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Online Banking Terms And Conditions

Electronic Banking Agreement (Effective May 1, 2023)

This agreement sets forth the terms and conditions of the electronic banking services, which include online banking and mobile banking services. ("Services") offered by BAC Community Bank. In this agreement, "you" refers to each owner and authorized signer on the accounts that may be accessed through the Services. The terms "we," "us" and "Bank" refer to BAC Community Bank. This agreement incorporates and supplements the terms of your deposit account agreement with us. Your use of the Services will be deemed further evidence of your agreement to these terms.

Our Services. We offer the following services:

- **Online Account Access** - You can obtain information about your accounts and transactions, communicate with us, view statements, set up alerts, place a stop payment, download account information to financial management software (e.g., Quicken® and QuickBooks®), and transfer funds between your designated accounts with us.
- **Mobile Banking Access** - You can obtain information about your accounts and transactions, submit mobile check deposits, pay bills, transfer funds between your accounts, and send money to others using Zelle.
- **Bill Payments** — You can make bill payments to external service providers or transfer funds to accounts you may have with other financial institutions with our bill pay services.
- **Debit Card Controls** - You can set spending limits, block or unblock your card, and set transaction alerts. Service is subject to system availability and may not always be available to users.

Consent to Receive Electronic Communications. By providing affirmative consent to receive electronic communications, you acknowledge that you can access, receive, and retain communications electronically. When applicable, we will consider all account holders notified when one account holder is receiving electronic communications. You also agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on our website (www.bankbac.com).

Your consent remains in effect until you give us notice that you are withdrawing it and your consent includes all electronic communications relating to any product or service provided. If you decide not to use electronic communications or electronic signature in connection with any new service, product or transaction your decision does not withdraw your consent for other products, services or transactions.

You agree to notify us promptly if your mailing address, e-mail address or other information changes by calling us at 877-226-5820, writing to us at BAC Community Bank, ATTN: Customer Support, P. O. Box 1140, Stockton, California 95201-1140 or visiting any of our branch offices. If our e-mail to you is returned as undeliverable, we may discontinue sending e-mail messages, discontinue future electronic communications and switch your communications to paper sent by U.S. Postal Service until you provide us with a valid e-mail address.

You further acknowledge that by accessing our electronic services you satisfy the hardware and software requirements discussed more fully below and accordingly acknowledge that you reasonably demonstrate that you can access, receive, and retain electronic communications in the formats used for the services, regardless of whether an electronic communication is posted on internet banking or sent to you by e-mail. Certain products or services may have different hardware and software requirements or have an additional or separate electronic disclosure and consent process.

Receiving Electronic Communications. We will send electronic communications to an e-mail address you designate, post to your online banking account or post electronic communications on our website with appropriate notice to you as

permitted by applicable law. At times, some electronic communications may require additional identity authentication, such as in the case with electronic signatures, to ensure you in fact are the person completing the requested electronic signature. We will treat any electronic communication we send to you as if it were sent by U.S. mail, postage prepaid, and will consider any such electronic communication received within 3 calendar days of the date sent by us, even if you do not receive the e-mail or access the notice online during that time. Sometimes the law, or our agreement with you, requires you to notify us in writing or provide an original signature. You must still notify us in writing or provide an original signature, unless we specifically state you may execute it electronically. There are also certain communications that by law we are not permitted to deliver electronically, even with your consent. We will continue to deliver those documents to you in writing. We may also, in our sole discretion, provide you with any documents via paper, even if you have chosen to receive it electronically.

Please note, that we may be unable to fulfill and service some or all our products and services in a language other than English. If you are not fluent in English, you should consider obtaining the services of an interpreter or taking other steps to ensure you understand the transaction before entering into it and to have any future English communications explained to you. You agree that the English version is always the controlling communication.

Your Communications to Us. To the extent permitted by applicable law, any e-mail you send to us will not be effective until we receive it and have had a reasonable opportunity to act on it. We therefore strongly suggest that you report all matters requiring immediate attention (for example, reports of alleged unauthorized payments, errors, or fraud) to us by calling us at 877-226-5820. We recommend that you do not use e-mail to communicate confidential information since internet e-mail may not be secure. We may require you to provide us with written confirmation regarding any such matter. You also agree that we may send you an electronic response to any communication you send to us, regardless of whether your original communication to us was sent electronically.

Your Right to Obtain a Paper Copy. You may request a paper copy of any electronic communication; some may have a fee associated with a paper copy as listed in our Deposit Accounts Fee & Information Schedule and/or various product and service agreements. To request a paper copy of an electronic communication, you may contact our Customer Support Department by calling 877-226-5820 or writing to us at BAC Community Bank, ATTN: Customer Support, P. O. Box 1140, Stockton, California 95201-1140.

Withdrawal of Consent to Receive Electronic Communications. The decision to do business electronically is yours. If you agree to receive electronic communications, you can withdraw your consent at any time by calling us at 877-226-5820, writing to us at BAC Community Bank, ATTN: Customer Support, P. O. Box 1140, Stockton, California, 95201-1140 or visiting one of our branch locations during normal business hours. There is no fee to withdraw your consent; however, depending on the product or service you have chosen, we may charge a higher price or an additional fee as applicable per our Deposit Accounts Fee & Information Schedule and/or various product and service agreements. Please be aware that withdrawal of consent may result in the termination of your ability to access certain products or services electronically, such as internet banking. Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

For your security, access to certain electronic communications through internet banking may be disabled if you have not accessed your accounts for any consecutive six-month period. To regain access to internet banking, you may call us at 1-877-226-5820.

Termination of this consent will not affect the legal validity and enforceability of any communication, electronic or otherwise, before the effective date of termination of this consent.

Hardware and Software Requirements. To use the services and to access, receive and retain electronic communications, you must satisfy the hardware and software requirements detailed below. We will give you notice of any change to these hardware and software requirements if the proposed change will adversely affect your ability to access, receive or retain subsequent electronic communications from us. Continuing to use online and electronic services after receiving notice of the change is the reaffirmation of your consent.

The hardware and software requirements, which you must satisfy at your own expense, are as follows:

- A personal computer and all necessary telephone lines, internet or other connections and equipment capable of supporting the foregoing requirements and necessary to access the services, including any internet-enabled wireless devices, such as smartphones and tablets, you may use to access the services.
- An internet web browser that is SSL-compliant, supports 128-bit encryption, and is currently supported by the vendor.
- An e-mail account and e-mail software capable of receiving attachments up to 1 MB.
- A current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader).
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit, or a printer that is capable of printing from your internet web browser and e-mail software.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices.

You should check any technical requirements with each type of electronic delivery service and confirm all software is currently being supported by its publisher. We reserve the right to discontinue support of a current version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with electronic services.

Mobile Equipment Specifications. You are responsible for obtaining, installing, maintaining, and operating all mobile devices necessary to access Mobile Banking. The Bank will not be responsible for any operating software updates electronically pushed or suggested to download from any of our service providers. You are strictly responsible for reading updates and changes to operating software prior to accepting a download update or installation of apps. You must download the mobile applications from Android Google Play or Apple App-Store only and not from any other app-store or website. The Bank does not use any other platform for downloading purposes other than IOS App-Store or Android Google Play Store.

Your Password. Use of the Services requires a username and a password, and/or other security and authentication techniques as we may require from time to time, to access the Services. We may also require additional security procedures or activation of specific Internet browser features. You are responsible for actions that may be taken by anyone using the Services after signing in with your username and password. We will rely and act upon instructions received under your username and password.

You are responsible for keeping your username and password confidential. For security purposes, we recommend you:

- memorize your username and password and do not write either down;
- do not share your username and password with anyone;
- use a password that cannot be guessed by anyone;
- change your password regularly;
- take all necessary steps to protect your username and password; and
- sign off from the Services and close your browser when your session is complete to prevent unauthorized persons from accessing your Accounts and Electronic Services.

Your password:

- Can be changed within the Services or by calling Customer Support at 877-226-5820
- Must have the minimum number and combination of characters we may specify from time to time.
- Your password is case-sensitive.

Our security procedures are not designed for the detection of errors (e.g., duplicate transmissions of check images or errors in information you provide to us). We will not be obligated to detect errors made by you, even if we take certain actions from time to time to do so.

Additional Responsibilities:

- Never share user IDs, Passwords, and/or other means of identification and authentication (collectively, "Password") to access the Services. Each user must establish their own individual Password to access the services.
- You are the only user of your user ID and Password, and you are responsible for keeping it confidential.
- You are responsible for signing off from the Services when your session is complete to prevent unauthorized access.

- You are responsible for actions taken by anyone using the Services after signing in with your User ID and Password, except as otherwise provided by law or regulation. We are entitled to rely and act upon instructions received under your User ID and Password.

Note: If you believe that your password has been lost or stolen, that someone has accessed your Account or Electronic Services without your permission, or if you suspect any fraudulent activity on your Account, you agree to immediately notify Customer Support at (877) 226-5820. No Bank employee, or any company affiliated with the Bank, will contact you via e-mail or telephone requesting your account or security information. If you are contacted by anyone requesting this information, please contact us immediately.

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICES AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICES THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (I) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICES, (II) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT BAC COMMUNITY BANK PROVIDES YOU WITH RESPECT TO THE SERVICES AND (III) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY BAC COMMUNITY BANK IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICES OR YOUR SECURITY CREDENTIALS.

You agree to install and maintain appropriate virus protection on any equipment you use in connection with the Services. Except as otherwise required by law, you assume sole responsibility for any and all loss, damage or injury arising with respect to any failure of your equipment, software not provided by us, the unavailability of telephone lines or internet access, or computer viruses, spyware, malware, or worms affecting your equipment or software.

Business Days. Our business days are Monday through Friday, excluding holidays.

Your Accounts. When you enroll for the Services, all Accounts on which you are an account owner will be linked and displayed. Accounts that are linked together will appear on the Account Summary page without regard to who else may have an ownership interest in each Account. If you open an additional account at a later date, we may link your new account to the Services. For Accounts owned by more than one person, each owner individually has the right to provide us with instructions, make any decision, obtain any information or to make any request associated with the Accounts.

Any requirement to verify two or more signatures on checks, if such a requirement exists, does not apply to electronic or telephone transfers and you release us from liability when making these kinds of transfers. Any person who is an authorized signer on your Account, is authorized by you to individually make electronic or telephone transfers, even though that person's authority to transfer or withdraw funds from your Account by some other means (e.g., by check) must be exercised jointly with one or more other persons. This provision controls and takes precedence over any conflicting provision in any other agreements you have with us.

In order to use the bill payment Services, you must have an eligible checking account with us. At our discretion, we may refuse to allow certain accounts to be linked to any Services.

Account Balance and Transaction Information. You can use the Services to obtain account balance and transaction information anytime of the day, seven days a week, except when the system is unavailable for maintenance or other unexpected reasons. Please note that the information provided may not include recent transactions and may include funds that are not subject for immediate withdrawal. Balances and transaction history may only reflect activity conducted through the close of the previous Business Day.

Transfers. You may make transfers between your eligible accounts with us. Transfers cannot be made from time deposit accounts or with certain restricted accounts. All transfers completed after the transfer cutoff time on a Business Day or at any time on a day that is not a Business Day, will be posted on the next Business Day. The transfer cutoff time is 5:00pm Pacific Time.

Account Limitations. If your account is a Money Market account or Savings account, no more than 6 transfers or withdrawals are permitted during your monthly statement cycle to another account or to a third party by means of a

preauthorized or automatic transfer, or telephone agreement or by check, draft, debit card or similar order and payable to third parties.

For these accounts, a "transfer" includes any transfer to a third party including an order received through an automated clearing house (ACH) and any transfer to another of your accounts at the Bank (including transfers initiated via modem, fax and personal computer) unless the transfer is initiated at an automated teller machine, by mail, your messenger or in person at the Bank. See your account agreement and our Deposit Accounts Fee & Information Schedule for further details.

Stop Payment Requests. You can use the Services to place a stop payment order on a paper check that you have written against your account. Your stop payment order must include the account number, check number, EXACT amount (dollars and cents), and the name of the payee. We will not be liable for paying a check over a stop payment order if the order is incomplete or incorrect. Stop payment orders received on a weekend, holiday, or after 4:00 p.m. (Pacific Time) on a business day may be deemed received by us as of the next business day. We must receive stop payment orders at a time and in a manner which affords us a reasonable opportunity to act upon them. Please see your deposit account agreement for the terms related to stop payment orders. Stop payment orders on checks are effective for 18 months. ACH stop payments must be initiated through our Customer Support or a branch. Please see the Bill Pay Stop Payment Request section below regarding placing a stop payment on a Bill Pay item.

If our online system is not available for any reason, you can contact us during our regular business hours at (877) 226-5820 for assistance.

Alerts. The alerts option allows you to request and receive messages about your Account(s). You may receive alerts through email message (s) and/or text enabled cell phones. Each alert will be effective after setting up of the alert parameters and delivery points using the alerts service. You must be enrolled the Electronic Service to use the alerts option. Account Alerts and Additional Alerts must be managed and/or added online through online banking services. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. BAC Community Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"):

- mobile device, by text message;
- a mobile device, by push notification;
- an email account, by an e-mail message;
- your online banking message in-box, by an e-mail message.

You agree that each alert may not be encrypted and may include your name and information pertaining to your account(s). Receipts of any alert may be delayed or prevented by factor(s) affecting your Internet service provider(s), cellular phone carrier(s), and other relevant entities. We guarantee neither the delivery nor the accuracy of the contents of any alert. We will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or wrong delivery of any alert, (b) inaccurate content in an alert; (c) your use or reliance on the contents of any alert for any purposes. We reserve the right to terminate any request from you for any alert, at any time, the information in any alert may be subject to certain time lags and/or delays. You will manage the types and timing of your alerts and the alerts may be stopped or suspended by you at any time.

Either you or the Bank may terminate your use of the alerts option at any time without notice.

Alerts via Text Message. To stop Alerts via text message, text "**STOP**" to **99588** at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in online banking and click the box next to your mobile number for the Alerts you would like to receive again. For help with SMS text alerts, text "HELP" to **99588**. In case of questions please contact Customer Support at **877-226-5820**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Alert Limitations. Alerts are provided as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely

manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold BAC Community Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (1) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (2) inaccurate or incomplete content in an Alert; or (3) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

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

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

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

- are tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments.

Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Services, regardless of the purpose of the use, and for all communications you send through the Services. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Services for communications or activities that;

- violate any law, statute, ordinance or regulation;
- promote hate, violence, racial intolerance, or the financial exploitation of a crime;
- defame, abuse, harass or threaten others;
- include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous;
- infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
- impose an unreasonable or disproportionately large load on our infrastructure;
- facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
- constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission;
- constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service;
- may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors.

Billers Limitation. The Services reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Services will notify you promptly if it decides to refuse to pay a Biller designated by you, as set forth in the Prohibited Payments section.

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

Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft check drawn on your account, the draft check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft check, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

The Service Guarantee. Due to circumstances beyond the control of the Services, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account.

The Services will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the Bill Payment Scheduling Terms.

Payment Authorization and Payment Remittance. By providing the Services with names and account information of Billers to whom you wish to direct payments, you authorize the Services to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Services may edit or alter payment data or data formats in accordance with Biller directives. When the Services receives a Payment Instruction, you authorize the Services to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Services to credit your Eligible Transaction Account for payments returned to the Services by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Services. The Services will attempt to make all your payments properly. However, the Services shall incur no liability and any Service Guarantee shall be void if the Services is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

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

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

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

Bill Pay Stop Payment Requests. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the Services customer care department at (844) 767-9555. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in our Deposit Accounts Fee & Information Schedule.

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

- **Presentation of electronic bills.** You will receive electronic bills from a Biller only if both;
 - you have designated it in the Service as one of your Billers;
 - the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either;
 - you affirmatively elect online within the Service to receive electronic bills from the Biller;
 - the Biller chooses to send you electronic bills on a temporary "trial basis."

In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.

- **Paper Copies of electronic bills.** If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
- **Sharing Information with Billers.** You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.
- **Information held by the Biller.** We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, which is held by the Biller. Any changes will require you to contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
- **Activation.** We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- **Authorization to obtain bill data.** You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- **Notification.** We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- **Cancellation of electronic bill notification.** The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- **Non-Delivery of electronic bill(s).** You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- **Accuracy and dispute of electronic bill.** We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.
- This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

Failed or Returned Payment Instructions. In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Services for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Services will attempt to research and correct the returned payment and return it to your Biller or void the payment and credit your Eligible Transaction Account. It is your sole responsibility, and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Services, changes may be able to be made within the user interface of the Services or by contacting the Bank. We are not responsible for any payment processing errors or fees incurred if you do not provide an accurate Eligible Transaction Account, Payment Instructions or contact information.

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

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

Discrepancies. We assume no responsibility for the accuracy or timeliness of information provided by, or retrieved from, other institutions or other parties to your transactions. You agree to provide us with prior written notice of any changes in your designated accounts with payees and other institutions that would affect our right or ability to process Services transfers or payments.

If a payment instruction identifies a payee or a bank by name and account or other identifying number, we and other financial institutions may process the transaction solely on the basis of the number provided, even if it identifies a different person or entity from what is indicated in the instruction. We have no obligation to identify and investigate discrepancies between names and identifying numbers.

Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Services or Site. Any applicable fees will be charged regardless of whether the Services were used, except for fees that are specifically use-based. Use-based fees for the Services will be charged against your Account. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Services to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider.

Mobile Check Deposit. You can use the Services to deposit checks to your designated Bank deposit accounts by scanning the original paper checks and delivering the digital images and associated deposit information ("images") to us with your Mobile Device. Mobile deposits made after 4:00 pm PST or on a weekend or holiday will be processed on the following business day.

Eligible Items. You may only use the Services to deposit images of original checks (i.e., drafts drawn on a bank, credit union, or savings and loan that are payable on demand). You may not deposit any of the following without our prior express written consent:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you);
- Checks payable to you and another party who is not a joint owner on your Bank account;
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- Checks that are irregular in any way (e.g., where the numerical and written amounts are different);
- Checks previously converted to a substitute check (i.e., paper checks created from an electronic image);
- Checks previously converted to an image replacement document;
- Checks drawn on a financial institution located outside the United States;
- Remotely created checks or demand drafts (i.e., a check that does not bear the signature of the person who owns the account on which the check is drawn);
- Checks that are not payable in U.S. currency;
- Checks that are postdated or more than six months old;
- Checks involving transactions that violate any federal or state law, rule or regulation;
- Checks payable to "Cash;"
- Checks that have previously been returned unpaid for any reason;
- Registered government warrants;
- Checks that exceed any limitation described in this agreement; or
- Checks that are otherwise not acceptable under the terms and conditions of your account agreement.

Our processing of any of the checks described above will not obligate us to continue that practice, and we may stop doing so without cause or prior notice.

Mobile Check Deposit Requirements. Each image must provide all information on the front and back of the original check at the time of transmission, including the information set forth on the check as presented to you by the drawer. Your endorsement must include your signature, your account number, and the words "For Mobile Check Deposit Only at BAC Community Bank", or your deposit may not be accepted.

Mobile Deposit Limits. Mobile Deposit dollar limits may vary. Your actual limit will be displayed on your device at the time you initiate a Mobile Deposit. The typical maximum deposit amount for personal accounts with Mobile Deposit is \$4,000 per day. The typical maximum deposit amount for business accounts with Mobile Deposit is \$10,000 per day. Fees may apply; refer to our separate Deposit Accounts Fee & Information Schedule.

Receipt of Deposit. When we receive an image, we will confirm its receipt electronically. If you do not receive confirmation, it may mean that we did not receive your transmission or that there was a problem with some of the information. If check information received by us is not complete and otherwise usable for any reason, we may reject the deposit, notwithstanding any confirmation by us of its receipt, and charge the amount back against any provisional credit to your account.

Following receipt, we may process the image by preparing a paper "substitute check" or clearing the item electronically as an image. We may refuse any check for deposit, with or without cause, or may elect to take a check on a collection basis only. Please see your account agreement for other terms related to deposits.

Your Responsibility. You are solely responsible if you, intentionally or unintentionally, submit incorrect, duplicate or illegible images to us or if the Services is used by authorized or unauthorized persons to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

Original Checks. After you receive confirmation that we have successfully received an image, you must securely store the original check for not more than 30 days, at which time you must thoroughly destroy it (e.g., by marking it "VOID" and cutting it into small pieces). At our request, you must provide us with the original check (if it is still in your possession) or a legible copy promptly upon our request.

You agree that you will never transfer or re-submit the original check once it is processed by us. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid (or any copy or other reproduction of that check).

Funds Availability. If we confirm our receipt of your mobile deposit information on a business day before 4:00 p.m. (Pacific Time), we will consider that day to be the day of your deposit; otherwise, your check will be considered deposited as of the next business day. The Bank will make funds available for Electronic Item(s) transmitted, accepted and successfully processed through the Services according to the Bank's standard funds availability policy for the Account used in conjunction with the Services. If a check is returned to us for any reason, we may return it to you in the form of a substitute check. If you decide to redeposit the returned item, you may only redeposit the substitute check in person at one of our branches; you may not deposit the original check.

Your Warranties. You make the following warranties and representations to us with respect to each check you deposit through the Services:

- You assume responsibility for any check that is transmitted which for any reason is not paid.
- You are a person entitled to enforce the original check. You have the legal right to accept the check for deposit and negotiation, regardless of the name of the payee shown on the check.
- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not transfer, deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid. The original check was authorized by the drawer in the amount and to the payee(s) stated on the original check, as reflected in the image sent to us.
- You have possession of the original check, and no party will submit the original check for payment.
- You have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the check or that otherwise may prevent us or another bank from capturing or processing such information.
- You make all warranties that would otherwise apply to the check if it had been a paper item deposited with us. For example, you warrant that the check has not been altered.
- You make all encoding, transfer, presentment and other warranties that we are deemed to provide to others (e.g., as a reconvert bank) under any law, regulation, operating circular, clearing house rule, or image exchange network rule or agreement to which we are a party.
- Once we confirm our receipt of the check, you will not attempt to deposit it again.
- You agree to take reasonable steps to ensure that files and images transmitted to us do not contain viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Card Controls and Business CardValet App. The following applies to the card controls feature within the Mobile Banking application and/or the Business CardValet application ("Card Controls"), notwithstanding anything in the Agreement to the contrary. The Card Controls feature is only available for debit cards issued by BAC Community Bank that you register within the apps.

- The Card Controls alerts and controls you set may continue to apply, even if you delete the app or remove it from your mobile device. Please contact BAC Community Bank to discontinue the alerts and controls.
- Certain Card Control functionality may not be available for all transactions. Controls and alerts based on the location of the mobile device where the app is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card- not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
- Card Controls may enable access to BAC Community Bank and third parties' services and web sites, including GPS locator websites, such as Google's. The use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.

- To the extent the Apps allow you to access third party services, BAC Community Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

Services Unavailability. The Services may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. We may suspend the Services immediately if we believe the security of the Services has been compromised or we question the legality of any transaction. In the event that the Services is unavailable, you may deposit original checks at any of our branches or through our ATMs. We assume no responsibility for any damage or delay that may result from such unavailability.

Privacy. We are committed to protecting your privacy. All information gathered from you in connection with using the Services will be governed by the provisions of the Bank's Privacy Policy, including the Online Privacy Policy. Please see our Privacy Notices at bankbac.com/privacy for information about how we gather, use, and secure nonpublic personal information about you. www.bankbac.com/privacy

By using the Services, you acknowledge and accept that we may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Services. We may use this information to improve its products or to provide services or technologies to you. You also understand that full use of the Services requires you to have an account with the Bank and that personally identifiable information may be collected and shared by the Bank to third party service providers in conjunction with your transactions, consistent with federal law and the Financial Institution privacy policy.

If you have enabled location services on your phone and agree to the collection of your location when prompted by the Services, we will collect location data when you use the Services even when the app is closed or not in use; for example, to provide our fraud detection services. If you do not want us to collect this information, you may decline the collection of your location when prompted or adjust the location services settings on your device.

The Services may contain links to third party websites. When you click on a link to any other website or location, you will leave BAC's service site and go to another site and another entity may collect personal and/or anonymous information from you. The provision of a link to any other website or location is for your convenience and does not signify our endorsement of such other website or location or its contents. We have no control over, do not review, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of this Privacy Policy do not apply to these outside websites. We encourage you to read the privacy policy of every website you visit.

You have several choices regarding the use of information on the Services.

- **How We Respond to Do Not Track Signals.** Some web browsers transmit "do not track" signals to the websites and other online services with which your web browser communicates. There is currently no standard that governs what, if anything, websites should do when they receive these signals. We currently do not take action in response to these signals. If and when a standard is established, we may revise its policy on responding to these signals.
- **Access, Update, or Correct Your Information.** You can access, update or correct your information by changing preferences in your account. For additional requests, please contact us.
- **Opting Out of Email or SMS Communications.** If you have signed-up to receive our email marketing communications, you can unsubscribe any time by clicking the "unsubscribe" link included at the bottom of the email or other electronic communication. Alternatively, you can opt out of receiving marketing communications by contacting us at the contact information under "Contact Us" below. If you provide your phone number through the Services, we may send you notifications by SMS, such as provide a fraud alert. You may opt out of SMS communications by unlinking your mobile phone number through the Services.

- **Opting Out of Location Tracking.** If you initially consented to the collection of geo-location information through the Services, you could subsequently stop the collection of this information at any time by changing the preferences on your mobile device. Please note, however, that if you withdraw consent to our collection of location information, you may no longer be able to use some features of the App.

Disclosure of Account Information to Third Parties It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy, in addition to the circumstances set forth:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a Biller;
- In order to comply with a governmental agency or court orders; or,
- If you give us your written permission.

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

- **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

User Information – Data Analytics. You acknowledge that in connection with your use of the Services, BAC Community Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, data about your usage of the Services (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with the Services or the Software. BAC Community Bank and its affiliates and

service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services, perform analytics to improve the Services, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. BAC Community Bank and its affiliates and service providers also reserve the right to monitor the use of the Services and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

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

Fingerprint Login. Fingerprint Login is an optional fingerprint sign-in method for some Services that may be available for certain Apple® (via Touch ID™) and Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device.). Fingerprints are stored on your device only and BAC Community Bank never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within the Services. BAC Community Bank reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g., password). To use Fingerprint Login on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime.

Apple and Touch ID are trademarks of Apple Inc. Android is a trademark of Google Inc.

Ownership and License. You agree that the Bank and/or its service providers retain all ownership and proprietary rights in the Services, associated content, technology and website(s). You agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology used to provide the Services, copy or reproduce all or any part of the technology or Services; or interfere, or attempt to interfere, with the technology or Services.

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

You agree that you will not attempt to;

- access any software or Services for which your use has not been authorized;
- use or attempt to use a third party's account;
- interfere in any manner with the provision of the Services or the Software, the security of the Services or the Software, or other customers of the Services or the Software;
- or otherwise abuse the Services or the Software.

You may not use or otherwise export or re-export the App except as authorized by United States law and the laws of the jurisdiction in which the App was obtained. In particular, but without limitation, the App may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the App, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the App or the Services for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

Periodic Statements: You must be enrolled in online banking to view paperless statements. You will receive a monthly account statement from us for your checking accounts. You will also receive a monthly account statement for your savings accounts, unless there are no transfers in a particular month, in which case, you will receive a quarterly statement. For security reasons, if you do not access your account through online banking for any consecutive six-month period, we may temporarily disable your access to online banking until you re-enroll. Your paperless statements will continue to be archived in the online banking system based on your decision to receive paperless statements. Upon re-enrollment to online banking, you will be able to view your paperless statements.

Download Services: The Services include the ability to download information into Personal Financial Management Software (e.g. Quicken® and QuickBooks®). When you use this download feature, you understand and agree that:

- not all of the information in your Accounts can be downloaded;
- information you can download may not include all of your account activity;
- statements generated by us are the official record of account transactions, positions and balances, and that the information you download is for tracking purposes only and should not be considered an official record;
- the account information will not necessarily reflect activities and transactions that have not yet been completed or settled and will only reflect the account information in your Accounts at the exact point in time that you download the information;
- account information in your Accounts may reflect transactions as of a prior time period and may not be current as of the point in time that you download such information;
- the account information that you download will not be automatically updated by us, and that you will have to update the Account information by downloading more current information from your accounts;
- we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the Account information in your Personal Financial Management Software, which for example, as stated above, may not be the most updated information and may not include pending transactions;
- you assume all risk that any Account information you download and store in your Personal Financial Management Software may be accessed by unauthorized third parties;
- if you send the information in a manner that is not secure, or if you take the Account information out of our secure computers by downloading, we are no longer responsible for the security and confidentiality of that information, and that the responsibility is now yours;
- we are not responsible for the security and confidentiality of the Account information if you (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Personal Financial Management Software; and
- any Account information that you download is done at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or storage of the Account information in a computer or other electronic device.

Service Fees. There is no monthly service charge for accessing your accounts or for paying bills. Fees and charges disclosed separately apply. Please consult your account agreement and our Deposit Accounts Fee & Information Schedule to determine which fees may apply. Depending on the Electronic Services used, you might incur a charge for:

- normal account fees and service charges;
- payments or transfers made through the Services from a savings or money market account resulting in an excess transaction fee;
- using features of the Services such as stop payment request, statement copy requests, research requests, and check copy requests; or
- NSF item, returned item or overdraft or similar fee if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled.

Limitations. We reserve the right to reject or limit the frequency and dollar amount of transfers and payments for security reasons. Payments may only be made to payees and accounts in the United States, and payable only in U.S. dollars.

Our Responsibility. If we do not complete a transfer or send a payment from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for example, if:

- we process your payment or transfer in a timely manner, but the payee rejects your payment or fails to process it in a timely manner;
- your account does not contain sufficient available funds to make the transfer or payment, or the transfer or payment would exceed the credit limit on any overdraft line you have with us;
- the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or claim restricting the transfer or payment;
- the payee or transaction information you supply to us is incorrect, incomplete or untimely;
- the system was not working properly and you knew about the problem when you requested the transfer or payment;
- you do not authorize a bill payment early enough for your payment to be made and properly credited by the payee by the time it is due;
- a transfer or payment could not be completed due to the system's unavailability;
- you fail to follow our on-screen instructions properly
- is not in accordance with any term or condition of this Agreement or any other agreement applicable to the relevant Electronic Service or Account;
- we have reason to believe may not be authorized by you or any other person whose authorization we believe is necessary or involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction;
- would violate any applicable rule or regulation of any federal or state regulatory authority;
- was not in accordance with any other requirement of our policies, procedures or practices;
- we have other reasonable cause not to honor for our or your protection;
- if scheduled system maintenance or circumstances beyond our control (such as power outage computer virus, system failure, fire, flood, earthquake, or extreme weather) prevented the transaction or transfer;
- if there are postal delays or processing delays by others;

There may be other exceptions stated in our agreement with you.

Consumer Liability for Transactions Covered by Regulation E. Tell us at once if you believe your debit card or PIN has been lost or stolen. Notifying the Bank immediately is the best way of preventing possible losses. You could lose all the money in your account, plus your maximum overdraft line of credit. If you believe your debit card or PIN has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your debit card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your debit card or PIN, and we can prove we could have stopped someone from using your debit card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers made with your debit card or PIN that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed 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 that money if you had told us in time. If extraordinary circumstances, such as a hospital stay, kept you from telling us, we will extend the time period. If you believe your debit card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us immediately.

Investigation of Claims Covered by Regulation E. In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement in which the problem or error appeared. We will need the following information to begin an investigation.

- Your name and account number.
- A description of the transaction you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- 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 10 business days. We will determine whether an error occurred within 10 business days after we hear from you, or within 20 business days if the transaction involved a new account. We will correct any errors promptly. However, if we need more time, we may take up to 45 days to investigate your complaint or question, or up to 90 days if the transaction involved a new account, a point-of-sale transaction, or a foreign-initiated transaction. If we need more time, we will provisionally credit your account within 10 business days or within 20 business days if the transfer involved a new account, for the amount you think is an error, so that you will have 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 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless all accountholders already have an established account with us before this account is opened.

We will tell you about the results within three 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. Claims and inquiries should be directed to: BAC COMMUNITY BANK ATTN: CUSTOMER SUPPORT, P.O. BOX 1140, STOCKTON, CALIFORNIA 95201-1140 or call (877) 226-5820 or email: customer.service@bankbac.com.

Business and Other Non-Personal Accounts. Our obligations under Regulation E, and the limitations on consumer liability under Regulation E, do not apply in the case of business or other non-personal accounts. The owners of those accounts must notify us immediately if they discover any unauthorized transactions or errors, and must send us a written notice of the problem within a reasonable time (not to exceed 14 days from the date of discovery or their receipt or the availability of the first statement or notice reflecting the problem, whichever occurs first). Under no circumstances will we be liable for any special or consequential damages involving such accounts. We may process any online instruction we believe is given by any of you if the instruction is accompanied by input of your Password, and you will be obligated for the transfer or payment, even if the instruction is not transmitted or authorized by you. To the extent permitted by law or regulation, we hereby disclaim all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, and in no event shall we be liable for any special indirect, incidental, or consequential damages whatsoever resulting from the use of the e-Statement service, including any loss or misuse of data, whether or not you are advised of the possibility of such loss or damage.

Other Terms. This agreement incorporates and supplements the terms of your deposit account agreement with us. Please refer to the account agreement for other terms relating to these Services (e.g., dispute resolution, governing law, and overdrafts). You agree to comply with the terms and conditions found on our website as well as any Services guidelines and instructions we provide at the Services website. Unless we agree otherwise in writing that specifically refers to this agreement, this agreement, our cash management terms and conditions (if applicable), and your deposit account agreement contain all of the terms of our agreement with you with respect to the Services.

ZELLE® SERVICES ADDITIONAL TERMS

Description of Zelle Payment Services. We have partnered with the Zelle Network® ("Zelle") to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers ("Zelle Payment Service," as further described below). Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. The term "Zelle and Other Payment Terms" means these Zelle and Other Payment Services Additional Terms.

The Zelle Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Site, such as the Zelle mobile handset application ("Zelle Standalone Locations") and if you choose to initiate or receive a payment at a Zelle Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Zelle Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Live customer service generally will be available Monday through Friday, excluding US financial institution holidays.

The Zelle Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

Payment Authorization and Payment Remittance Through Zelle. When you enroll to use the Zelle Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the transaction restrictions set forth above, you agree that you will not use the Zelle to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle to request money from anyone for any such payments.

Zelle is intended for personal, not business or commercial use. You agree that you will not use Zelle to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Payment Service if we believe that you are using the Zelle Payment Service for business or commercial purposes.

You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Payments." If at any time while you are

enrolled, you do not send or receive money using the Zelle Payment Service for a period of 18 consecutive months, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Payment Service until you enroll again. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle.

When you enroll with Zelle, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. If we allow you to enroll the debit card, we issue to you with the Zelle Payment Service, then the debit card must be issued in conjunction with a United States domestic deposit account, not a United States territory-based account. By providing us with names and mobile telephone numbers, email addresses of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.

You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
- The Zelle Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
- The payment is refused;
- You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
- Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.

It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle Payment Services (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

Sending Payments Through Zelle. You may send money to another User at your initiation or in response to that User's request for money. You understand that use of the Zelle Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in Zelle. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to not enroll in Zelle. For the Zelle Payment Service, you may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Payment Service. As to the Zelle Payment Service, if the person you sent money to has already enrolled with Zelle, either in the Zelle Standalone Locations or with a Network Financial Institution, then the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via Zelle.

Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver does not bank at a Network Financial Institution and has not yet enrolled in Zelle, then the Zelle Payment Service will contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a Zelle Standalone Location and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two- Step Transfer"). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in Zelle, then the Zelle Payment Service will contact the Receiver regarding enrollment in Zelle and receipt of payment. If the Receiver has already enrolled in Zelle, then the Receiver will receive a message regarding your payment.

In most cases, when you are sending money to another User using the Zelle Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, either via a Zelle Standalone Location or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification). We have no control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.

Zelle Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in Zelle. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

As to Recipients who have not yet enrolled with Zelle, you acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

Receiving Payments Through Zelle. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle tag enrolled with the Zelle Payment Service, you have no ability to stop the transfer. By using the Zelle Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle Payment Request, if applicable) using the Zelle Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle Payment Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle Payment Service or at a Zelle Standalone Location. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

For the Zelle Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Financial Institutions, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle Payment Requests, from others through the Zelle Payment Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

Requesting Payments Through Zelle. You may request money from another User through a Zelle Payment Request. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a Zelle Payment Request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User. In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any Zelle Payment Request that you send that is related to overdue or delinquent amounts. You agree to receive Zelle Payment Requests from other Users, and to only send Zelle Payment Requests for legitimate and lawful purposes. Zelle Payment Requests are solely between the Requestor and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send Zelle Payment Requests in general, or to specific recipients, if we deem such Zelle Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

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

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

Consent to Emails and Automated Text Messages From Zelle. By participating as a User, you represent that you are the owner of the email address, mobile phone number, Zelle tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number, Zelle tag and/or other alias to send or receive money as described these Zelle Terms. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees, as message and data rates may apply.
- You will immediately notify us if any email address or mobile number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- 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.
- 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.
- To cancel text messaging from us, send STOP to 767666. For help or information regarding text messaging, send HELP to 767666 or contact our customer service at 844-767-9555. You expressly consent to receipt of a text message to confirm your "STOP" request.
- Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
- Your phone service provider is not the provider of the Zelle Payment Services. Users of the Zelle Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

Service Fees and Additional Charges From Zelle. You are responsible for paying all fees associated with your use of the Zelle. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle Payment Services or Site. Additional fees may apply for small business Users enrolled in the Zelle Small Business Service. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Zelle Payment Requests, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction

Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider.

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

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

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

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

Consent to Share Personal Information (Including Account Information) With Zelle. In addition the Information Authorization as noted above, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

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

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

Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

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

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

Zelle Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE PAYMENT SERVICES. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

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

Zelle Use of Our Online Banking Site and/or Mobile App. You agree to access the Site in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.

Your Liability for Unauthorized Transfers with Zelle. Immediately following your discovery of an unauthorized Zelle Payment Service Payment Instruction, you shall communicate with customer care in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to you. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from

taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period. When you give someone your password or other means to access your account through which you access the Zelle and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

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

Zelle Content Standards: You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle Payment Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or (f) in Zelle's or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle Payment Service, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle have any obligation to monitor any content, both we and Zelle have absolute discretion to remove content at any time and for any reason without notice. We and Zelle may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle Payment Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle Payment Service.

The Zelle Payment Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your "Zelle tag." You will be limited to one Zelle tag per bank account, and each Zelle tag must have one U.S. mobile phone number or email address associated with it. Your Zelle tag must meet the Content Standards. You may not select a Zelle tag that misleads or deceives other Users of the Zelle Payment Service as to your identity, or otherwise. Although neither we nor Zelle have any obligation to monitor User Zelle tags, both we and Zelle have absolute discretion to remove a User Zelle tag at any time and for any reason without notice. We and Zelle may require you to change your Zelle tag in our sole discretion, and we may elect to make a Zelle tag unavailable to you, without any liability to you. We and Zelle may also monitor User Zelle tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle Payment Service, you may be exposed to a Zelle tag that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any User Zelle tags, including any loss or damage caused thereby. We and Zelle make no representation or warranty that a User Zelle tag accurately identifies a particular User of the Zelle Payment Service. We respect the intellectual property of others and require that users of the Zelle Payment Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Zelle Payment Service that is subject to intellectual property rights claims.

Zelle Definitions.

- "Network Financial Institutions" means financial institutions that have partnered with Zelle.
- "Receiver" is a person or business entity that is sent a Payment Instruction through the Zelle and Other Payment Services.
- "Requestor" is a person that requests an individual to initiate a Payment Instruction through the Zelle Payment Service.
- "Sender" is a person or business entity that sends a Payment Instruction through the Zelle and Other Payment Services.
- "User" means you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle.

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

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

Change in Terms. We may add to, delete from, or change the terms of this agreement at any time by sending a notice to any of you at the mailing address shown in our records, by posting the notice or an amended agreement on our web site, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this agreement and your use of the Services. Your acceptance of the revised terms and conditions and/or your continued use of the Services will indicate your consent to be bound by the revised agreement. Further, we reserve the right, in our sole discretion, to modify, add to or remove any aspects of the Services resulting in its entirety or partially.

If you have any problems with the Services, call us at (877) 226-5820.

Termination. We may terminate or suspend your access to all or part of the Services at any time, with or without cause. We are not required to reinstate or reactivate your access to the Services. If you decide to cancel the Services, call us at (877) 226-5820 or write to us at P.O. Box 1140, Stockton, CA 95201-1140. Let us know if you have any outstanding scheduled or recurring bill payments or transfers that you also wish to cancel. Unless you advise us not to make such payments, you will be responsible for any payments we make following your notice of termination. We may refuse to make scheduled or recurring Services payments and/or transfers following termination of the Services. Any indemnification required by this agreement shall survive its termination.

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this agreement or have otherwise breached your obligations under this agreement, we may: terminate, suspend or limit your access to or use of the App or the Services; notify law enforcement, regulatory authorities, impacted third parties, and others as it deems appropriate; refuse to provide the Services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserves the right to terminate this agreement, and access to or use of the Services for any reason or no reason and at any time. These remedies are cumulative and are in addition to the other rights and remedies available to us under this agreement, by law or otherwise.

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

Arbitration. The Bank and you agree to submit any dispute, claim or controversy arising out of or relating to this agreement to final and binding arbitration and shall be governed by and construed in accordance with the laws of the State of California. Both parties agree that any claims will be resolved on an individual basis, and each waives the right to participate in a class, collective or other joint action with respect to any claims. Arbitration proceedings shall take place in the State of California, in the county of the branch of origination, before an arbitrator with at least five years of experience in banking and financial disputes. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures.

In any arbitration arising out of or related to this agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute. The arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits, and the parties waive any right to recover any such damages. The arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. The arbitrator's award shall be final and judgement may be entered in any court having jurisdiction. If you are a customer and you are not the prevailing party, you are not required to pay the cost and attorney's fees of the Bank.

Law and Forum for Disputes. Except to the extent that federal law controls, disputes concerning the acceptance and handling by the Bank of ACH transactions will be governed by the internal laws of the State of New York as provided by the ACH rules. Except to the extent that federal law controls, all other controversies will be resolved in accordance with the internal laws of the State of California. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us must be resolved by a court located in the San Joaquin County, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

Indemnification. Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable Account or Electronic Service, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from and against any and all claims, demands, liabilities, damages, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses (including, but not limited to, reasonable attorney's fees) arising from use of the Services by you or any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent.

Disclaimer of Warranties. To the fullest extent permitted by law, we make no warranties of any kind for the Services, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that the Services will be uninterrupted or error free, that defects will be corrected, or that our Website that makes the Services available is free of viruses or other harmful components.

Limits on our Liability. In no event will the Bank or any of its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable for any consequential (including without limitation, loss of data files, profit or goodwill or the costs of procurement of substitute goods or services) indirect, incidental, special or punitive damages, whether in an action under contract negligence or any other theory, arising out of, or in connection with, this Agreement, the Services, or the inability to use the Services, even if advised of the possibility of such damages.

Affirmative Consent

You understand and intend that your affirmative consent shall operate as your original signature. You also acknowledge that you have read this agreement and have printed or downloaded a copy for your records. You further acknowledge that you can access, receive and retain electronic communications in the formats we use, and affirmatively consent to the receipt of electronic and accept the terms of this agreement in conjunction with our Deposit Account Agreement and Disclosure and Deposit Account Fee and Information Schedule.