in addition to any service charges or fees that apply to your Accounts with us.
- .3. You authorize Bank to deduct all applicable monthly fees from the Primary Account you have specified. If you close the Primary Account, you must notify us and identify a new Primary Account for the selected services, and unless and/or until you notify us and identify a new Primary Account, fees may be deducted from any other Account you maintain with us or any of our affiliates. Furthermore, Bank may set off against any amount it owes to you in order to obtain payment of your obligations under this Agreement.
- .4. In addition to any applicable Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Bank). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

6.1.7. Additional Provisions for Business Customers.

THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO SERVICES AND ACCOUNTS ESTABLISHED PRIMARILY FOR BUSINESS PURPOSES.

.1. Use of Services.

You will use the Services only for your own internal business use in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. FURTHER, YOU REPRESENT AND WARRANT THAT NONE OF THE ACCOUNTS HAVE BEEN ESTABLISHED OR ARE BEING OR WILL BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND THAT YOU ARE NOT A "CONSUMER" UNDER REGULATION E – ELECTRONIC FUNDS TRANSFER ACT (HEREIN, "REG. E").

.2. Prohibited Transactions.

You agree not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You

acknowledge and agree that Bank has no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.

6.2. Bank's Responsibilities.

Bank agrees to use ordinary care in rendering Services under this Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Bank may incur in collecting any sums you owe to Bank for overdrafts, service charges or otherwise or in enforcing any rights Bank may have under the terms of this Agreement or applicable law, rule or regulation applicable to your Account(s) or the Services rendered by Bank under this Agreement. You also agree to pay all attorneys' fees, costs and expenses that Bank may incur as the result of defending any claim or action made against Bank by you, or on your behalf where Bank is found not to be liable for such claim. Except as otherwise provided in the Deposit Account Agreement, in no event shall Bank be liable to you for attorneys' fees incurred by you in any action brought by you against Bank.

Our sole responsibility for an error in a transaction will be to correct the error. Without limiting the generality of the foregoing, we will not be responsible for the following matters, or for errors or failures of our Services that result therefrom:

6.2.1. Access.

We will not be liable under this Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.

6.2.2. Your Computer Equipment & Your Software.

We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your Equipment used with our Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Microsoft Internet Explorer®, Mozilla Firefox®, Google Chrome®, Apple Safari® or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any Equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Digital Banking Services.

6.2.3. Prohibited, Unauthorized, or Illegal Transactions or Instructions.

We may refuse to honor a request for a transaction if: (a) it exceeds your available funds on deposit with Bank; (b) it is not in accordance with any condition indicated by you and agreed to by Bank; (c) Bank has reason to believe it may not be authorized by you; (d) it involves funds subject to hold, dispute, or legal process preventing their withdrawal; (e) it would violate any provision of any present or future risk control

program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (f) it is not in accordance with any other requirement stated in this Agreement or any Bank policy, procedure or practice; or, (g) for the protection of Bank or you, Bank has reasonable cause not to honor.

Article VII. Privacy/Information Sharing.

The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the transactions you make: (a) where it is necessary for completing the transactions or processing or maintaining your Accounts; (b) as provided in our Privacy Policy Notice; (c) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (d) in order to comply with legal process, government agency or court orders; (e) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (f) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our banking locations.

Article VIII. Termination.

8.1. Termination Upon Written Notice.

Either you or Bank may terminate this Agreement and your Digital Banking subscription at any time. Any termination by Customer must be on written notice to Bank and shall be effective ten (10) days after giving notice to Bank or any other date that is mutually agreeable to the parties. Any termination by Bank shall be effective either as of the date of termination or on the date specified in the notice of termination. If you terminate Digital Banking, you authorize Bank to continue making Transfers, Payments, or other transactions you have previously authorized and continue to charge monthly fees until such time as Bank has had a reasonable opportunity to act upon your termination notice. Once Bank has acted upon your termination notice, Bank will make no further Transfers, Payments, or other transactions from your Accounts, including any transactions you have previously authorized. If Bank terminates your use of Digital Banking, Bank reserves the right to make no further Transfers, Payments, or other transactions from your Accounts, including any transactions you have previously authorized.

8.2. Immediate Termination.

Notwithstanding Section 8.1, Bank may immediately terminate this Agreement without notice if, (a) you or we close your Account(s), or (b) in Bank's sole discretion, Bank determines that you have abused the Digital Banking Service or Bank believes that it will suffer a loss or other damage if the Agreement is not terminated, or (c) if Bank discontinues the Services to customers who are similarly situated as you or revises the Service to the extent termination is necessary for an ordinary transition to a new service.

8.3. Rights Cumulative.

Bank's election to terminate this Agreement is in addition to any and all other remedies that may be available to Bank

and will not affect any obligations you may have to Bank. Any reinstatement of the Service under this Agreement will be at Bank's sole discretion and may require your execute a Bank approved reactivation agreement before Services are reinstated to an Account.

8.4. Rights/Duties Upon Termination.

Upon termination of this Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within fifteen (15) days after the later to occur of (i) termination of the Agreement or (ii) the last date that such party receives any such property or rights.

Upon termination of this Agreement, (i) you will promptly pay to Bank all sums due or to become due under this Agreement, and (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

Article IX. Changes in Terms and other Amendments.

Where the EFTA and REG E apply, Bank may amend this Agreement at any time by sending notice to you by mail or, to the extent permitted by law, by e-mail or electronic communication through Digital Banking, at least twenty-one (21) days before the effective date of the amendment. Where the EFTA and REG E apply, notice is always required if the change would result in:

- Increased fees for you;
- Increased liability for you;
- Fewer types of available electronic fund transfers; or
- Stricter limitations on the frequency of dollar amount of transfers.

If the EFTA and REG E apply, we are not required to give notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an Account or an electronic fund transfer system. However, if such a change is permanent, and disclosure would not jeopardize security, we will notify you in writing on or with the next regularly scheduled periodic statement or within thirty (30) days of making the change permanent. Such notices will also be published on Bank's web site. If the EFTA and REG E do not apply to a particular transaction, and other state or federal laws do not specify any notice or other requirements for an amendment, we will decide what kind of notice (if any) we will give you and the method of providing any such notice. Your continued use of Digital Banking is your agreement to any amendments of the Agreement, including the Operating Instructions as may be amended from time to time.

Article X. Provisions Specific to Mobile Banking.

10.1. Text Banking.

10.1.1. The Text Banking services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.

10.1.2. The Text Banking services are provided by Bank and not by any other third party. You and Bank are solely responsible for the content transmitted through the text messages sent to and from Bank. You must

provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.).

10.1.3. Text Banking functionality may vary by device used and we do not guarantee the availability of all features on all Mobile Devices. To enroll in the Text Banking service, you must register the phone number of your Mobile Device with Bank as well as any other information we may require to authenticate your identity. Once you have enrolled in Text Banking, you will receive a text message to your Mobile Device acknowledging that you have registered for this Service. After you receive the text message, you will be provided with further instructions on how to receive Account balance information using Text Banking. For help with Text Banking, text "HELP" to 79680. To cancel your enrollment, text "STOP" to 79680 at any time. In case of questions please contact us at the number provided in Section 11.6.

10.2. Mobile Deposit Service.

10.2.1. Your use of Bank's Mobile Deposit Service ("Mobile Deposit Service") is governed by the terms of this Agreement. In particular, the provisions of this Section 10.2 state the terms and conditions under which you can use the Mobile Deposit Service. In the event of a conflict between the terms of this Section 10.2 and the remainder of this Agreement regarding the Mobile Deposit Service, this Section 10.2 shall control to the extent necessary to resolve such conflict. You acknowledge that email and/or messages displayed on your Mobile Device will be the primary means of communication for the Mobile Deposit Service. You are responsible for maintaining a current email address and you agree that you will, in a timely manner, review messages and notifications you receive from us and check your Account to confirm it reflects recent activity.

10.2.2. Mobile Deposit Service Description. The Mobile Deposit Service allows you to use the Mobile Banking Apps to make deposits to your Accounts from home, office, or other remote locations (individually a "Mobile Deposit"; collectively "Mobile Deposits") by taking photos of the front and back of original checks and transmitting the digital images ("Images") and associated deposit information to us or our processor with your Mobile Device.

10.2.3. Limits. We may establish daily and 10-day limits on the dollar amount and/or number of Check Images or Mobile Deposits from time to time. The daily and 10-day limits are over Business Days and calculated based on your total Mobile Deposit activity across all of the Accounts that you use with this service. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit and you may deposit the check(s) in a manner consistent with other methods for making deposits provided by the Bank (such as at a branch or ATM or by mail). If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Your dollar deposit limit will be disclosed to you at the time that you make the Mobile Deposit.

Bank reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.

10.2.4. Provisional Credit and Funds Availability. After acceptance of the Mobile Deposit, Bank shall process the Mobile Deposit along with other transactions received that Business Day by Bank and grant your Account Provisional Credit (as herein defined) for the total amount of the Mobile Deposit or the accepted Mobile Deposit, as applicable. As used herein, "Provisional Credit" means that the credit is made to your Account subject to final payment of the Check Image and subject to the terms of the Deposit Account Agreement. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank's funds availability disclosure. Mobile Deposit funds are generally available the next Business Day after the Business Day of your deposit, unless a hold is placed. If a hold is placed, you will be notified.

10.2.5. Checks Deposited and Security Interest. You hereby agree that you will only scan and deposit a check(s) as the term check is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the Image of the check that is transmitted to Bank (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not use the Mobile Deposit Service to deposit any Checks or other items that: (a) are payable to any person or entity other than you, (b) are drawn, or otherwise issued, by you on any account you maintain at another financial institution, (c) are prohibited by Bank's then current procedures pertaining to the Mobile Deposit Service ("Procedures") or are in violation of any law, rule or regulation, (d) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior written consent, (f) are drawn on financial institutions that are located outside of the United States or Territories of the United States, and (g) are not acceptable to Bank for deposit into a deposit account as provided in the Deposit Account Agreement (Checks described in clauses (a) through (g) each a "Prohibited Check" and, collectively, "Prohibited Checks"). If you deposit a Prohibited Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Bank's written consent to do so, you provide Bank with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Bank incurs

because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments. You grant Bank a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to Bank under this Agreement. This security interest will survive termination of this Agreement.

10.2.6. Requirements. Each Image must provide all information on the front and back of the original Check at the time presented to you by the drawer (the person or entity from whose account the Check was written), including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the Check and include the words "FOR MOBILE DEPOSIT ONLY AT RENASANT BANK" followed by your signature. You acknowledge and agree that you shall be liable to us for any loss we incur caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by you.

10.2.7. Receipt of Deposit. All Images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement and any amendments to such Deposit Account Agreement. To be eligible for processing on the day transmitted, Mobile Deposits must be received and approved by Bank on or before the cut-off time established by Bank from time to time (the "Cut-Off Time") on a Business Day that the Bank is open. A Mobile Deposit that is received after the Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the Mobile Deposit is actually received by Bank. Cut-Off time information is available in the Mobile Banking App notice. When we receive an Image, we will confirm that you have submitted the Image via a message displayed on your Mobile Device. Your submission confirmation does not mean that the Image contains no errors or that it has been approved for crediting. A status of "pending" does not indicate that the submitted item has been approved. You will not receive a subsequent notification that a submitted Image has been credited to your Account. You agree that Bank has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through this Service, at our discretion, without liability to you. If your submission is rejected, you will receive email of such rejection from the Bank. It is your responsibility to check notifications from the Bank for any rejected

submissions and contact the Bank to address the reason for such rejection. You acknowledge and agree that Bank shall have no liability to you for failing to provide notice of rejection of a Mobile Deposit. You agree that you shall be solely liable for, and Bank shall not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information contained therein that are not received by Bank. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission.

10.2.8. Original Checks. After you have received confirmation that your Mobile Deposit has been approved for deposit, you should mark the Check as having been deposited. You agree to securely store the original Check for a period of five (5) calendar days from the date of the Image transmission (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, you shall destroy the original Check you transmitted as an Image using a method of destruction that will result in the paper based item being unprocessable and all sensitive personal and financial information undecipherable. You hereby indemnify Bank for, and hold Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. During the Retention Period, you agree to promptly provide the original Check to the Bank upon request.

10.2.9. Contingency Plan. You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to Bank, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by Bank until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that Bank shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile Deposit Service. The deposit of original Checks through these other methods shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

10.2.10. Returned Deposits. If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, you understand and agree that, since you either possess

the original Check or have destroyed it in accordance with the original Check provisions in this Agreement, the original Check will not be returned, and Bank may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Bank, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.

10.2.11. Your Warranties.

- 1. Checks Deposited.** Each Image transmitted by you to Bank is in accord with and complies with the terms, conditions and procedures of this Agreement, the Procedures and the Deposit Account Agreement.
- 2. Image Quality.** Each Image transmitted by you to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement.
- 3. Accuracy of Information.** All data and other information submitted by you to Bank, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement.
- 4. No Duplicates.** Each Image submitted to the Bank complies with your agreement not to: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Check from which the Image was created or a duplication (whether paper or electronic, including ACH entries) of such Check.
- 5. No Loss.** No subsequent transferees of the Check or Checks, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check.
- 6. Information.** All information provided by you to Bank is true, complete and accurate in all respects.
- 7. Authority and Legality.** (i) This Agreement is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject.
- 8. No Litigation.** There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would adversely affect your financial condition or operations.
- 9. Transactions.** Each Image submitted to the Bank and related transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.

10. Compliance. Each Image submitted to the Bank is in compliance with this Agreement, the Procedures, and the Rules.

11. Indemnity. You will honor your agreement to and will indemnify Bank for, and hold Bank harmless from and against, any and all claims, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from a breach of any of your warranties, representations and/or obligations under this Agreement or any other agreement between you and Bank, including, but not limited to, the Deposit Account Agreement, and the terms of this paragraph shall survive the termination of this Agreement.

10.2.12. Right of Audit. This Section 10.2.12 is applicable to you if the Account to which you make a Mobile Deposit is not a consumer account established primarily for personal, family, or household purposes. You agree to ensure that all appropriate management policies, controls and procedures are in place to ensure the security and protection of all sensitive personal and financial information associated with checks included in a Mobile Deposit. Upon request by us, you hereby authorize us to enter your business premises for the purpose of ensuring that you are complying with this Agreement. You specifically authorize us to perform an audit of your operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. You hereby acknowledge and agree that we shall have the right to mandate specific internal controls at your location(s) and you shall comply with any such mandate. Further, you agree that you will conduct an audit (not less than annually) to ensure that the sensitive personal and financial information you obtain is protected by document management procedures that are in full conformity with the terms of this Agreement. You agree to provide us, within five (5) business days of our request, a copy of: (a) the audit report derived from the audit undertaken by you in order to comply with your obligations under this Agreement and (b) your SSAE 18 report, or such other comparable report detailing the policies, controls and procedures customer has put in place. If you refuse to provide the requested information, or if we conclude, in our sole discretion, that you present a risk that is unacceptable, or if you refuse to give us access to your premises, we may terminate the Service according to the provisions hereof.

10.3. End User License Agreement Terms for the Mobile Banking Apps. The Mobile Banking Apps are provided to you by Bank and powered by a third party mobile technology solution. This Section 10.3 is a legal agreement ("License Agreement") between you and the Licensor (as defined below).

10.3.1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user

documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

10.3.2. License. Subject to the terms and conditions of this License Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this License Agreement. All rights not expressly granted to you by this License Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This License Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

10.3.3. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

10.3.4. Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

10.3.5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE

LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

10.3.6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this License Agreement.

10.3.7. Miscellaneous. This License Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This License Agreement will be governed by and construed in accordance with the laws of the state of Florida excluding that body of laws pertaining to conflict of laws. If any provision of this License Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this License Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this License Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

10.3.8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

Article XI. Other Provisions.

11.1. Electronic Notices.

We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate Electronic means in accordance with the Electronic Communication Delivery Authorization and Agreement. You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus **DO NOT** send confidential personal or financial information to us by e-mail. Likewise, for your security, we do not accept instructions for the operation of your Accounts by e-mail. We also do not communicate with you through email except as provided in this Section 11.1 and in Section 4.5 There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a Payment). In these cases, **do not use e-mail**. Instead, you should call us at the number provided in Section 11.6.

11.2. Hours of Operation.

Our representatives are available to assist you Monday through Friday from the hours of 7:00 a.m. to 7:00 p.m. Central Time (Standard or Daylight), and Saturday from the hours of 8:00 a.m. to 2:00 p.m. Central Time (Standard or Daylight), except holidays, by calling the number provided in Section 11.6. We reserve the right to change these times upon our sole discretion with or without notice to you.

11.3. Ownership of Website.

The content, information and offers on our website are copyrighted by Bank and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the sites, except as provided in this Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on Bank's sites are the trademarks, service marks or logos of Bank, or others as indicated.

11.4. Web-linking Practices.

Bank may provide access to information, products or services offered on other third party web sites. Bank is not responsible for, nor does it control, the content, products, or services provided by linked sites. Bank does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than Bank and have a privacy policy different than that of Bank. Your access, use and reliance upon such content, products or services is at your own risk.

11.5. Geographic Restrictions.

The Services described in this Agreement and any application for credit, deposit services, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

11.6. Contact Information.

In case of questions about your electronic transactions contact customer service at:

Renasant Bank
Special Products-Electronic Banking Administrator
P. O. Box 709
Tupelo, MS 38802-0709

Fax: (662) 680-1024
Phone: toll free at (877) 367-5371
Email: info@renasant.com

11.7. Deposit Account Agreement.

You acknowledge and agree that your Account maintained with Bank is an integral part of the Services offered by Bank and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing Accounts in effect from

time to time between you and Bank, including, without limitation, the arbitration provisions (unless you have rejected arbitration in accordance with the requirements and time limit for doing so as set forth in the Deposit Account Agreement). The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your Account required by Bank. If you have not signed the foregoing forms required by Bank, by signing this Agreement (including electronic signing or acceptance), you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your Account. You also agree to establish all Accounts that must be opened in conjunction with the Service provided by Bank.

11.8. Effective Dates.

The effective date of this Agreement shall be the date upon which the Agreement is approved or otherwise executed by you and accepted by Bank.

11.9. Internet Disclaimer.

For any Service(s) described in the Agreement utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Bank's ability to connect to the Internet on your behalf.

11.10. Limitation of Liability.

11.10.1. YOU AGREE THAT BANK SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, BANK OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.10.2. TO THE FULLEST EXTENT ALLOWED BY LAW, BANK'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH.

11.10.3. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY BANK ON AN "AS IS" BASIS.

11.10.4. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES NO, AND HEREBY

DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

11.10.5. BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11.10.6. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR EQUIPMENT, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY EQUIPMENT OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO BANK OR FROM BANK TO YOU. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR EQUIPMENT.

11.11. Force Majeure.

Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; Equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond Bank's control.

11.12. Reimbursement.

Any reimbursement by Bank for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your Accounts.

11.13. Governing Law.

These terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the state governing your Account, without regard to its conflict of law provisions and without regard to your state of residence.

11.14. Enforcement.

In the event a dispute arises either directly or indirectly under this Agreement, the prevailing party in any such action shall be entitled, subject to applicable law and the provisions of any applicable arbitration provision, to payment by the other party of its reasonable attorney's fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

11.15. Miscellaneous Provisions.

11.15.1. Headings.

The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.

11.15.2. Severability.

The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

11.15.3. Waiver.

No waiver by Bank (whether or not in writing) of any term, condition, or obligation of you under this Agreement shall bind Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

11.15.4. Binding Effect.

This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

11.15.5. Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

11.15.6. Transfers and Assignments.

You cannot transfer or assign any rights or obligations under this Agreement without Bank's written consent. Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with Bank or to any other party.

11.16. Authority and Joint Accounts.

THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO CONSUMER SERVICES AND ACCOUNTS ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

You hereby represent and warrant that you have full right, authority and power to approve, execute, deliver and perform this Agreement. If the Account is a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone may perform transactions, obtain information, stop or change Payments, Transfers, or other transactions, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of, or notify any other of you. However, each of you will only be permitted to access Accounts for which you are an owner or authorized user.

Each of you individually releases us from any liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your Digital Banking account. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.

11.17. Other Provisions for Business Customers.

THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO SERVICE AND ACCOUNTS ESTABLISHED PRIMARILY FOR BUSINESS PURPOSES.

11.17.1. Compliance with Laws, Rules, and Regulations.

You agree to comply with all existing and future instructions used by Bank for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association ("NACHA") and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

11.17.2. Relationship of Parties.

Customer and Bank acknowledge and agree that the relationship between Bank and Customer is that of an independent contractor and that this Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

BY CLICKING ON THE "I AGREE" BUTTON RELATING TO THIS AGREEMENT WITHIN DIGITAL BANKING, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT YOU ACCEPT THIS AGREEMENT WITHOUT MODIFICATION, AND THAT YOU WILL BE

BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF YOU SIGNED THE AGREEMENT. YOU AGREE TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT AND SUCH TERMS AND CONDITIONS AS MAY BE AMENDED IN THE FUTURE.