

Deposit Account Agreement & Service Terms

Welcome to BBVA USA, Member FDIC (“Bank”). Compass Bank, an Alabama Banking association, changed its name to BBVA USA on June 10, 2019. This Deposit Account Agreement & Service Terms (“Agreement”) governs any deposit accounts and related services made available to you in conjunction with the company (the “Program Manager”) that provides the website and/or mobile application (the “Application”) by which you open and access such accounts and services. Please see the Overview section for more information about the relationship between you, us, and the Program Manager.

PLEASE NOTE THAT YOU MAY NOT HAVE ACCESS TO ALL OF THE SERVICES DESCRIBED IN THIS AGREEMENT. THE PROGRAM MANAGER DETERMINES WHICH SERVICES TO MAKE AVAILABLE TO YOU, AND YOU SHOULD REFER TO YOUR AGREEMENT WITH THE PROGRAM MANAGER FOR MORE INFORMATION. YOUR ACCESS TO THE ACCOUNTS AND SERVICES IS GENERALLY LIMITED TO WHAT IS AVAILABLE THROUGH THE APPLICATION. YOU CANNOT ACCESS THE ACCOUNTS OR SERVICES THROUGH BANK WEBSITES, MOBILE APPLICATIONS, OR BRANCHES UNLESS YOU ARE NOTIFIED TO THE CONTRARY IN THIS AGREEMENT OR OTHERWISE IN WRITING BY US. BY OPENING AND/OR USING AN ACCOUNT OR SERVICES THROUGH THE APPLICATION, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS (AND ALL OTHER TERMS SET FORTH IN THIS AGREEMENT) YOU MAY NOT OPEN OR ACCESS ANY ACCOUNTS OR SERVICES DESCRIBED HEREIN.

Unless otherwise expressly agreed in writing, our relationship with you will be that of debtor and creditor. No fiduciary, quasi-fiduciary or other special relationship exists between you and us. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence. There are no third-party beneficiaries to this Agreement except as expressly set forth herein.

YOUR ATTENTION IS DRAWN TO THE ARBITRATION AND WAIVER OF JURY TRIAL PROVISIONS IN PART I, SECTION 3. IF A DISPUTE ARISES BETWEEN US, THEN YOU OR WE MAY REQUIRE THAT IT BE RESOLVED THROUGH ARBITRATION, RATHER THAN THROUGH A TRIAL.

Overview

Who is providing the bank account and related services?

The account and related services described in this Agreement are provided by the Bank, generally through the Program Manager’s Application. Below is a brief description of the relationship between you, us, and the Program Manager.

Definitions.

“You,” “your,” and “yours” refer to the account owner(s) and all persons authorized to access or make transactions regarding the account.

“We,” “our,” “us,” and “Bank” refer to BBVA USA, Member FDIC, and any other affiliate bank of BBVA USA Bancshares, Inc. We may utilize service providers to perform any of our obligations under this Agreement and to provide services to you. To the extent any service provider is acting on our behalf, that service provider shall be included in the definition of “we,” “our,” “us,” and “Bank.” For the purposes of the Dispute Resolution Section of this Agreement only, these terms also include the directors, officers and employees of BBVA USA and its affiliates.

“Program Manager” refers to the company that is offering you the ability to open an account with us and access our services. This generally occurs through the Program Manager’s website or mobile application.

Relationship between you, us, and the Program Manager.

The Bank is the entity providing the account and related services to you. The relationship between you and us is governed by this Agreement, which incorporates the Account Terms & Conditions and any new or amended provisions and disclosures we may provide concerning the account and related services. All of these documents together are a contract between you and us. By opening an account with us through the Application, maintaining your account after receipt of this Agreement, and/or using any of the services described herein, you hereby agree to be bound by the most recent version of this Agreement.

The Bank has a relationship with the Program Manager that is governed by a separate agreement. We provide the Program Manager with a secure connection to Bank technology and systems that allows the Program Manager to develop and maintain the Application, which is the means by which you open and access the account and services. The Program Manager determines which services to make available to you and the manner that you access the account and services through the Application. The Program Manager makes these determinations, subject to our approval, based on the nature of its product offerings and the user experience it hopes to create. For this reason, you may not have access to all of the services described in this Agreement.

The Program Manager may have multiple roles in its relationship with you. First, the Program Manager facilitates your ability to open and access the bank account and related services. This includes making the Application available to you and providing customer service regarding the Application, account, and services. When the Program Manager is facilitating your use of the bank account and related services, it does so on the Bank’s behalf as our service provider, and the manner in which the account and services is provided to you is governed by this Agreement. However, your relationship with the Program Manager is also governed by separate documents, which documents the Program Manager will make available to you from time to time and may be titled “terms of service,” “terms of use,” “agreements,” or by some other name, and may include privacy policies and other terms and disclosures. These separate documents governing your relationship with the Program Manager, whether one or more, are referred to herein as the “Program Manager Agreement.” Please note that the Program Manager Agreement may include terms that relate to your access and use of the bank account and services, such as describing the

Application and the way various services are made available to you. You should carefully review the Program Manager Agreement for more information.

Please note that in order to effect, administer and/or enforce transactions that you request in connection with our maintaining or servicing your account and providing related services to you (including customer support), the Bank and Program Manager must share information about you (including your personal information), the account, any transactions, and other services provided under this Agreement. By opening and using the account or any services, you are directing the Bank and Program Manager to share your information with one another to effect, administer and enforce such transactions and to provide the account and related services. If you do not want the Bank and Program Manager to share your information in this manner, you should not open an account. Please note that if you later revoke your directive to share your information between the Bank and Program Manager, the Bank and Program Manager may continue to share information to the extent permitted by law as necessary to maintain your account and provide the services. The Bank may also, at its discretion, close your account and refund the balance to you.

The Program Manager may offer additional products and services that are unrelated to the bank account and services described herein. Those unrelated products and services are not governed by this Agreement and the Program Manager is not acting on the Bank's behalf in providing them to you. Those unrelated products and services, and the relationship between you and the Program Manager regarding those unrelated products and services, are governed by the Program Manager Agreement. The Bank has no control over those unrelated products and services.

WE ARE NOT RESPONSIBLE, AND DISCLAIM LIABILITY, FOR ANY ACTION OR INACTION OF PROGRAM MANAGER EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

How do you open an account and use the services?

The Program Manager provides the sole means by which you may open an account and access services under this Agreement. The Program Manager may provide this access through a website, mobile application, telephone, and/or such other means as the Program Manager may choose from time to time. The technology and other means that Program Manager provides for you to open an account with us and access any of our services is referred to as the "Application."

You may not have access to all of the services described in this Agreement. The Program Manager and the Application will determine which services are available to you and the means by which you access them. The Program Manager may modify the Application, add or remove services, or otherwise modify your ability to access the account or services. You should review the Program Manager Agreement for more information.

WE ARE NOT RESPONSIBLE, AND DISCLAIM LIABILITY, FOR PROGRAM MANAGER'S DECISION TO MAKE OR NOT MAKE ANY SERVICE AVAILABLE TO YOU, OR FOR THE OPERATION, MAINTENANCE, SECURITY, AVAILABILITY, OR ANY OTHER ASPECT OF THE APPLICATION.

You understand and agree that we are entitled to rely on any communication or instruction we receive through the Application. We have no obligation to verify the accuracy of such communication or instruction. Nor do we have any obligation to verify that the person(s) entering

such communication or instruction into the Application was authorized to do so. It is your responsibility to safeguard your access credentials to the Application, monitor any communications or instructions that are sent to us through the Application for accuracy, and otherwise comply with any agreements between you and the Program Manager regarding the Application.

YOU AUTHORIZE US TO ACT ON ANY COMMUNICATIONS AND PROCESS ANY INSTRUCTIONS WE RECEIVE THROUGH THE APPLICATION WITHOUT FURTHER INQUIRY OR AUTHORIZATION. WE ARE NOT RESPONSIBLE, AND DISCLAIM LIABILITY, FOR ANY DAMAGE YOU MAY SUFFER AS A RESULT OF OUR RELYING ON ANY COMMUNICATION OR PROCESSING ANY INSTRUCTION THAT WE RECEIVE THROUGH THE APPLICATION REGARDING YOUR ACCOUNT, REGARDLESS OF WHETHER OR NOT SUCH COMMUNICATION OR INSTRUCTION WAS IN ERROR OR AUTHORIZED BY YOU.

Who should you contact with questions or disputes regarding your account?

Please contact the Program Manager with any questions about your account or to dispute any transaction. If this Agreement directs you to contact “us” or “Bank,” you should contact the Program Manager unless we provide you with specific instructions to the contrary. The Program Manager’s contact information can be found in the Account Terms & Conditions, your account statements, or may otherwise be provided to you.

How do you revoke the Program Manager’s access to your account?

You may contact us at custsupport.op.group@bbva.com or at BBVA Open Platform Client Support, 201 Mission Street, 25th Floor, San Francisco, CA 94105 to revoke the Program Manager’s access to your account. If we receive a request from you to revoke the Program Manager’s access to your account, we may at our discretion convert your account to a different type of account offered by us (which may be governed by different agreements) or refund your money and close your account.

Are there any fees associated with the account and services?

The fees for your account and the services covered by this Agreement are set forth in the Account Terms & Conditions, as may be amended from time to time. The Program Manager may charge you additional fees for products and services that are not covered by this Agreement. You should review the Program Manager Agreement for more details.

Part I - Accounts

1. DEFINITIONS

The following terms and definitions apply when used in this Agreement. Some terms used in this Agreement but not defined below shall have the meaning assigned to them in the Uniform Commercial Code. References to the Uniform Commercial Code are to the Uniform Commercial Code in the State of Alabama.

Account or Deposit Account. Each and every account that you maintain at the Bank and access with the assistance of Program Manager through the Application. An account may be a Consumer Account or a Business Account, as those terms are defined below. Time deposits are excluded from this definition and are not covered by this Agreement.

Account Owner or Owner. Each person named in our records as an owner of an account or any funds on deposit in the account.

ATMs. Automated teller machines.

Authorized Agent. Any person who is authorized by this Agreement, any resolution, or otherwise to access and/or use the account, and any person who has been permitted by you or another authorized agent to act on your behalf in dealing with us or for the purpose of transacting business on your account. You agree that we may, in our sole discretion, not honor any power of attorney, terminate our acceptance of a power of attorney at any time, and/or restrict the types and dollar amount of transactions an authorized agent may conduct.

Available Balance. The balance of funds in your account that is available for immediate use or withdrawal. Unlike the posted balance, the available balance reflects any holds placed on your account, including the restrictions described in the Funds Availability Disclosure included with this Agreement or in any agreement between you and the Program Manager. Your available balance may be more or less than the amount of your posted balance.

Business Account. Any type of account that you maintain at the Bank and access with the assistance of Program Manager through the Application, which is used primarily for business, commercial, or any other non-consumer purpose to which funds may be deposited.

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

Consumer Account. Any type of account that you maintain at the Bank and access with the assistance of Program Manager through the Application, which is used primarily for personal, family, or household purposes.

Dormant Account. An account will be considered dormant if for one year or more, (a) no customer-initiated transaction activity has been conducted on the account, (b) no correspondence regarding the account has been received by us, and (c) no account owner has otherwise indicated an interest in the account. Recurring ACH credits (i.e., Direct Deposit) are considered to be

automatic and, therefore, are not considered to be customer-initiated transactions for this purpose.

Frozen Account. An account where all posting activity is suspended or is allowing only credits to post. A frozen account may also be referred to as a “blocked account.”

Item. A check, substitute check, draft, withdrawal order, payment order or other similar instrument, order or instruction, whether oral, written, or electronic either for the deposit of funds to your account or for the payment of funds from your account. Items include debits and credits point- of-sale, ATM, and debit card transactions.

Posted Balance. The balance of funds in your account based solely on items that have been posted as credits or debits to your account. Unlike the available balance, the posted balance does not reflect any holds placed on your account. Your posted balance may be more or less than the amount of your available balance.

Person. Any natural person, organization or entity, including a corporation, agency, estate, trust, partnership, proprietorship, cooperative, LLC, or association.

Service Charges. Any charge, fee, or similar amount due to us, whether for a service we may provide or for a particular condition or status of your account or any item relating to your account, which has been disclosed by us in this Agreement or in any schedule of service charges included or incorporated by reference into this Agreement, as amended from time to time. Other charges, fees, and similar amounts due to us, but not disclosed in this Agreement, may apply under other agreements you may have with us.

Substitute Check. A paper reproduction of an original check that (1) contains an image of the front and back of the original check; (2) bears a MICR line containing all the information appearing in the MICR line of the original check at the time the original check was converted to an electronic image; (3) conforms in paper stock, dimension and otherwise with industry standards; (4) includes a legend stating, “This is a legal copy of your check. You can use it the same way you would use the original check”; and (5) is suitable for automated processing in the same manner as the original check.

2. CONSUMER ACCOUNT OWNERSHIP

For consumer accounts, the type of account you select may determine how property passes on your death. Your Last Will and Testament may not control the disposition of funds depending on the account ownership selection that is made.

Account Types:

- Individual Account. A deposit account owned by one party as indicated on our records, also referred to as a single-party account.
- Joint Account. A deposit account with more than one account owner, also referred to as a multiple-party account.

- P.O.D. Account. A deposit account payable on request to one or more owners during their lifetime and on the death of the last surviving owner, to one or more surviving beneficiaries and not to any owner's estate. If two or more beneficiaries survive, the sums on deposits belong to them in equal, undivided shares.

Account Ownership Selection:

- Individual Account Without P.O.D. Designation. The owner of the account owns the account during his/ her lifetime. On the death of the owner, ownership of the account passes as a part of the owner's estate or in accordance with applicable law.
- Individual Account With P.O.D. Designation. The owner of the account owns the account during his/her lifetime. On the death of the owner, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the owner's estate.
- Joint Account Without Right of Survivorship. The owners of the account own the account in proportion to their net contributions to the account. The bank may pay any sum in the account to an owner at any time, regardless of the amount of that owner's contribution to the account. On the death of an owner, the owner's ownership of the account passes as part of the owner's estate or in accordance with applicable law.
- Joint Account With Right of Survivorship. The owners of the account own the account in proportion to their net contributions to the account. The bank may pay any sum in the account to an owner at any time, regardless of the amount of that owner's contribution to the account. On the death of an owner, the owner's ownership of the account passes to the surviving owners.
- Joint Account With Right of Survivorship and P.O.D. Designation. The owners of the account own the account in proportion to their net contributions to the account. The bank may pay any sum in the account to an owner at any time, regardless of the amount of that owner's contribution to the account. On the death of the last surviving owner, the ownership of the account passes to the P.O.D. beneficiaries.

Note: Joint Accounts will be presumed to be with right of survivorship unless we have agreed with you in writing that the account is owned in another capacity. Not all types of Joint Accounts are available in all states.

3. DISPUTE RESOLUTION

Arbitration: Either you or we may ask to settle disputes by arbitration. Arbitration is a way of working out disputes without going to court. If you or we ask for arbitration, we would all meet with a person called an arbitrator. An arbitrator is like a referee or a judge. The arbitrator will listen to what you and we have to say. The arbitrator will decide who is right. The arbitrator's decision is called an award. The party who wins the award can take it to any court that could have heard the dispute and get an official judgment.

Please read the rest of this section carefully. It explains how arbitration works.

Some Legal Rights May Not Be Available in Arbitration: After any party asks for arbitration of a dispute, neither you nor we can ask a court to hear that dispute.

There will be no jury trial of that dispute. You cannot be part of any class action relating to that dispute. The right to get information from each other and other procedures may be more limited in arbitration than in court. With a few limited exceptions, the arbitrator's award will be final and unchangeable. Other rights that you or we would have in a court also may not be available in arbitration.

What Disputes Are Covered: Any dispute that arises from or relates to this Agreement, your Account and any transaction involving the Account or any service or product related to your Account will be settled by arbitration unless it is described below in "What Disputes Are Not Covered."

This means that disputes about the following are covered:

- This Agreement, your account or any transaction involving the account or any service or product related to your Account;
- Any advertisement, promotion or oral or written statement related to this Agreement or your account;
- Any relationships that result from this Agreement or any relationship you have with us that is not also subject to a different agreement to arbitrate (including, as far as applicable law will allow, relationships with third parties who are not parties to this Agreement or this arbitration provision);
- The validity, interpretation, scope or enforceability of this Agreement (except for any challenge to the enforceability of this Dispute Resolution section or any dispute about the parts of this section about class disputes); and
- Whether it is too late to settle a dispute because of any statute of limitations, estoppel, waiver, laches or similar legal rule.

It doesn't matter whether the dispute is based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity or otherwise. It also doesn't matter when the dispute began (whether before this Agreement, now or in the future). This arbitration provision will continue to apply after this Agreement ends and/or after you or we close the Account.

What Disputes Are Not Covered: This arbitration provision does not cover any dispute:

- That you or we could take to a small claims court, which usually limits its cases based on the amount of the claim; or
- About the parts of this arbitration provision that prohibit class disputes.

No Class Disputes: You cannot join together in a dispute with anyone other than people who use your Account. Even if other people have disputes similar to a dispute that you or we ask to arbitrate, those people and their disputes cannot be part of any arbitration between you and us.

You cannot arbitrate any dispute on a class action, private attorney general or other representative basis. Only a court, and not an arbitrator, may decide whether this provision prohibiting class disputes can be enforced.

Who Will Arbitrate: The American Arbitration Association (“AAA”) or JAMS ADR (“JAMS”) may arbitrate any dispute, or you and we may agree upon a different arbitrator. For more information about arbitration, contact the AAA (www.adr.org or 1-800-778-7879) or JAMS (www.jamsadr.com or 1-800-352-5267). If for any reason the AAA or JAMS is unable or unwilling to arbitrate, or you and we cannot agree on an arbitrator, we will use another national or regional arbitration group.

The number of arbitrators will depend on the total dollar amount of all disputes by both you and us. If the total is two hundred fifty thousand dollars and no cents (\$250,000.00) or less, one (1) arbitrator will hear the dispute(s). If the total is over two hundred fifty thousand dollars and no cents (\$250,000.00), three (3) arbitrators will hear the dispute(s).

Each arbitrator must be an active member in good standing of the bar for any state in the continental United States, and either: (a) actively engaged in the practice of law for at least five (5) years or (b) a retired judge.

What Rules Apply: The arbitration of any dispute will be conducted according to the rules of the arbitrator (“Rules”). If an arbitrator other than the AAA is chosen, the Rules of the AAA will be applied to any circumstance that is not addressed by the Rules of the chosen arbitrator. If the total of all disputes is two hundred fifty thousand dollars and no cents (\$250,000.00) or less, we will use any expedited procedures in the Rules. If this Agreement and the Rules say something different, we will follow this Agreement and not the Rules.

How To Start Arbitration: Either you or we may start an arbitration by giving written notice to the other party. At a minimum, this notice must describe the subject of the dispute and the result requested in arbitration by the party giving the notice. If you ask us to arbitrate, you can choose the AAA or JAMS, or suggest another national or regional arbitration group to arbitrate the dispute. If we ask you to arbitrate, we will give you ten (10) days to choose the AAA or JAMS, or to suggest another national or regional arbitration group. In either case, if you suggest an alternative to the AAA and JAMS, we will work with you to determine if you and we can agree on a different group or arbitrator. If you and we are unable to agree, the arbitration will be conducted by the AAA or, if the AAA is not available, by a similar arbitration group. The party asking for arbitration must file a notice with the arbitration group following the Rules in effect at that time.

When a Party May Ask for Arbitration: You or we may ask for arbitration before or after a lawsuit has been filed. You or we must ask for arbitration within the statute of limitations that would apply to the same dispute in court. If it is too late to resolve the dispute in court, it is also too late to resolve it in arbitration.

What the Arbitrator(s) Must and May Not Do: Each arbitrator must:

- Limit discovery to information that is directly relevant to the dispute and is not considered confidential or otherwise protected from being made public. Discovery is the process by which you and we ask each other for information about the dispute;
- Make decisions and awards based on the evidence and applicable substantive law and the rules of evidence used in federal courts;
- Make decisions and awards only with respect to claims made by or against you;
- Give a brief written explanation of the basis for the award upon request of either party; and
- Make specific findings of fact and conclusions of law to support any award greater than twenty five thousand dollars and no cents (\$25,000.00).
- Not make any award that would require you and us to continue any relationship we may have under this Agreement or otherwise.

Who Pays for Arbitration: There will be costs for arbitration. Contact the AAA or other arbitration group to find out what the arbitration charges will be. You may have to pay some of the arbitration charges unless this Agreement, an applicable law or the Rules say we must pay. If the total dollar amount of all disputes is fifty thousand dollars and no cents (\$50,000.00) or less, we will pay that portion of the arbitration filing fee that is more than the cost of filing a lawsuit in the federal court where you live. You can ask us to pay some or all of the other arbitration charges you have to pay, but we don't promise to do as you ask. At the end of the arbitration, the arbitrator(s) will decide who has to pay for any arbitration charges that are greater than those we agreed to pay. The arbitrator(s) also may order us to pay some or all of your attorneys, expert and witness fees. Unless ordered otherwise by the arbitrator(s), each of us must pay for its own attorneys, expert and witness fees, no matter who wins.

Where Will Arbitration Take Place: Any arbitration will take place in the federal judicial district near your home or business. Or, you and we could agree that arbitration will take place somewhere else.

What Law Applies: This arbitration provision is made pursuant to a transaction involving interstate commerce. The Federal Arbitration Act will apply to the construction, interpretation and enforceability of this arbitration provision despite any other choice of law provision in this Agreement.

Other Rights and Remedies: Nothing in this arbitration provision will limit certain other rights you or we may have. This means that you or we could, for example:

- Get an injunction, which is a court order to stop someone from doing something; or
- File an interpleader action, which is a type of lawsuit used to decide who owns property that more than one (1) person claims to own.

If you or we do any of these things or take part in any other court case, it does not affect your or our rights under this arbitration provision.

What Happens If Part or All of This Arbitration Provision Cannot Be Enforced: Only a court and not an arbitrator can determine if any part of this arbitration provision cannot be enforced. If a court with proper jurisdiction says that any part of the “No Class Disputes” subsection above (which prohibits arbitration of class disputes) cannot be enforced, then none of the arbitration section in this Agreement will apply, and this section will be considered deleted from the Agreement. If a court with proper jurisdiction says that any other part of this arbitration provision cannot be enforced, then the rest of this arbitration subsection still will apply, including the “No Class Disputes” subsection above.

Waiver Of Jury Trial: This provision limits your rights to a jury trial. You should review this section carefully. If you and we have any dispute related to this Agreement, your Account, or any transactions involving your Account or any service or product relating to your Account and (i) neither you nor we seek to compel arbitration of the dispute, or (ii) some or all of the arbitration section is unenforceable and the dispute will be resolved in court, then you and we agree voluntarily and knowingly to waive any right each may have to a jury trial to the fullest extent permitted by law.

Attorneys’ Fees. In any action between you and us in court, the prevailing party will be entitled to receive from the other party an amount equal to the reasonable attorneys’ fees the prevailing party incurred in bringing or defending the court action.

4. ACCOUNT OPERATIONS

New Account Verification and Other Inquiries. We may make inquiries that we consider appropriate and use third party services to help us verify your identity, obtain information regarding your previous banking relationships and determine if we should open, maintain, collect or close your account. We may also report the status, history and/or closure of your account to third-party services.

Identification. To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify and record information that identifies each person who opens an account. For these reasons and for our internal purposes, when you apply for an account, we will ask for information that will allow us to identify you. We may also ask for your driver’s license or other identifying documents. Additionally, for Business Accounts, we may ask for identifying documents for your business, authorized signers, account owners, and your officers, directors, beneficial owners, controlling shareholders and others.

Assignment of Account. No pledge, assignment, or other transfer of any account, whether by purchase and assumption, assignment, sale, merger, acquisition, gift or otherwise, shall be binding on us unless acknowledged by us in writing. Unless we agree otherwise in writing, the account will remain subject to our rights of set off even after we receive notice of the transfer. Accounts are transferable only on our records. We reserve the right not to acknowledge or accept any attempted transfer of an account. We are not required to accept or recognize an attempted assignment of your account or any interest in it, including a notice of security interest or deposit account control agreement, except as required by law. If you have granted to us a security interest in your account to secure debt you owe to us, we will be deemed to have control of your account under the Uniform Commercial Code.

Authority. You agree that we may honor and rely upon the execution, delivery, and/or negotiation of any item or document by any authorized agent regardless of the necessity or reasonableness of such action, the circumstances of the transaction effected thereby, the amount of the transaction, the source or disposition of any proceeds, and regardless of whether the relevant item(s) and/or document(s) are drawn to the individual order or tendered in payment of an individual obligation of any authorized agent or otherwise. With respect to such actions, you agree you are estopped to deny the authenticity, validity, binding effect, and authorization of any such action unless you previously have delivered to us a signed writing and we have accepted that document in writing limiting your responsibility for any of the foregoing.

Management of Your Account. You specifically agree to assume the risk of unauthorized acts by your authorized agent(s) and any loss, costs, or expenses caused or incurred thereby if you do not maintain adequate control of and properly manage your account. We may rely conclusively on the validity and binding effect of any item signed, drawn, endorsed, executed, delivered, presented, issued, or otherwise transferred by you or any authorized agent, and you are expressly estopped from denying the validity of any such item and binding effect and authorization of any such action. We shall be under no duty to investigate the authority for the execution and/or delivery of any item or document or the application of any proceeds thereof. For Business Accounts, you agree to maintain safeguards to ensure that there is dual control over all your financial matters, including without limitation, that the individuals empowered to sign, endorse, execute, and/or deliver items or documents do not have the authority to reconcile and are not permitted to reconcile the transactions effected thereby.

Authorization to Pay and Debit the Account. You authorize us to pay or withdraw funds from the account, without any notice to you, on the order of any account owner or authorized agent. You authorize us to honor orders to pay or withdraw funds received by us from any of these persons in writing, orally, or electronically (including through the Application or by telephone).

Service Charges; Other Charges. You acknowledge that you have been provided our current schedule of service charges and, if applicable, interest rates for your account. Some services are negotiated separately and may be subject to other written agreements with us. You agree that all service charges and any interest rates applicable to the account may be changed by us from time to time, and you agree to pay such amounts to us when due. You agree that we may deduct from your account, even if your account is dormant, abandoned, or unclaimed, and without any further notice or demand, all service charges applicable to your account, as well as charges for the purchase of checks, drafts, and other products ordered by you or your authorized agent from or through us. You agree that if your account is closed during a statement cycle, at account closing, we may charge all service charges not yet posted to your account for that statement cycle. We shall not be liable for failing to pay any item presented against your account if the available balance is insufficient to pay the item, even if the insufficient available balance results solely from debiting these service and other charges from your account.

Processing and Posting Order. You authorize and agree that we may, in our sole discretion, determine the order that we process and post credits, debits and holds to your account. You also authorize and agree that the order and/or manner in which we process and post credits, debits and holds may vary by product, service, account type or type of transaction. You also authorize and agree that we are allowed to pay or authorize some credits, debits and holds, and decline or

return others, in any order we deem appropriate. The order in which we post credits, debits and holds to your account may not be the same as the order in which you make the withdrawals from or deposits to your account. You agree that any order in which we process and post credits, debits and holds to your account will not be an abuse of discretion. If two or more items are presented for payment from your account on the same day, we may pay or charge the items to your account in any order without regard to any contrary instructions from you, even if paying a particular item or items causes the available balance for your account to be insufficient to pay one or more other items that otherwise could have been paid, which may result in the occurrence of additional or other service charges that otherwise may not have occurred. We may pay items drawn on us, debit your account for any service charges and other amounts that you owe us under this Agreement or otherwise, and we may exercise any rights of set off we may have against the account before we pay any other item.

If an item was initiated at a point-of-sale terminal or is a VISA or ATM transaction, you agree that we may charge the amount of the item to your account or place a hold on your account in the amount requested by the merchant immediately upon authorization of such transaction, even though we have not then actually received the item for payment. We will make payment for a transaction only after the actual transaction is presented to us physically or electronically. Each such hold will reduce the available balance in your account by the amount of the hold.

Without limiting our options to process and post credits, debits and holds to your account in a different order and without limiting your authorization for us to do so, we generally process and post transactions to your account as follows. Bank posts transactions to your account throughout the day, unlike many banks that post transactions at the end of the day. Our system allows us to more closely match the posting of transactions to your account with the timing of your actual transaction activity. This will enhance your banking experience by providing you more timely information concerning your account, but it is important to remember that because transactions post throughout the day, deposits made later in the day may not be available to cover withdrawals that post earlier in the day. Because transactions will post to your account throughout the day, it is important to keep an accurate account record and to be sure your available balance is always sufficient to cover your purchases, withdrawals and payments.

Telephone Calls: Calling, Monitoring and Recording. By providing us with any telephone number (including wireless), you authorize us, our affiliates, and service providers to contact you at that telephone number using live telephone calls, text messaging, artificial or prerecorded voice messages, voicemails, messaging services, and calls made by an automatic telephone dialing system. As examples, we may contact you about fraud alerts, deposit holds, and amounts you owe us (collection calls) on your accounts, and to facilitate account transactions. We may also send you text messages to facilitate account transactions (e.g., delivering a one-time PIN to you). By agreeing to receive text messages from us, you are also consenting to receive a final opt-out confirmation text message if and when you choose to opt out of a text message service we provide to you. This express consent applies to each telephone number that you provide to us now or in the future. You agree to notify Program Manager promptly if any of your contact information changes. Calls and messages may incur charges from your communications provider.

You consent and authorize us to monitor, and to record, telephone conversations and other electronic communications you have with us and with our representatives for reasonable business purposes, including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so.

5. ACCOUNT STATEMENTS AND NOTICES

Periodic Statements. If we have a deliverable address on file for you, we will mail, or otherwise make available to you, periodic statements for your deposit account at approximately monthly intervals unless we specify to you another interval period when you open your account or thereafter. The account statement will describe each item by item number (where appropriate), amount, and date of debit or credit. For certain types of accounts, the periodic statement may be accompanied by the items and/or a facsimile of those items listed on the statement, unless the item or an image of the item is unavailable for any reason (for example, when an item is electronically presented (or re-presented) for payment against your account). If we comply with the foregoing provisions of this section, you agree that the statement and items all have been made available to you in a reasonable manner.

Mailing and Availability. Periodic statements and canceled checks (if applicable to your account) and written notices of dishonor or return of unpaid deposited items, or any other notice or communication, may be mailed or e-mailed to you at the address shown in our records or a forwarding address for you if one is on file with the U.S. Postal Service. However, we will not mail any account information to an address that the U.S. Postal Service has informed us is “undeliverable” or otherwise invalid. We use reasonable efforts to maintain the first statement(s) returned as undeliverable for sixty (60) days, or such longer period of time as may be required by applicable law, after which time we may dispose of the statement and original items. However, we retain printable versions of your account statements for seven (7) years, or longer periods as may be required by applicable law. You agree to give the Program Manager written notice of any change of your address. Periodic statements, and written notices of dishonor or return of unpaid deposited items, or any other notice or communication may be delivered to you electronically if you have agreed to receive such notices and communications electronically. You agree to notify us promptly if you do not receive your statement by the date you normally would expect to receive it. Any notice mailed to your last address appearing in our records will be effective and binding on you for all purposes. We may, but are not required to, change the address for you in our records if the U.S. Postal Service notifies us of a new address for you, and you waive any and all claims against us that arise in connection with any mail forwarded to you or sent to an address for you supplied to us by the U.S. Postal Service. We may make statements, canceled checks (if applicable to your account), notices or other such communications available to you by holding all or any of these items for you, or delivering all or any of these items to you, in accordance with your request or instructions. If we hold them at your request or because you fail to provide us with a current address, they will be deemed delivered to you when they are prepared (for held statements), mailed or otherwise made available to you. In the event that you have requested or instructed us to make canceled checks or other items available to you by retaining them, whether pursuant to this Agreement or otherwise, we will send any such item or a copy of the item (if available) to you upon your request and upon payment of our service charge for such service.

Errors, Unauthorized Transactions and Forgeries. Our records regarding your accounts will be deemed correct unless you timely establish with us that we made an error. It is essential that any account errors (including missing deposits or deposits that do not apply to your account), unauthorized transactions, alterations, unauthorized signatures, unauthorized demand drafts or remotely created checks, unauthorized or improperly imaged checks, unauthorized or forged endorsements, forgeries, encoding errors or posting errors (such as debits or credits posted twice, debits posted as credits or credits posted as debits), unauthorized or disputed fees of any kind, or any other improper transactions on your account (collectively referred to as “exceptions”) be reported to us as soon as reasonably possible. Otherwise, we may not be liable for the exceptions. You agree that you will carefully examine each account statement or notice you receive and report any exceptions to us promptly after you receive the statement or notice. You agree to act in a prompt and reasonable manner in reviewing your statement or notice and reporting any exceptions to us. If you do not report an exception to us within thirty (30) days after we send or make the statement or notice available to you, you agree that we will not be liable to you for any loss you suffer related to that exception and that you cannot later dispute the transaction amounts and information contained in the statement. This means that, if you do not report exceptions to the Program Manager within thirty (30) days after we send or make the statement or notice available to you, we will not reimburse you for any such disputed amounts or any loss you suffer, including, but not limited to, any amounts lost as a result of: paying any unauthorized, forged, or altered item, or paying any other item altered or forged by the same wrongdoer if we paid the other item before we received notice of any of these exceptions from you. Except as provided by applicable law, you also agree that we will not be required to reimburse you for any exceptions caused by your own negligence. Different rules may apply to items that are electronic fund transfers. In any case, you agree to repay us promptly any amount credited to your account in error, and you authorize us to debit your account to obtain payment of any erroneous credit.

If you make your checkbook, your checking account number, your ATM or Debit card, or personal identification numbers and/or security codes available to any third-person for the purpose of transacting business on your account, you agree to assume full responsibility for any errors or wrongdoing performed or caused by such third person. You are responsible to us for any actions of such third person, regardless of whether those actions exceed the authority given.

Our maximum liability will never exceed the amount of actual damages proven by you. Our liability will be reduced:

- (a) by the amount of the loss that is caused by your own negligence or lack of care;
- (b) to the extent that damages could not have been avoided by our exercise of ordinary care;
- (c) by any loss recovery that you obtain from third parties (apportioned in accordance with this provision); and
- (d) as otherwise limited by this Agreement. We will not be liable for any loss that is caused in part by your negligence if we acted with ordinary care. We will not be liable for incidental, special or consequential damages, including loss of profits and/or opportunity, even if we were aware of the possibility of such damages. You agree to pursue all rights you may have under any

insurance policy covering any loss and to provide us with information regarding coverage. Our liability will be reduced proportionately in accordance with your responsibility for any loss, by the amount of any insurance proceeds you receive or are entitled to receive for the loss. If we reimburse you for a loss and the loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement, in accordance with this provision. You waive all rights of subrogation against us with respect to any insurance policy or bond.

Record Retention. We will retain any item paid on your account for a period of fifteen (15) business days from the date the item posts to your account. We will retain copies of those items and copies of account statements for seven (7) years.

6. ACCOUNT TRANSACTIONS

Signatures; Facsimile Signatures. Before using any form of facsimile or mobile signature in connection with an account, we may require you to submit a sample signature to us and to execute and deliver agreements in a form we require. We are not required to act upon instructions received by fax transmission, voice mail or e-mail.

If you use a facsimile signature or other mechanical or electronic device for signing or authenticating items drawn on your account or for other purposes, you assume the entire risk that the facsimile signature or device may be used improperly or by an unauthorized person. We will not reimburse you or any other person for items drawn in this fashion by any unauthorized person or by any person who exceeds his or her authority to do so, and we may honor all of these type items presented to us. You agree to indemnify and hold us harmless from all losses resulting from our honoring an item in any instance in which the item bears or purports to bear a facsimile signature resembling a signature on file with us, regardless of by whom or by what means the actual or purported signature was affixed to the item. You agree that signatures by your authorized agents are valid, even if the principal-agent relationship is not indicated on the check or instruction.

Check Signature Verification. We may process certain checks mechanically, based on the information encoded on the items. Although we may review checks or signatures from time to time, you agree that reasonable commercial standards do not require us to review checks or require us to compare the signature on any item to your signature in our records.

Items not Bearing Your Signature. If you give information about your account to a third-party who represents to you that, in the ordinary course of its business, it will present unsigned items, remotely created checks or demand drafts (i.e., items which do not bear your actual signature, but purport to be drawn with your authorization) for payment or initiate transfers from your accounts, then any item initiated by that person will be deemed authorized by you even though they do not contain your signature and may exceed the amount you authorized to be charged and may be charged to your account. This provision shall not obligate us to honor such items. We may refuse to honor such items without cause or prior notice, even if we have honored similar items in the past. You assume the entire risk that the information you furnished may be used improperly or by an unauthorized person. We will not reimburse you or any other person for items drawn in this fashion by an unauthorized person or by any person who exceeds his or her authority to do so, and we may honor all of these type items presented to us.

Wire Transfers and Other Fund Transfers. When we accept a wire transfer payment order instructing payment to you or your account, we will notify you of our receipt of payment by indicating the amount in your account statement. If the payment order does not specify an account, we may deposit the payment into any account that you maintain with us. Your account statement will be the only notice of receipt that we will provide you, and no interest will be paid on the wire transfer payments deposited into your account unless the account otherwise pays interest. You agree to pay all charges for wire transfer services stated in our schedule of service charges, as amended from time to time. Payment orders will not be accepted until executed by us. We reserve the right to refuse to accept any payment order. If there is ever any inconsistency or conflict between the account number and the name of a recipient on an instruction or payment order, we may rely exclusively on the account number and bank identification number contained in a payment order rather than the name. If you give us a payment order that is erroneous in any way, you agree to pay the amount of the order whether or not the error could have been detected by any security procedure we employ. Amendments to a payment order must be provided to us at least three (3) business days prior to our execution of the payment order. If you request that a wire transfer be recalled after we initiate the transfer, we cannot guarantee that we will be able to recover the funds. We may record any telephone conversations or data transmissions that initiate or amend payment orders. The exchange rate on a return payment order shall be the rate in effect at the time the return is received.

Insufficient Available Balance and Overdrafts. If your available balance is insufficient to pay the total amount of items presented against your account, we may, at our option, return any of the items unpaid or pay any or all of the items, even though payment will cause an overdraft of your account. We may return any item at any time if your available balance is insufficient to pay that item, even if we previously have permitted overdrafts. You are not entitled to rely on any prior act by us with respect to your account. Our election to pay overdrafts does not establish a course of dealing between you and us or modify the terms of this Agreement. You agree that, if your available balance is insufficient to pay any item presented against your account, you will promptly pay both our service charge for handling and processing that item and the amount of any overdraft without further notice or demand. Your failure to pay these amounts promptly may result in additional service charges to your account. We may use subsequent deposits and other credits to the account to cover any overdraft and any charges existing in your account. Each account owner will be jointly and severally liable for the charges regardless of which account owner is responsible for their occurrence. In the event you fail to pay any amounts that you owe us related to the account, including but not limited to, service charges and/or overdraft charges, you agree to pay all reasonable costs and expenses incurred by us in collecting such account, including without limitation, attorney's fees, collection agency fees, and court costs. These charges are imposed on items created by check, in- person withdrawal, ATM withdrawal, or other electronic means.

Stop Payment Orders. Except as otherwise stated in this Agreement, you or any authorized agent may request us to stop payment on any check, draft, or similar written order or instruction drawn on your account by giving us the information we may request, including the account number, the item number, the date of the item, the payee of the item, and the exact amount of the item, and by paying our stop payment service charge. We will search for your item by computer, so it is essential that all information you give us be accurate. To be effective, we must receive any stop payment order in time to afford us a reasonable opportunity to act. We will confirm your oral

stop payment order in writing, and the information included in our written confirmation will be conclusively presumed to be correct unless you notify the Program Manager within fourteen (14) days of the date of the confirmation.

Confirmed stop payment orders will be continued in effect for a period of two (2) years from the date the initial oral stop payment order was placed or such other period of time as required or under applicable law, regulation or rule (including, but not limited to, the UCC as enacted under any applicable law, regulations issued by the Federal Reserve Board and rules issued by the National Clearinghouse Association). A confirmed stop payment order will expire at the end of the two-year period unless you revoke it at an earlier date or renew it in writing for an additional two-year period and pay our stop payment service charge. You may not stop payment on an item if we have verified to the payee that the available balance in your account is sufficient to pay such item, or if we have accepted that item by payment or otherwise. Any account owner or authorized agent may place a stop payment order, and we are not required to release a stop payment order unless requested to do so by the account owner or the authorized signer who requested it. You agree to indemnify us and hold us harmless from and against any loss, damages, and expenses (including attorney's fees) we may incur by reason of our refusal to pay any item upon which you have stopped payment. For stop payment orders on pre-authorized electronic funds transfers, please refer to the Electronic Fund Transfer Disclosure Statement and Agreement section of this Agreement.

Illegal Transactions. You agree that you will not use your account for any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You agree that it is your responsibility to determine the legality of each of your transactions in all applicable jurisdictions before entering into the transaction. You acknowledge and agree that we have no obligation to monitor, to review or to evaluate the legality of transactions on your account. You also agree that you will not use your account in connection with any Internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction. We reserve the right to refuse or return any item that we believe, in our sole discretion, is related to an illegal transaction, an Internet or online gambling transaction or a high-risk transaction. To the fullest extent permitted by law, you agree to pay for any item that you authorized, even if the transaction related to that item is determined to be illegal.

7. DEPOSITS, COLLECTIONS, AND PAYMENT OF ITEMS

Deposits. We may require a minimum initial deposit to open an account. You may make additional deposits of any amount of one dollar and no cents (\$1.00) or more accompanied by a completed deposit slip (unless your deposit is by electronic funds transfer) by mail or by electronic funds transfer. We may charge for deposits, and we also may refuse to accept for deposit or collection any item you offer for deposit, accept all or any part of a deposit for collection only, or limit the amount of the deposit. We may without prior notice to you, except where prior notice is required by law, place a hold on the account for the amount of deposited items for the approximate period of time it takes us to verify that the items will be paid. During the hold period, interest-bearing accounts will earn interest in accordance with the interest schedule. Items accepted for deposit and drawn on a non-U.S. institution may be subject to a service charge. We may accept an item for deposit to your account from anyone and without

questioning or verifying the authority of the person making the deposit. Any item that we cash or accept for deposit may be subject to later verification and final payment. We may deduct funds from your account if an item is lost (unless such item was lost due to the Bank's negligence), stolen or destroyed in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds.

Credit for any item we accept for deposit to your account, including funds that are deposited by electronic transfer, is provisional and may be revoked if the item is not finally paid, for any reason, in cash or its equivalent. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or deposit account any of you maintains with us. We may endorse and/or collect items deposited to your account without your endorsement, but may require your personal endorsement prior to accepting an item for deposit.

If you deposit an item that bears the endorsements of more than one person or persons who are not known to us, we may refuse the item, require all endorsers to be present, or require that the endorsement be guaranteed by another financial institution acceptable to us before we accept the item. Our policy on the availability of deposits for withdrawal is described in the Funds Availability Disclosure portion of this Agreement.

Bank Deposits by Mail ("Depository Options"). We may provide Bank deposit by mail services for your convenience (some depository services are not available to you until such time as you have executed and delivered to us all forms and agreements as we may require at the time you request the service). We are not accountable for deposits made by any of these means until the deposit is actually accepted and processed by our authorized employees and available for withdrawal in accordance with our Funds Availability Disclosure. Deposits made by any of these means will be posted to your account on the date accepted by our authorized employees. All deposits by mail should be sent by certified or registered mail. Any initial or interim credit that you receive with respect to a deposit made through any Depository Option is subject to post-verification by us, and Bank may make adjustments to your account at any time to ensure proper crediting to your account. You agree to comply with our rules in effect from time to time for making deposits using Depository Options and you agree to use equipment and supplies (e.g., special tamper resistant clear two-pocket disposable bags and envelopes) that conform to our specifications. You agree to exercise due care in using any Depository Options (e.g., by properly sealing depository bags, securing night deposit boxes, etc.). Non-compliance with our rules in effect may result in applicable service charge increases or refusal of the deposit. Our records are conclusive proof of the deposits we receive from you through any of the Depository Options, and in no event will we be responsible for any such deposits that are lost, stolen, or destroyed before actual acceptance by our authorized employees.

Cash Deposit Prohibition. You are not permitted to deposit cash, including without limitation, US Dollars or any foreign currency, into your account.

Collection as Agent. Items delivered to us for deposit or collection are received by us as your agent for collection and at your risk. We may accept an item for collection only (such as a returned deposited item or an item drawn on a non-U.S. institution) and impose a service charge

for attempting collection of the item. In situations where we accept an item for collection only, we will not give you cash or an official check for the items until the items have been paid.

We are obligated only to exercise ordinary care in handling and collecting items delivered to us for deposit or collection. We shall not be liable for the misconduct, neglect, insolvency, mistake, or fault of other persons or entities, or for loss or destruction of any item in transit or in the possession of others or for loss of use as a result of theft, fire, or other event beyond our reasonable control. If any item deposited to your account is payable by a payor that is not a bank, we may send the item directly to that payor. Items payable through another bank may be sent directly to that bank or to collecting agents who likewise shall have the right to send the items directly to the bank on which they are drawn or at which they are payable. Payment of these items may be accepted in cash or drafts and neither we nor any collecting agents shall be liable for failure to collect such drafts. Each collecting agent is deemed to be your agent. No collecting agent shall be liable for loss arising from any act or omission of another agent.

Visa Credits. Any credit transaction (e.g. a merchandise return) on your Visa Debit Card may show as a pending credit in your transaction history. The pending credit will not be included in your Available Balance until the funds are received and processed by the Bank. See your Debit Card Agreement for additional details.

ACH Credits. Credit for an automated clearinghouse (“ACH”) transfer is provisional until final payment is received by the payee’s financial institution. Until that happens, the party originating the transfer is not deemed to have made payment to the beneficiary, and the payee’s bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand. We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your account, you will receive notice of the credit on your next regular periodic statement. Although we may send notice of a non-ACH incoming funds transfer (e.g., a wire), we assume no obligation to do so. You also can contact the Program Manager during normal business hours to determine if a transfer has been credited to your account.

Deposits by Minors, Agents or Trustees. A deposit accepted from or on behalf of a minor, at our option, and subject to applicable law may be paid to or for the minor, and the payment shall be valid even though not executed by the minor’s guardian, custodian, or legal representative. Where a deposit is accepted from an agent, trustee, or other representative, we do not have to inquire as to the authority of the representative, and the deposit may be paid to the account owner or to the representative without inquiring as to the disposition of the deposit.

Uniform Transfer to Minors Act (UTMA) Deposits. A gift of money to a minor named as beneficiary of a UTMA account is irrevocable, will be considered made in accordance with the provisions of applicable state statutes governing uniform transfers to minors, and shall include all interest earned on the account.

Joint Deposits. If an account is a joint account or a P.O.D. account (including a “Totten” trust account), our rights and liabilities for payment of any sums on deposit shall be governed by the laws of the state in which we maintain your account.

Check Endorsement Standards. If you deposit checks into your account, you are responsible for the condition of the back of the check when it is deposited. The back of the check is used during the check collection process to record the identification of banks processing the check. Most of the back of the check is reserved for bank use. You agree that the endorsement of the check must be contained in the payee endorsement area that is limited to one and one half inches (1½”) from the trailing edge of the check on the back. The trailing edge of the check is the left side of the check looking at the check from the front. Any writing, stamp or marking outside of the payee endorsement area may delay the proper return of an unpaid check you have deposited. You agree to indemnify us from any loss or liability, including attorneys’ fees, that may be caused by your failure to adhere to these endorsement standards or any other endorsement standards of the Federal Reserve System.

Foreign Currencies. Deposits in foreign currencies will be converted to U.S. dollars at the exchange rate in effect at the time of final collection. You will be responsible for verification of any exchange rate information provided by us in advance of final collection. Exchange rates may fluctuate significantly in a short period of time. You bear all exchange risk related to deposits of foreign currency.

Deposits by Mail. Our deposit by mail service is for your convenience. We are not accountable for deposits made in this manner until the deposit is actually accepted and processed by our authorized employees. Deposits made in this manner will be posted to your account on the date accepted by our authorized employees. Our records are conclusive proof of what deposits we received from you through the deposit by mail service. Your claim that an item was deposited, which is now missing, will not create a presumption that there is a missing item or that we failed to act with ordinary care.

Chargebacks. This section applies to items that you deposit or cash. In the event a deposited or cashed item drawn on us (an “on us” item) is determined by us not to be payable for any reason or a deposited or cashed item drawn on any other payor is returned to us for any reason, without regard to whether the other payor returned the item to us before its deadline to do so, we may charge the item (a “chargeback item”) to your account or to any account of which you are an owner. We may debit all or part of a chargeback item to your account even if doing so results in or causes an overdraft of your account and regardless of whether the item can be physically returned to you. You waive notice of dishonor in connection with any item that is not finally paid in full and that we charge back to your account. We may recover from you any amount withdrawn by you against a chargeback item. In the event that our debit of all or part of a chargeback item results in or causes an overdraft of your account, we may obtain and retain possession of the item, if it is available, until we recover from you the amount of any overdraft of your account and for a reasonable time thereafter. If our debit of all or part of a chargeback item that is an “on us” item does not result in or cause an overdraft of your account; our deadline for return to you of the item, if it is available, shall be six (6) business days after we make such determination. If we are notified that any item for which you received payment or credit to your account is not properly payable, you agree that, without notice to you, we may authorize the drawee bank to hold the item and try to obtain payment. We will not initially decide whether a cashed or deposited item has been improperly returned; if you believe that a cashed or deposited item has been improperly returned, you should contact us immediately. We will not be responsible for failing to pay any item presented against your account before a deposit becomes

available for withdrawal, as set forth above, if the available balance in your account without regard to such deposit is insufficient to pay the item as provided in Section 6.

Service Charges; Error Correction. We may debit a service charge from your account for each deposited item that: is returned to us unpaid (whether for the first or a subsequent time); bears an unauthorized signature; prior to deposit, has been altered, erased, defaced or mutilated; or is incorrectly described on the deposit slip. Errors in posting, addition, subtraction and calculation, whether by you or us, are subject to correction by us at any time; provided that we may not be obligated to correct certain errors if you fail to notify the Program Manager of the exceptions in a timely manner as described in Section 5. You agree to repay us promptly any amount credited to your account in error, and you authorize us to charge your account or any other account of which you are an account owner, to obtain payment for any erroneous payment or credit.

Stale and Postdated Checks and Checks Bearing Notations; Miscellaneous. We may, in our discretion and without notice to you, either pay or return any check that is presented to us for payment more than six (6) months after the date of that check (a “stale-dated” check), even if the presentation occurs after the expiration of a stop payment order. We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale-dated checks or to seek your permission to pay them. We also may, in our discretion and without notice to you, either pay or return any check we receive before the date on that check unless you have complied with any applicable statute regarding postdated checks and you have provided the Program Manager with notice of the postdating in time for us to have a reasonable opportunity to act on it before the check is presented to us for payment. Your notice about any postdated check must be given in the same manner as a stop payment order, and must provide the same information required for stop payment orders. Each postdated item covered by a notice of postdating will be subject to a service charge. We may disregard any information on an item drawn on your account other than the signature of the authorized signer, the amount of the item, the date of the item (subject to the provisions of this Agreement regarding stale and postdated checks), the account number, the endorsements, and any other information which appears in magnetic ink at the bottom of the check. Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., “void after 6 months,” “two signatures required,” “payee’s endorsement required,” “not good for more than (\$ amount),” “void if not paid in (number) days,” “payment in full,” and the like), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. We shall have the right, but not the obligation, to process any item that is materially incomplete or has been altered.

8. WITHDRAWALS

Withdrawals. You may withdraw part or all of your account’s available balance. We accept no responsibility or obligation, except as required by law, to supervise or review the use of your account. Any account owner or authorized signer of a joint account or any agent of any owner may withdraw all or part of the available balance in the account, regardless of who deposited or contributed the funds into the account.

Multiple Signatures. Although your signature card or your checks may indicate that more than one signature is required on checks and for the withdrawal or transfer of funds, that notation is principally for your own purpose. We expressly disclaim a duty to enforce multiple signature requirements. As such, we expressly disclaim a duty to confirm that two or more (or any combination) of authorized users have approved any transaction. We may act upon the instructions or order of any one owner or authorized signer.

Restrictions on Withdrawals. Your account may be subject to certain transaction limitations, which are shown in the disclosure provided to you at the time you opened your account. We may at any time and without prior notice to you (except where prior notice is required by law) establish or change transaction limitations for any account. If these limitations are exceeded, you will be subject to any charges in effect at the time. In addition, we may stop paying interest on an interest-bearing account, or we may close the account without prior notice to you (except where prior notice is required by law). We also may require you to provide notice before you may withdraw money from certain types of accounts.

All checks written on your account must be drawn in U.S. dollars. We may (but are not obligated to) require suitable identification and/or presentation of account ownership records for any withdrawal or account closure. At our discretion, we may require all of your signatures for the withdrawal of funds and/or the closing of any account. We may require noncustomers to present us with suitable identification, including valid photo identification, in connection with the cashing of your checks at one of our offices.

Without prior written notice to you, we may place a hold on your account or a portion of your account to cover a claim that we have against your account, or to cover any other indebtedness you have with us or to cover a claim presented to us by a third party. Or, we may pay the source of the claim when we receive any notice, claim, or court order which we believe may affect your account (such as liens, garnishments, attachments, levies, injunctions, or other orders of a court or other governmental agency), regardless of the form or manner in which we receive the notice, claim, or court order and regardless of whether we are a named party to the notice, claim, or court order. We will not be responsible for refusing to let you withdraw funds from the account or refusing to pay items presented against the account while the hold is in effect or after we have paid funds to the source of the claim.

Conflicting Demands/Disputes. If there is any controversy, dispute or uncertainty regarding the ownership of an account or its funds, there are conflicting demands over its ownership or control, we are unable to determine any person's authority to give us instructions, or we believe a transaction may be fraudulent or may violate any law, we may refuse to pay any funds to anyone until we are satisfied that the controversy, dispute or uncertainty is resolved, or we may continue to honor the authority of account owners and authorized signers as reflected on our records. Specifically, we may, in our sole discretion: (1) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the account and its funds; (2) refuse transactions and return checks, marked "Refer to Maker" (or similar language); (3) require the signatures of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account; (4) pay or offer to pay the account balance to a court of appropriate jurisdiction, naming all of the claimants to the account as defendants in an

interpleader action (you agree to reimburse us for all expenses we incur in an interpleader action, including attorney's fees and costs, and we may obtain reimbursement of those expenses from your account without notice to you); and/or (5) continue to honor checks and other instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction. We will not be responsible for any damages you may suffer as a result of our refusal to allow you or anyone else to withdraw funds due to the controversy, dispute or uncertainty or our allowing any existing owner or authorized signer to continue to conduct transactions on the account during the controversy, dispute or uncertainty.

Legal Process. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or otherwise) to be valid. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the process, we may charge such costs to your account, in addition to our minimum legal process fee. You agree to reimburse us for any cost or expense, including attorney fees, which we incur in responding to legal process related to your accounts. We may not pay interest on any funds we hold or set aside in response to legal process. You agree that we may honor legal process that is served personally, by mail, by email, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained. You acknowledge that accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc. – Client Trust Account") may be subject to levies and other legal process against your property unless our records clearly reflect the existence of an express written trust or court order.

Photocopies. Checks and other items are sometimes lost during processing or while in transit. If a photocopy of a check or other item that appears to be drawn on your account is presented to us for payment in place of the original, we may pay the photocopy if it is accompanied by a representation from another financial institution that the original item has been lost or destroyed.

9. SUB-ACCOUNTS

We may establish two "sub-accounts" on our books for certain deposit accounts. If we elect to establish the sub-accounts, it will not affect the other terms and conditions of your account or this Agreement, the Federal Deposit Insurance protection afforded on your account, the interest (if any) paid on your account, the service charges imposed in connection with your account, or the Truth in Savings disclosure given to you. Both of the sub-accounts will remain your accounts, but will be used by us internally to manage your funds. The first sub-account will qualify as and be treated as a "savings deposit account" for the purposes of Federal Reserve Board regulations. You authorize us to transfer funds between the two sub-accounts consistent with Federal Reserve Board regulations. As such, we must advise you that the regulations require that we reserve the right to require at least seven days' written notice prior to the withdrawal or transfer of funds from the savings sub-account. We do not currently exercise that right with respect to these savings sub-accounts. In the event we determine to exercise that right, we will close the savings sub-account and transfer all funds back to your current account and cease the sub-account agreement. Your deposit and withdrawal capabilities are not affected by our election to establish the sub-account.

10. DORMANT AND ABANDONED/UNCLAIMED ACCOUNTS

Dormant accounts may be subject to a service charge based on the dormant status. Charges are not reimbursed for inactive or dormant accounts that are later reclassified as “active.” For security reasons, we may refuse a withdrawal or transfer from accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction’s authorization. In the case of interest-bearing accounts that become dormant, we also may reduce the rate of interest or cease paying interest as disclosed on the applicable schedule of service charges and in accordance with applicable state law. Once an account is classified as being in dormant status, you should contact the Program Manager to request that the account be reclassified as “active.” Simply conducting a transaction on an account classified as dormant will not necessarily cause the account to be reclassified as “active”. We may be required to transfer the balance in any account that remains dormant, or that is otherwise considered “abandoned” or “unclaimed” for the period of time described by the laws of the state where we maintain your account (or, if applicable, the laws of the state of your last residence as shown on our records) to that state as “abandoned” or “unclaimed” property. If funds are remitted to the state, you may file a claim with the state to recover the funds.

11. SET OFF AND SECURITY INTEREST

You acknowledge that, except as otherwise prohibited by law, we have the right to charge or set off against your account any indebtedness or other obligations which you or any owner owe us, at any time, without any further notice to or demand on you, whether the indebtedness or other obligations exist at the time the account is opened or arise later. The indebtedness includes, without limitation, all charges and overdrafts incurred on any account you or any owner hold with us. You agree that we may set off against the account any claim which we have against you or any owner without regard to the source or ownership of the funds on deposit in the account and without requirement that the claim be owed to us by all of the account owners. You also agree that, to the extent allowed by law, we may set off any indebtedness or other obligations which you owe us under this Agreement against any other account or property in which you have an ownership interest that is in our possession or control. In addition to our right of set off, you grant to us, to the extent permitted by law, a continuing security interest in your account to secure all present and future indebtedness and other obligations and liabilities which you or any owner may owe to us at any time. The set off rights and grant of a security interest herein are cumulative and nothing in this Agreement shall limit or prejudice any right of set off, security interest or other right or interest in our favor arising hereunder or under any other agreement, or by common law or otherwise.

12. WAIVERS

You waive and agree that we may waive certain legal requirements called presentment, demand for payment, protest, notice of protest, and notice of dishonor with respect to any and all items for which you received payment or credit from us. No departure by us from the provisions of this Agreement or any waiver of any fees and charges with respect to your account shall constitute a waiver by us of any further right to impose any charges or enforce the provisions of this Agreement or a course of dealing different from the terms of this Agreement.

13. OTHER SERVICES

If you have chosen to receive any of our other banking services offered in connection with your account, we may provide the specific terms and conditions of the additional service to you in a separate agreement or disclosure.

14. INTEREST; INTEREST REPORTING

Interest will be paid on interest-bearing accounts at the times and at the rates adopted from time to time by us. On each interest payment date, interest will be paid only if, on that date, the ledger balance for the account is equal to or more than the minimum amount required by us in order for you to receive interest on that account. At any time and without prior notice to you (except where prior notice is required by law), we may change these rates and minimum ledger balance amounts or discontinue the payment of interest. The originally effective interest rates and required minimum ledger balance amounts are shown on the interest schedule provided to you at the time you opened your account, and a schedule containing current interest rates and required minimum ledger balance amounts is available to you upon request. Interest paid to you is reportable to the Internal Revenue Service as having been received by the first account owner shown on the signature card maintained for the account. We may be required to withhold a portion of your interest payment and remit it to the Internal Revenue Service.

15. CHANGES TO ACCOUNT STATUS

Converting Your Account. We reserve the right to change your consumer account to a business account if we determine that it is used for business purposes (meaning that the account is not used primarily for personal, family, or household purposes). Your account may be considered a business account if, among other reasons, it fits into one or more of the following examples: your account has a business name; deposits include credit card drafts; your account has over 100 withdrawals per month; deposits regularly contain over \$2,500 in cash; or your account has over 10 deposits per month.

If we discontinue your type of account, we may convert your account to another type of account. We may also convert your account to another type of account based on our evaluation of how you use the account. If we convert your account, we will provide you with information containing the terms and conditions of your new account, if different than the terms and conditions in this Agreement.

Changing Checking or Savings Product/Account Type. If you should change from one checking or savings product/account type to another during the statement period, your account will be subject to the periodic charges and fees and requirements of the new product/account type for the entire period.

16. APPLICABLE LAW

Except as otherwise provided by law, this Agreement and all accounts are governed by the laws of Alabama and applicable federal laws and regulations in effect from time to time and are subject to any applicable automated or other clearinghouse rules and regulations. You acknowledge that any cause of action arising under this Agreement will be a cause of action

arising from a transaction occurring in Alabama. You hereby submit to jurisdiction in Alabama for any action arising out of or in connection with this Agreement and waive any and all rights under the laws of any state to object to jurisdiction within Alabama. Nothing contained in this paragraph shall prevent us from bringing any action or exercising any rights against you in any other county, state, or jurisdiction. Initiating such action or proceeding or taking any such action in any other county, state, or jurisdiction shall in no event constitute a waiver by us of any of the foregoing.

17. OTHER PROVISIONS

Checks. If applicable, you agree to safeguard your blank and canceled checks, and to take reasonable steps to prevent their unauthorized use. If your checks are lost or stolen, you agree to notify the Program Manager immediately. For security reasons, we reserve the right to close your account and transfer the balance to a new account. If we do, all checks written but not yet paid may be returned to payees as “Account Closed”, “Refer to Maker” or some other notation. You will be responsible for issuing any replacement checks. We are not liable for losses resulting from incorrectly printed checks or deposit tickets.

Check Imaging. We will not be responsible for any indirect, special or consequential damages under any circumstances for our inability to provide copies of checks. Our liability, if any, will not exceed the face amount of the check in question. You agree to provide us with reasonable proof of any loss.

Check Signature Verification. We may process certain checks mechanically, based on the information encoded on the items. Although we may review checks from time to time, you understand that reasonable commercial standards do not require us to do so.

Limitation on Time to Sue. Unless otherwise required by law, an action or proceeding by either party to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account or any account service must be commenced within one (1) year after the cause of action accrues.

Closing Your Account. We reserve the right to close your account at any time, for any reason or for no reason, without the necessity of prior written notice. If we close your account, we will notify you by mail, telephone, or other electronic means that we have closed your account, unless your account has had a zero (0) balance for thirty (30) days or more. We may (but do not have to) mail you a check for the balance of available funds in your account. Written notice that the account has been closed and a check, if any, will be sent to any address shown on our records for you. Once we have closed your account we may, without any liability to you:

- Refuse to honor any checks you have written or any other items that are presented to us for payment after we have closed your account.
- Refuse to collect any check you have deposited in your account, to collect any check you have deposited to your closed account, or to accept any automated deposit to your account.

- Assess any service charge otherwise applicable against any remaining balance in your account.
- Retain all funds in the account until we are reasonably satisfied that the time for items to be returned to us has lapsed and that all remaining funds are collected.

We are not responsible to you for any damages you may suffer as a result of your account being closed. If you attempt to make a deposit to an account we closed due to nonpayment of an overdraft or otherwise, we may collect the deposit and set off your indebtedness to us and collect a service charge from the amount you deposited. Any excess funds over one dollar (\$1.00) will be returned to you.

We reserve the right to refuse your request to close your account, if your account is not in good standing. If you intend to close your account, you should notify the Program Manager. Simply reducing your account balance to zero dollars (\$0.00) is insufficient notice and may result in additional fees charged to your account. If you close your account you are responsible for transactions you initiated or authorized, including those that we receive after the account is closed.

We will not be liable to you for any noncompliance with any special limitations placed upon items presented to or received by us, such as a special limitation on the maximum amount allowable under the item or a special limitation upon the time in which the item may be presented, unless we have agreed to abide by such special limitations pursuant to a separate written agreement signed by us.

Indemnification. Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorneys' fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our services, and (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions (including any instructions transmitted to us by Program Manager, whether or not you authorized such instructions). This provision shall survive the termination of this Agreement.

Survival of this Agreement. All provisions of this Agreement, including, but not limited to the dispute resolutions provisions contained in Section 3, shall survive the termination of this Agreement or closure of your account(s) by either party.

18. ELECTRONIC FUND TRANSFER DISCLOSURE STATEMENT AND AGREEMENT

The following disclosures are made in accordance with federal law (as to consumer accounts) and constitute an agreement between you and us (as to both consumer accounts and business accounts) regarding electronic payments, deposits, transfers of funds and other electronic transfers to and from your account(s). There may be limitations on account activity that restrict your ability to make electronic fund transfers. Any such limits will be communicated by the Program Manager in the Program Manager Agreement, Application, or otherwise. The separate agreement and disclosure statement governing your use of a Bank Debit Card or Bank ATM card

initially will be provided to you either at the time you open an account or by mail after you open an account, and it will control if there is any conflict between that particular agreement and disclosure statement and this Disclosure Statement. If you use an ATM that is not operated by us, you may be charged a fee by us, the operator and/or the automated transfer network.

Definitions

- **Electronic Fund Transfer:** Any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, that is initiated through an electronic terminal, telephone, computer or magnetic tape to instruct us to debit or credit an account. Electronic Fund Transfers include such electronic transactions as direct deposits or withdrawals of funds, automated teller machine transfers, transfers initiated by telephone, and Debit Card transactions.
- **Preauthorized Electronic Fund Transfer:** An Electronic Fund Transfer that you have authorized in advance to recur at substantially regular intervals; for example, direct deposits into or withdrawal of funds out of your account.

Your Liability

- **Authorized Transfers:** You are liable for all Electronic Fund Transfers that you authorize, whether directly or indirectly.
- **Unauthorized Transfers:** Tell the Program Manager at once if you believe your account or PIN is lost or stolen or has been or may be subject to unauthorized Electronic Fund Transfers. Telephone the Program Manager immediately at the number provided in Section 3 below to keep your possible losses to a minimum.
- **Additional Disclosures for Unauthorized Transfers for Consumer Accounts Only:**
 - You could lose all the money in your account(s) (plus the amount of funds available in an overdraft line of credit). If you tell the Program Manager within two (2) business days after learning of the loss or theft of your Debit Card, ATM card, or other account access device, or after learning of any other unauthorized transfers from your account involving your Debit Card, ATM card, or other account access device, you can lose no more than \$50 if Electronic Fund Transfers are made without your permission. For these transactions, if you DO NOT tell the Program Manager within two (2) business days after learning of the loss, theft or unauthorized use, and we can establish that we could have prevented the unauthorized transfer(s) if you had told the Program Manager in time, you could lose as much as \$500. If you are a California resident, you will not be liable for the \$500 amount described in the prior sentence for unauthorized Debit Card or ATM transactions; however, if you fail to report an unauthorized use that appears on a periodic statement within 60 days of our transmittal of your periodic statement, then you may be liable for the amount of each unauthorized transfer that occurs after the close of the 60 days and before you provide notice to the Program Manager, unless the delay in notifying the Program Manager was due to extenuating circumstances beyond your reasonable control.
 - Also, if your periodic account statement shows unauthorized transfers and you DO NOT tell the Program Manager within sixty (60) days after the statement was mailed or made available to you, you may not get back any money you lose after

the sixty (60) day period if we can prove that we could have prevented the unauthorized transfer(s) if you had told the Program Manager in time. If an extenuating circumstance (such as extended travel or hospitalization) prevents you from promptly notifying the Program Manager of a suspected lost or stolen card or other access device or of any other suspected unauthorized transfer(s), the time periods specified in this subpart may be extended for a reasonable period.

- Visa Debit Card Purchases: Your liability limits for Electronic Fund Transfers involving unauthorized Visa® Debit Card purchases are different from your liability limits noted here. Please refer to your agreement and disclosure statement for your Debit Card for these limits.

Telephone Number and Address to contact: If you believe your account(s) has been or will be subject to unauthorized Electronic Fund Transfers, contact the Program Manager at the telephone number and address set forth in the Account Terms & Conditions or otherwise provided to you by the Program Manager.

Bank Business Days: Monday through Friday, excluding holidays.

Account Access: The types of Electronic Fund Transfers that you may make depend upon specific account type(s) and the services which you obtain, as well as the specific types of Electronic Fund Transfers you have authorized.

Charges: Except as may be provided by a specific agreement with us, there is no additional charge for making Preauthorized Electronic Fund Transfers. However, each Preauthorized Electronic Fund Transfer will be subject to the regular account service charges, if any, in accordance with the terms of the related account(s) in effect from time to time.

Your Documentation of Transfers:

- Receipts: Each time you make a transaction at our automated teller machine, you will have the option to obtain a receipt.
- Pre-authorized Transfers: If you have arranged to have direct deposits made to your account, you may call the Program Manager to determine if the deposit has been made. If you have arranged for regular payments of varying amounts to be made from your account, the person you agree to pay should tell you ten (10) days before each payment the amount of the payment and when it will be made.
- Periodic Statements: You will receive a statement of your account each month you make an Electronic Fund Transfer. Otherwise, you will receive a statement at least quarterly. Your periodic statement will show the details of any Electronic Fund Transfer you made and the details of any Preauthorized Transfers to or from your account that you instructed us to make.

Your Right to Stop Payment: If you have authorized us to make regular Preauthorized Electronic Fund Transfer payments out of your account, you may stop any payment by calling or writing the Program Manager at the contact information provided by the Program Manager. You must notify the Program Manager in time for us to receive your request at least three (3) business days before the payment is scheduled to be made. You must provide the Program Manager with sufficient information to identify the payment, as well as other information we may request. If

you deliver your stop payment request by telephone, you must confirm your stop payment order to the Program Manager in writing within twenty-one (21) days of your oral stop payment order. An oral stop payment request will not be binding on us after twenty-one (21) days if you fail to provide the required written confirmation. We also require that you provide the Program Manager within twenty-one (21) days of the Program Manager's receipt of your oral or written stop payment order a copy of your written notice to the payee revoking the payee's authority to electronically obtain payments from your account. If we do not receive a copy of that notice from you within twenty-one (21) days of our receipt of your oral or written stop payment request, your stop payment request will no longer be binding on us. In order to fulfill your stop payment request on any Preauthorized Electronic Fund Transfer, we may, in our discretion, but are not required to, stop all payments to the particular payee, or we may, in our discretion, notify you that your stop payment request cannot be fulfilled other than by closing your account. Please see your agreement and disclosure statement for your Bank Debit Card or Bank ATM card for different requirements that may apply to stop payment of any Preauthorized Electronic Fund Transfer involving use of those cards or the account numbers on those cards.

Our Liability.

- In General (Consumer Accounts and Business Accounts): If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will reimburse you for any losses or damages that you suffer as a result of our failure to act according to our agreement with you. However, there are some exceptions where we will not be liable, such as, but not limited to, the following: if, through no fault of ours, other than exercise of our right of set off, you do not have money in your account to cover the transfer; if the transfer would exceed the available credit of any overdraft line of credit you may have; if the money in your account is being held subject to legal process or other encumbrance restricting transfers to or from your account; if we have received notice of a dispute as to the rights of parties to the accounts or their creditors or representatives and we have placed a hold on the account until resolution of the dispute; or if circumstances beyond our control prevent the transfer despite our reasonable precautions.
- Liability for Failure to Stop Payments (Consumer Accounts Only): If you properly request us to stop payment and we fail to do so, we will reimburse you for losses or damages you suffer, if any, caused by our failure to stop payment as requested.
- Limits on Our Liability (Business Accounts Only): We will respond to notices of unauthorized transfers and requests to stop payment in a commercially reasonable manner and time. You agree, however, that in no event shall we be liable in an amount exceeding the lesser of five thousand dollars and no cents (\$5,000.00) or the actual amount of your loss in the case of (i) any unauthorized transfer from your account or (ii) any failure by us to honor or cancel a stop payment request. You agree that we will not be liable for any amount of loss that you may incur (i) if your periodic statement shows electronic fund transactions that you did not make or authorize and you do not tell the Program Manager within thirty (30) days after the statement was mailed or made available to you or (ii) if you fail to timely provide the information described in Section 8 above, and otherwise requested by us, in connection with any request by you to stop payment of a Preauthorized Electronic Fund Transfer.

Disclosure of Information to Third Parties (Consumer Accounts Only): We may disclose information to third parties about your account and the transfers you make as described in our Consumer Privacy Disclosure as amended or modified from time to time.

In Case of Errors or Questions About Your Electronic Transfers (Consumer Accounts Only): Telephone or write the Program Manager, as soon as you can, at the telephone number or address provided by Program Manager if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. Your inquiry must include: Your name and account number; AND a description of the error or the transfer you are unsure about, and as clearly as you can, an explanation of why you believe there is an error or why you need more information; AND the dollar amount of the suspected error. If you tell the Program Manager orally, we may require that you send the Program Manager your inquiry in writing within ten (10) business days. We will investigate your inquiry and will correct any error promptly. We will tell you the results of our investigation within ten (10) business days [twenty (20) business days for claims on accounts open less than thirty (30) calendar days] after we hear from you; however, we may take up to forty-five (45) calendar days [ninety (90) calendar days for claims on accounts open less than thirty (30) calendar days, foreign-initiated transaction claims, and point-of sale transaction claims] to investigate your questions. If we need additional time to investigate, we will provisionally re-credit your account within ten (10) business days [twenty (20) business days for claims on accounts open less than thirty (30) calendar days] for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your inquiry in writing, and do not receive your written inquiry within ten (10) business days, we may choose not to provisionally re-credit your account. If we find that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used.

19. FUNDS AVAILABILITY DISCLOSURE

Our policy is to make funds from your deposits of cash, checks and electronic direct deposits available to you on the same business day as the day we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks you have written. Certain exceptions to our funds availability policy are described below.

Determining the Availability of a Deposit

Business Day. For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays.

Cut-Off Time. Generally, if you make a deposit on a business day we are open with one of our bankers before the close of the banking center, or at one of our ATMs before 1:00 p.m., or at one of our night depository facilities before 8:00 a.m., we will consider that day to be the day we receive the deposit (the day of deposit). Otherwise, we will consider the deposit to be made on the next business day we are open. However, some of our ATMs may offer different cut-off times. Please check for specific times that are displayed on ATM message screens.

Delayed Funds Availability for Outgoing Wire Transfers and the Purchase of Cashier's or Other Official Checks. Funds from deposited checks processed through the Federal Reserve System will be available for outgoing wire transfers and the purchase of cashier's or other official checks no later than the second business day after the day of deposit.

Longer Delays May Apply.

Case-by-Case Delays. In some cases, we will not make all of the funds that you deposit by check available to you as provided above. Depending on the type and/or dollar amount of the check that you deposit, funds may not be available until the second business day after the day of deposit. However, the first two hundred twenty-five dollars and no cents (\$225.00) of your deposits will generally be made available on the same business day as the day of deposit. If you make a deposit directly to one of our employees and we are not going to make all of the funds from your deposit available to you on the same business day as the day of deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you a notice no later than the close of the business day after the day we receive the deposit or we decide to place the hold.

Government Checks, Cashier's Checks, and Other Types of Special Checks.

Unless we notify you of a delay, our policy is to make funds from these checks available as follows. Our policy is to make funds from U.S. Treasury checks that are payable to you available on the same business day as the day of deposit. If you make a deposit in person to one of our employees into an account held by you, our policy is to make funds from the following types of deposits available on the same business day as the day of deposit:

- State and local government checks that are payable to you and are deposited in an account in the same jurisdiction that issued the check;
- Cashier's, certified, and teller's checks that are payable to you; and
- Federal Reserve Checks, Federal Home Loan Checks, and U.S. Postal Money Orders that are payable to you.

Safeguard Exceptions.

In addition, funds you deposit by check (including those mentioned above) may be delayed for a longer period of time under the following circumstances:

- We believe a check you deposited will not be paid. All funds held – we do not make the first two hundred twenty-five dollars and no cents (\$225.00) available.
- You deposit one (1) or more checks totaling more than five thousand five hundred twenty-five dollars and no cents (\$5,525.00) on any one (1) day.
- You redeposit a check that has been previously returned unpaid. All funds held – we do not make the first two hundred twenty-five dollars and no cents (\$225.00) available.

- You have overdrawn your account repeatedly in the last six (6) months. All funds held – we do not make the first two hundred twenty-five dollars and no cents (\$225.00) available.
- There is an emergency, such as a failure of communications or computer equipment. All funds held – we do not make the first two hundred twenty-five dollars and no cents (\$225.00) available.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of deposit.

Special Rules for New Accounts. If you are a new customer, the following special rules will apply during the first thirty (30) days your account is open. Funds from electronic direct deposits to your account will be available on the same business day we receive the deposit. Funds from deposits of cash, wire transfers, and the first five thousand five hundred twenty-five dollars and no cents (\$5,525.00) of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks made payable to you will be available on the same business day as the day of deposit. The excess over five thousand five hundred twenty-five dollars and no cents (\$5,525.00) will be available no later than the ninth business day after the day of deposit.

Funds from deposits of checks not listed in the previous paragraph will be available no later than the ninth business day after the day of deposit. All funds will be held – we do not make the first two hundred twenty-five dollars and no cents (\$225.00) available. If you need funds from a deposit at a specific time, you should ask us when the funds will be available.

Mobile Deposit. We may allow you to make deposits to your account from remote locations by scanning checks and transmitting the images and associated deposit information to BBVA or its designated processor through the Application ("Mobile Deposit"). The specific funds availability requirements provided above for cash, electronic payments and checks do not apply to Mobile Deposits. You agree that items transmitted using the Mobile Deposit service are subject to the following funds availability policy. In general, if an image of an item you transmit through the Mobile Deposit service is received and accepted on a business day before the cutoff time displayed in the Application for the Mobile Deposit service, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day. Funds deposited using the Mobile Deposit service will generally be made available within five (5) business days from the day of deposit. BBVA may make such funds available sooner based on such factors as the length and extent of your relationship with us, transaction and experience information, and such other factors as BBVA, in its sole discretion, deems relevant.

20. TAXPAYER IDENTIFICATION NUMBERS (Backup Withholding)

The Internal Revenue Service (IRS) is responsible for ensuring that all persons pay the correct amount of federal income tax. In order to accomplish this task, they must match the income reported by businesses for individuals (salary, interest, dividends, etc.) to the income shown on individual tax returns. Taxpayer Identification Numbers (for individuals, their Social Security

Numbers) are used as a basis for matching these records. A federal law requires all payers of interest (such as a bank) to report interest paid to individuals by Taxpayer Identification Number. Therefore, you must provide your correct Taxpayer Identification Number to us so that we may meet these reporting requirements. This law also stipulates that should a bank or other payer of interest not have your correct Taxpayer Identification Number on file, then a defined percentage of interest, dividends and other payments made to you must be withheld and forwarded to the IRS to insure that taxes on this income are paid. This advance payment is known and referred to by the IRS as “backup withholding.” Backup withholding is not an additional tax. Rather, the amount of taxes you normally would owe will be reduced by the amount of tax withheld. If an overpayment of taxes results from backup withholding, a refund may be obtained from the IRS.

Unless the IRS has instructed us to withhold from your interest and dividend payments, you can avoid the defined percentage of backup withholding by providing us with your correct Taxpayer Identification Number. Additionally, you must certify that the Taxpayer Identification Number you provide us is correct and that you have not been advised by the IRS that you are subject to backup withholding. The IRS is empowered to impose penalties on you and us if your correct Taxpayer Identification Number is not provided.

(Please see “Penalties” later in this section.)

21. HOW BACKUP WITHHOLDING WORKS

Unless you are an exempt recipient (see Exempt Recipient section) you are subject to backup withholding if: You fail to furnish us your Taxpayer Identification Number, OR the IRS notifies us that you furnished an incorrect Taxpayer Identification Number, OR the IRS notifies us that you are subject to backup withholding (under Section 3406(a)(1)(C) of the Internal Revenue Code), OR for an interest or dividend account opened after December 31, 1983, you fail to certify to us that you are NOT subject to backup withholding, or fail to certify your Taxpayer Identification Number is correct.

How to Avoid Backup Withholding: When you open an account with us, we will provide you with the necessary forms to complete in order to provide and certify your Taxpayer Identification Number. **TO AVOID BACKUP WITHHOLDING**, all you have to do is provide us with your correct Taxpayer Identification Number and sign the certification statement to certify that the number you are providing is correct and that you are not subject to backup withholding.

Taxpayer Identification Number: If you are an individual, your Taxpayer Identification Number is your Social Security Number. If you are not an individual, the number is your Employer Identification Number. In all instances, the number you give us should be the number of the owner of the account.

Guidelines for Determining the Proper Identification Number to Give to Bank: Social Security Numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer Identification Numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table on the next page will help you determine the number to give to us.

	For this type of account:	Give the social security number of:
1	An individual account	The individual
2	Two or more individuals (joint/multiple party account)	The actual owner of the account. This person's name should be listed first on the account.
3	Husband and wife (joint/multiple party account)	The first person listed on the account
4	Custodian account of a minor (Uniform Transfer to Minors Act)	The minor
5	Adult and minor (joint/multiple party account)	The adult or, if the minor is the only contributor, the minor.
6	Account in the name of guardian or committee for a designated ward, minor or incompetent person	The ward, minor or incompetent person
7a	The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee

7b	So called trust account that is not a legal or valid trust under State law	The actual owner
8	A valid trust or estate	Legal entity (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

NOTE: Section 3406(a)(1)(C) of the Internal Revenue Code basically requires backup withholding if you have underreported to the IRS interest or dividend payments you received, or if you failed to file a Tax Return which would have included reportable interest or dividend payments. The IRS will notify you before they instruct us to withhold for either of these reasons.

Obtaining a Number: If you don't have a Taxpayer Identification Number or you don't know your number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number. When you get a number, submit a new form to us.

Exempt Recipients: Payees specifically exempted from backup withholding on ALL payments include the following:

- A corporation.
- A financial institution.
- An organization exempt from tax under Section 501(a), or an individual retirement plan.
- The United States or any agency or instrumentality thereof.
- A State, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
- An international organization or any agency or instrumentality thereof.
- A dealer in securities or commodities registered in the U.S. or a possession of the U.S.
- A real estate investment trust.
- A common trust fund operated by a bank under Section 584(a).
- An exempt charitable remainder trust, or a nonexempt trust described in Section 4947(a)(1).
- An entity registered at all times under the Investment Company Act of 1940.
- A foreign central bank of issue.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under Section 1441.
- Payments to partnerships not engaged in a trade or business in the U.S. and which have at least one nonresident partner.
- Payments of patronage dividends where the amount received is not paid in money.
- Payments made by certain foreign organizations.
- Payments of interest not generally subject to backup withholding include the following:
- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is \$600 or more and is paid in the course of the payer's trade or business and you have not provided your correct Taxpayer Identification Number to the payer.
- Payments of tax-exempt interest (including exempt-interest dividends under Section 852).
- Payments described in Section 6059(b)(05) to nonresident aliens.
- Payments on tax-free covenant bonds under Section 1451.
- Payments made by certain foreign organizations.

If you are uncertain whether you qualify as an exempt recipient, call your accountant or the Internal Revenue Service.

To avoid possible withholding, exempt recipients should complete the form(s) provided by Bank and should check the box captioned Exempt Recipients. The form should also contain your Taxpayer Identification Number, and the certification statement must be signed. The form must then be returned to Bank.

PENALTIES

1. **Penalty for Failure to Furnish Taxpayer Identification Number.** If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
2. **Failure to Report Certain Dividend and Interest Payments.** If you fail to include any portion of an includible payment for interest, dividends, or patronage dividends in gross income, such failure will be treated as being due to negligence and will be subject to a penalty of 5% on any portion of an underpayment attributable to that failure unless there is clear and convincing evidence to the contrary.
3. **Civil Penalty for False Information With Respect to Withholding.** If you make a false statement with no reasonable basis that results in no imposition of backup withholding, you are subject to a penalty of \$500.
4. **Criminal Penalty for Falsifying Information.** Falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

22. IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT (Check 21) - SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, NSF fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive a refund of up to \$2,500 or the amount of the substitute check, whichever is less, (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact the Program Manager.

You must contact the Program Manager within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include –

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check and the amount of the check

PART II - SERVICE TERMS

You may have access to one or more of the Services described herein if such Service is available through the Application. Not all of the Services are available for all types of accounts. We may determine (and may change from time to time) the specific types of accounts for which any particular Service is available, as well as the terms on which each Service is made available for any specific type of account. We reserve the right, to the fullest extent permitted by law, to refuse to make any particular Service available for any of your accounts, even though the Service is available for other accounts of the same type. We also reserve the right to limit the frequency and dollar amount of transactions for any Service or account, or to refuse to process any transaction.

EVEN WHEN THE BANK MAKES A PARTICULAR SERVICE AVAILABLE, YOU MAY NOT HAVE ACCESS TO SUCH SERVICE IF THE PROGRAM MANAGER DOES NOT PROVIDE ACCESS TO THAT SERVICE THROUGH THE APPLICATION OR THE MANNER IN WHICH YOU USE THE APPLICATION. YOU SHOULD REVIEW YOUR AGREEMENT WITH THE PROGRAM MANAGER FOR MORE INFORMATION REGARDING THE PARTICULAR SERVICES THAT MAY BE ENABLED FOR YOUR ACCOUNT.

1. DEBIT CARDS

We may provide you with an ATM Card, Debit Card or other device or security code to access your account electronically or you may be required to create one or more security codes to access your account electronically. Please review the agreement that governs the use of and that comes with the card, device or the security code carefully.

You agree to use the card, device or security code only in the manner and for the purposes described in the applicable agreement. If you attempt to use the card, device or security code in any other manner or for any other purpose, we may reject the transaction, or at our discretion, we may complete it without incurring any obligation to honor the same type of transaction in the future. We may terminate a card, device or security code at any time without notice to you.

In order to prevent unauthorized access to your account, you agree to maintain the confidentiality and security of the card, device or security code. You agree to notify the Program Manager immediately if you believe your card, device or security code may have become subject to unauthorized use. We may suspend or cancel your card, device or security code even without receiving such notice from you if we suspect your card, device or security code is being used in an unauthorized or fraudulent manner. You agree that the use of the security code constitutes a commercially reasonable security procedure for you.

You understand that anyone who obtains your security codes may access your accounts and may initiate transactions on your accounts. If you permit any other person to use your card or your security code or other means to access your accounts, you are responsible for all transactions initiated by such person.

ATM Safety and Security. The following are some tips on exercising care when using an ATM:

- If there are any suspicious circumstances, do not use the ATM.
- If you notice anything suspicious while transacting business at the ATM, cancel the transaction, pocket your Card and Leave.
- Inspect the ATM before use for possible tampering or unauthorized attachments that could capture your Card or PIN information.
- Be careful when using the ATM and be aware of the surroundings, especially at night or in an isolated area.
- Park near the ATM in a well-lighted area.
- At night, have someone accompany you when possible.
- Do not approach a dark ATM.
- Do not accept assistance from anyone while using the ATM.
- Do not display your cash; pocket it and then count it later in the safety of your home or office.
- Be sure to save your transaction receipts and check them against your statements regularly.
- Make sure you safeguard your PIN. Do not write your PIN on your Card or carry your PIN in your wallet or purse.
- Always secure your Card just as you would cash, checks and credit cards.
- Do not disclose to or otherwise make your Card or PIN available to others.
- If your Card has an embedded chip, keep your Card in a safety envelope to avoid unauthorized scanning.
- When making online purchases with your Card, you should end transactions by logging out of websites instead of just closing the web browser.
- Immediately report all crimes to local law enforcement and to the ATM operator.
- If your Card or PIN is lost or stolen, notify us immediately.

2. TRANSFERS WITHIN BANK

This Service may be used to transfer funds between accounts maintained at Bank. By using this Service, you represent and warrant that you have all necessary authority for any transfers you make to or from accounts that you do not own.

Transfers are generally processed upon receipt, but you may have the option of requesting one-time or recurring transfers on future dates. Transfers to and from Bank deposit accounts will be reflected immediately in the available balance for each deposit account, but may not be reflected immediately in the posted balance for those accounts. Transfers to and from other kinds of accounts may not be reflected immediately in the available balance or posted balance for those accounts. When the Bank processes a transfer request to or from any Bank account, the transfer usually will be posted to that account no later than the next Business Day and will be effective as

of the date we process the transfer. The time at which the Bank posts a transfer in its official records for an account may differ from the time at which the transfer is reflected in the information provided to you.

A transfer request is not necessarily received by the Bank when you transmit the request. Your computer, Internet connection, or the Application may prevent or interrupt the Bank's receipt of your transfer request. You should not assume that a transfer request has been received by the Bank unless you receive an electronic confirmation from the Bank.

3. BILL PAY

This Service may be used to initiate payments to individuals or entities you identify.

Definitions

- “Payee” means the person or entity to which you wish a payment to be directed. You may make payments only to a Payees with a United States address.
- “Payment Instruction” means the information you provide through the Application regarding a payment to be made on your behalf to a Payee.
- “Scheduled Payment” means a payment that has been scheduled through this Service.
- “Scheduled Payment Date” means the date the Payee is scheduled to receive your payment based on our standard processing times. You may be given the opportunity to select a different payment date, in which case the date you select will be the Scheduled Payment Date.
- “Transaction Account” means your Account from which a bill payment will be debited.

You may use this Service to make one-time or (if enabled) recurring payments from any of your accounts at Bank, subject to the following restrictions and conditions:

Payment Methods. The Bank reserves the right to select the method by which Scheduled Payments will be made on your behalf to Payees. These payment methods may include: (a) transferring funds electronically to the Payee; (b) preparing a check or a laser draft that is payable to the Payee, then sending the check or draft to the Payee; or (c) any other means chosen by the Bank in its sole discretion.

Prohibited Payments. You agree not to use this Service to make (i) any payment on behalf of a third party, (ii) any payment to a Payee located outside the United States, or (iii) any payment using funds that were sent to you from outside the United States if the funds were accompanied by instructions specifying one or more payments to be made with those funds. In no event shall the Bank be liable for any claims or damages resulting from your scheduling any of these types of payments. The Bank has no obligation to research or resolve any claim relating to or resulting from the misapplication, misposting, or misdirection of these types of payments, and you accept full responsibility for the resolution of all such claims.

Bank's Right to Refuse Certain Payment Requests. The Bank may refuse to honor any payment requests that reasonably appear to the Bank to be fraudulent, unauthorized, erroneous, illegal or prohibited under this Agreement, or as otherwise permitted by law, and the Bank shall have no liability for its refusal to honor these payment requests.

Payment Scheduling. We will attempt to process each Payment Instruction the same day we receive and approve it, although processing may occur the following Business Day if we receive your Payment Instruction after the applicable processing deadline. We will automatically designate the earliest possible Scheduled Payment Date for the Payee unless you have selected a later payment date. You are responsible for any late charge, finance charge, penalty or default or other consequence that may result from your failure to schedule a payment in sufficient time for the Payee to receive such payment by the due date.

Your Authorization. By submitting a Payment Instruction to us, you authorize us to contact the Payee about your payments made or to be made through this Service. You agree that, in order to process payments more efficiently, we may edit or alter payment data or data formats according to the Payee's directives. By submitting Payment Instructions to us, you authorize us to debit your Transaction Account and remit funds on your behalf so that the funds arrive as closely as reasonably possible to the Scheduled Payment Date.

Changes to Transaction Account or Payee Information. Any change in the selection of your Transaction Account or Payee information may become effective immediately for scheduled and future payments, but will not apply to any payment that has begun processing at the time of your change. The Bank shall have no liability for any payment processing errors or any fees you may incur if you do not provide accurate Transaction Account or Payee information.

Insufficient Funds in a Transaction Account. You agree to submit Payment Instructions for a payment only when there are sufficient funds in the Transaction Account to cover both that payment and any other items or charges to be paid from the Transaction Account. If there are insufficient funds in the Transaction Account to cover any Scheduled Payment, we will decline to make the Scheduled Payment, and we have no obligation to notify you or attempt to reprocess the transaction. In the event we process a Scheduled Payment despite insufficient funds in the Transaction Account, you are responsible for the funds shortfall in addition to any non-sufficient funds or overdraft charges.

Returned Payments/Credits to Your Transaction Account. You understand that payments made through this Service may be returned for a variety of reasons, including, but not limited to, the following: changes to a Payee's address; changes to an account number; the Service having been provided with incorrect information about a Payee or your account with a Payee; or a Payee's inability to identify your account or any outstanding balance owed on your account. We may try, but have no obligation, to correct any obvious errors that may have caused the payment to be returned and then to resend the corrected payment, but the Bank shall have no liability for returned payments that were sent according to your Payment Instructions. You authorize us to credit your Transaction Account for any returned Scheduled Payments and for any payments sent to you through the Service.

Canceling a Scheduled Payment. You may cancel a Scheduled Payment while the transaction is pending. Once a Scheduled Payment has been processed, you will no longer be able to cancel it but you may submit a stop payment request.

Stop Payment Requests on Scheduled Payments. If you wish to stop a Scheduled Payment, you should contact the Program Manager as soon as possible. We may require you to make or confirm your stop payment request in writing. Some payments cannot be stopped. For payments that can be stopped, our ability to stop the payment will depend on you contacting us in sufficient time to void the payment or take other appropriate action. If we are unable to stop your Scheduled Payment, it will be processed according to your original Payment Instructions, and the Bank will have no liability for failing to stop the Scheduled Payment. The charge for each stop payment request will be the current charge provided in this Agreement.

4. PUSH TO CARD SERVICE

You may use this Service to send funds to a Card account. In the event of conflict between other provisions of the Agreement and this Push to Card Service section, this Push to Card Service section shall control, but only to the extent of such conflict.

1. Definitions. Unless otherwise defined herein, capitalized terms shall have the meaning provided in the Agreement.

(a) “Card” means a Visa-branded or MasterCard-branded debit or prepaid card issued to a Recipient.

(b) “MasterCard” means MasterCard, Inc.

(c) “Card Networks” shall mean the Visa and MasterCard payment networks.

(d) “Card Network Rules” means, with respect to Visa, the Visa Core Rules and Visa Product and Service Rules, and the Visa Direct Original Credit Transactions (OCT) Global Implementation Guide, as they may be amended or modified from time to time; and, with respect to MasterCard, the Mastercard Rules, Mastercard Transaction Processing Rules, and Mastercard MoneySend Program Guide, as they may be amended from time to time.

(e) “Push to Card” means the Card Network-based services offered by Bank pursuant to network agreements that enable funds transfers to be initiated through the Application on your behalf from your Account to Recipients’ Card accounts.

(f) “Recipient” means the holder of the Card account to which a Transaction is directed (i.e., the intended recipient of a Transaction).

(g) “Transaction” means a Push to Card transaction initiated through the Application on your behalf to initiate a credit to a Card account.

(h) “Transaction Account” means your Account from which funds will be debited to fund Transactions.

(i) “Transaction Limit” means the maximum permissible dollar amount for a single Transaction.

(j) “Velocity Limit” means the aggregate number of Transactions and/or maximum aggregate permissible dollar amount for all Transactions initiated through the Application on your behalf within a set period of time.

(k) “Visa” means Visa U.S.A., Inc.

2. Description of the Service.

General. Push to Card Transactions are financial transactions that allow the delivery of funds directly to a Card account. You may not use Transactions for the purchase of goods or services. Bank is a participant in the Card Network’s Push to Card programs and provides the program services on your and Program Manager’s behalf.

Program Manager. Bank agrees to sponsor Transactions from a Transaction Account to eligible Recipients’ Card accounts on the Card Networks. Program Manager shall originate Transactions by sending Transaction instructions to Bank on your behalf for any eligible Recipient. A Recipient’s Card issuer must have agreed to participate in the Card Networks’ Push to Card programs in order for the Recipient to be eligible to receive Transactions.

Registration. Provision of the Push to Card Services may be contingent upon your registration with a Card Network. To the extent such registration is necessary, provision of the Push to Card Services by BBVA is subject to any necessary approval by a Card Network of your registration. You shall provide any and all information needed to complete any forms required by Visa for your use of the Push to Card Services.

3. Your Obligations and Responsibilities with respect to the Push to Card Service.

(a) You may be subject to certain Transaction Limits and Velocity Limits as determined by us.

(b) You agree that you, and your use of the Push to Card service, shall at all times comply with applicable law and the Card Network Rules. Certain industries in the U.S. are highly regulated by federal, state, and local laws (e.g., healthcare, insurance, payroll, etc.), and you may not send Transactions that violate applicable law and regulations. Transactions may not be used as a replacement for purchase transactions.

(c) You represent to Bank that all Transactions have been properly authorized and are in compliance with the Agreement. You agree that you will not use Transactions to send funds for illegal, unlawful, or fraudulent activity. You agree that you are liable for, and shall immediately reimburse Bank for, any unauthorized, illegal, fraudulent, or incorrect Transaction and any Transaction not made in compliance with this Agreement.

(d) You represent that you are aware of all fees related to your use of the Push to Card service. A clear itemized description of any and all fees applicable to the Push to Card service, including currency conversion or foreign exchange fees, if applicable, has been provided to you by us. You further represent that you are aware that the Recipient's issuer may charge fees to the Recipient of any Transaction you submit.

(e) You represent that all instructions with respect to Transactions initiated through the Application on your behalf are complete and accurate. You understand that you are wholly responsible for providing the correct Card information of Recipient as well as the correct money transfer amount. You agree Bank is entitled to rely completely upon Transaction instructions provided through the Application.

(f) You shall direct all complaints regarding the Push to Card service and any Transaction provided on your behalf to Program Manager. You agree you will contact Program Manager, and not Bank, in the event your Transaction instructions contain an error, or in the event receipt of funds by the Recipient is delayed by more than five (5) business days.

(g) You represent that, for each Transaction submitted through the Application on your behalf, you have good and immediately available funds in the Transaction Account in an amount equal to or greater than the Transaction amount.

(h) You agree that we may restrict the use of Push to Card services to certain geographic locations. Absent written statement to you from us to the contrary, only U.S. domestic Transactions are permitted.

4. Rejected Transactions.

Bank may reject any Transaction (each, a "Rejected Transaction") at any time, either with or without cause, including, but not limited to, if a proposed Transaction would violate applicable law or Card Network Rules. Bank shall notify Program Manager of a Rejected Transaction, and Program Manager shall provide you with such notice.

5. PULL FROM CARD SERVICE

You may use this service to pull funds from a Card account. In the event of conflict between other provisions of the Agreement and this Pull from Card Service Section, this Pull from Card Service Section shall control, but only to the extent of such conflict.

1. Definitions. Unless otherwise defined herein, capitalized terms shall have the meaning provided in the Agreement.

(a) "BBVA Account" means a Customer Account at Bank into which funds will be credited from Transactions.

(b) "Card" means a Visa-branded debit, credit or prepaid card, or a MasterCard-branded debit or prepaid card, issued to Sender.

(c) “Card Networks” shall mean the Visa and MasterCard payment networks.

(d) “Card Network Rules” means, with respect to Visa, the Visa Core Rules, the Visa Product and Service Rules, and the Account Funding Transaction (AFT) Processing Guide, as each may be amended or modified from time to time; and, with respect to MasterCard, the MasterCard Rules, MasterCard Transaction Processing Rules, and MasterCard MoneySend Program Guide, as each may be amended from time to time.

(e) “MasterCard” means MasterCard, Inc.

(f) “Program Manager” refers to the company through which you have been offered an account with Bank and access to Bank’s services, including the Pull from Card service.

(g) “Pull from Card” means the Card Network-based services offered by Bank pursuant to network agreements that enable Program Manager to initiate funds transfers on your behalf from a Sender’s Card to a BBVA Account.

(h) “Records” has the meaning set forth in subpart 3(f) of this Section.

(i) “Sender” means the holder of the eligible Card account from which a Transaction is originated.

(j) “Transaction” means a Pull from Card transaction initiated by Program Manager on your behalf to initiate a debit from a Card.

(k) “Transaction Limit” means the maximum permissible dollar amount for a single Transaction.

(l) “Velocity Limit” means the maximum aggregate number of Transactions and/or maximum aggregate permissible dollar amount for all Transactions initiated by Program Manager on your behalf within a set period of time.

(m) “Visa” means Visa U.S.A., Inc.

2. Description of the Service.

(a) Generally; Sponsorship. Pull from Card Transactions are financial transactions that allow funds to be pulled directly from a Card account and credited to a BBVA Account. You may not use Transactions to transfer funds to a merchant account or for the purchase of goods or services.

(b) Program Manager. Bank agrees to sponsor Transactions from eligible Cards to your BBVA Account. Program Manager shall originate Transactions by sending Transaction instructions through a service provider to Bank on your behalf. Provision of the Pull from Card Services may be contingent upon your registration with the applicable Card Networks. To the extent such registration is necessary, provision of the Pull from Card Services by BBVA is subject to any necessary approval by a Card

Network of your registration. You shall provide any and all information needed to complete such registration.

3. Your Obligations and Responsibilities with respect to the Pull from Card Service.

(a) You may be subject to certain Transaction Limits and Velocity Limits as determined by Program Manager or Bank. Program Manager will notify you of any such limits, which may change at any time.

(b) You, and your use of the Pull from Card services, shall at all times comply with Applicable Law and the Card Network Rules. Certain industries in the U.S. are highly regulated by federal, state, and local laws (e.g., healthcare, insurance, payroll, etc.), and you shall ensure that Transactions the Program Manager submits on your behalf through Bank comply with Applicable Law. You agree that you will not use Transactions to send funds for illegal, unlawful, or fraudulent activity.

(c) You represent to Bank that all Transactions have been properly authorized by the Sender, are correct, and are in compliance with the Agreement. You agree that you are liable for, and shall immediately reimburse Bank for, any unauthorized, illegal, fraudulent, or incorrect Transaction, for any Transaction not made in compliance with this Agreement, and for any chargebacks related to a Transaction.

(d) You represent that you are aware of all fees related to your use of the Pull from Card service. You represent that a clear itemized description of any and all fees applicable to the Pull from Card service, including currency conversion or foreign exchange fees, if applicable, associated with each Transaction has been provided to you by Program Manager.

(e) You represent that all instructions with respect to Transactions initiated on your behalf by Program Manager are complete and accurate. You understand that you are wholly responsible for providing the correct information (e.g., name, Card number, CVV2, and/or address) of the Sender, as well as the correct Transaction amount. You agree that Bank is entitled to rely completely upon Transaction instructions provided by Program Manager.

(f) You shall retain any records, documents or data regarding records of authorization of Transactions, copies of items, and copies of any eligible source documents ("Records") and shall make such Records available to Bank upon request. You acknowledge and agree that Bank shall not be responsible for any liability that results from its performance of the Pull from Card services based on any information disclosed to it by you. Without limiting the generality of the foregoing, you shall be bound by and comply with all applicable provisions of Applicable Laws and the Card Network Rules, including (without limitation) Applicable Laws and Card Network Rules regarding the retention of any document or any record, including, without limitation, all times, source documents and records of authorizations.

(g) You agree that although Bank provides the Pull from Card services, you shall direct all complaints regarding the Pull from Card service and any Transaction

provided on your behalf to Program Manager as the Bank's service provider. You agree you will contact Program Manager, and not Bank, in the event your Transaction instructions contain an error.

(h) You agree that Bank and/or Program Manager may restrict the use of the Pull from Card services to certain geographic locations. Absent written statement to you from Program Manager to the contrary, only U.S. domestic Transactions are permitted.

4. Rejected Transactions. Bank may reject any Transaction (each, a "Rejected Transaction") at any time, either with or without cause, including, but not limited to, if a proposed Transaction would violate Applicable Law or Card Network Rules; however, Bank shall not be responsible for any failure to block a transaction that violates Applicable Law or Card Network Rules. Bank shall notify Program Manager of a Rejected Transaction, and Program Manager shall provide you with such notice.

6. ADDITIONAL SERVICES AND TERMS FOR CONSUMER ACCOUNTS

A. Consumer ACH Service

You may use this Consumer ACH Service, which may also be referred to as the Transfer to or from External Account Service, to transfer funds via the Automated Clearing House network ("ACH") to a deposit account that is held at the Bank or at a financial institution other than Bank. You may request the Consumer ACH Service and designate certain types of consumer Bank Accounts from which these payments will be made (the "ACH Account"). You must own, hold, and have authority to make transfers from the ACH Account you designate. Account ownership is subject to verification. By using the Consumer ACH Service or permitting anyone to initiate a payment via ACH from the ACH Account, you agree to the terms and conditions of this Section.

You represent and warrant that you are a named owner for each ACH Account you designate, and that you have all necessary legal right, power, and authority, to transfer funds from each ACH Account, and each ACH Account is located in the United States.

This Section incorporates: (a) the designations and other information you provide in each ACH Request Form you may complete and submit; (b) any instructions or additional information that may be provided to you regarding the Consumer ACH Payment Service by us or through the Application; and (c) any Entry Limits that we may separately communicate to you. Unless otherwise defined in this Agreement, all capitalized terms shall have the meaning given to them in the NACHA Operating Rules and Guidelines.

Definitions

- "ACH Software" means the software that we use to provide the Consumer ACH Service.
- "Available Balance" is defined as above in the Account section.
- "Entry" means an ACH credit entry which is submitted to us for processing by you or on your behalf.

- "In-Process Entry" means an Entry initiated by you or on your behalf and in process on any date for which settlement has not occurred.
- "NACHA" means the National Automated Clearing House Association.
- "Participating Depository Financial Institutions" means, collectively, Bank and all other financial institutions holding accounts held by you and Recipients which are accessible through an applicable regional clearing house association.
- "Recipient" means the person, entity or other organization holding the account to be credited at a Participating Depository Institution pursuant to an Entry.
- "Requested Settlement Date" means the date you initially request as the date for an Entry to settle with its Recipient.
- "Rules" mean the operating rules and operating guidelines of the applicable regional clearing house association and NACHA.
- "Settlement Date" means, with respect to any Entry, the date on which such Entry is reported to the account of Bank by the applicable Federal Reserve Bank in accordance with the Rules.

You may transfer funds via ACH through the Application, subject to the following restrictions and conditions:

Authorization for Consumer ACH Service. You authorize us to process each Entry submitted through the Consumer ACH Service.

Prepayment for Entries. You authorize us to automatically debit the ACH Account for any Entry you submit, even if the Entry subsequently is suspended or fails. Whenever you submit an Entry or Entries to us for processing and transmission, you must have Available Funds in the ACH Account in an amount equal to or greater than the Entry or Entries. We may debit the ACH Account either by actually deducting funds from the ACH Account or by placing a hold on funds in the ACH Account. In either case, once we have debited the ACH Account for the funds required by the Entry, those funds will not be available to you for any other purpose, including the payment or settlement of other items from that ACH Account.

Prohibited Payments. You agree not to use the Consumer ACH Service to make international transfers, including, but not limited to, using funds that were sent to you from outside the United States if the funds were accompanied by instructions specifying one or more payments to be made with those funds or to make a payment outside the United States. You may not use the Consumer ACH Service to make any payments that violate applicable law or any other agreements with Bank.

Insufficient Available Funds. If you do not have sufficient Available Funds in the ACH Account for any Entry, we have no obligation to process that Entry, and may suspend processing of that Entry. If you have submitted more than one Entry, we may process and transmit only those Entries for which you have Available Funds. If we receive an Entry for which there are insufficient Available Funds in the ACH Account, we may attempt to notify you, but you agree that we shall have no liability to you for failure to notify you regarding the insufficiency of Available Funds. In our sole discretion, we may attempt to process the Entry up until the Requested Settlement Date, but we have no obligation to do so.

You acknowledge and agree that, if you submit an Entry for which there are insufficient Available Funds in the ACH Account at the time of submission, then

- The Entry may be deleted from our ACH system and never settle with its intended Recipient, or
- Even if Available Funds should become available in the ACH Account at a later time, the Entry may not settle with its intended Recipient until a date after the Requested Settlement Date.

Overlimit Entries. There are daily, monthly, and transactional limits on the amount you are permitted to transfer. We have no obligation to process or to transmit an Entry that exceeds those limits (“Overlimit Entry”). You acknowledge and agree that, because of the automated systems used to provide ACH services, if you submit any Overlimit Entry, then:

- The Overlimit Entry and any related In-Process Entry may be suspended and we will determine whether to approve the processing of all of those Entries; and
- Even if we determine to approve the processing of Entries in excess of your limits, the Overlimit Entry and related In-Process Entries may not settle on the Requested Settlement Date.

Reversing Erroneous Entries and NOCs. If you send an Incorrect Entry, batch or item, you must contact the Program Manager to request us to initiate a reversal of that Entry. You agree and acknowledge that if we receive a Notice of Correction (“NOC”) file from another financial institution that results from an Entry you submit, the Entry that caused the NOC may be modified to reflect the corrected information received in the NOC and retransmitted. If the Entry that caused the NOC is a recurring Entry, all subsequent transmissions may be modified to reflect the corrected information received in the NOC.

Multiple Entries. If you submit multiple Entries during a single Business Day, we may process those Entries in any order as determined by us in our sole discretion. If there are insufficient Available Funds in the ACH Account to pay any Entry, we may suspend that Entry and process any remaining Entries. If you submit one or more additional Entries while a previous Entry remains suspended, we may process the additional Entries, and then re-process each suspended Entry to determine whether there are sufficient Available Funds in the ACH Account for that Entry.

Your Additional Obligations.

- Delivery. You must submit all Entries in the manner we specify. Upon our request, you must deliver to us any other data, information, instruments, and documents relating to each Entry submitted through the Consumer ACH Service. We may reject any Entry determined by us, in our sole discretion, to have been submitted after or before the time required by any applicable schedule or deadline.
- Stop Payment Requests. If you desire to stop any Entry that has begun processing or already has been processed, you should contact the Program Manager as soon as possible. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in

writing within fourteen (14) days. The charge for each stop payment request will be the current charge provided in this Agreement. You may be able to stop or edit a scheduled payment before it begins processing by following the directions provided by the Application.

- Reporting Unauthorized Transfers. You must notify the Program Manager immediately, without delay, if you believe any Account has been accessed or any transfer from an ACH Account has been made through this Service without your authorization.
- Reporting of Errors. In case of any errors or questions about transfers shown in the transaction history for your Account used with this Service, please contact the Program Manager immediately.
- Taxes. It is your responsibility to determine what, if any, taxes apply to transfers you make or receive through this Service, 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 transfers, or for collecting, reporting or remitting any taxes arising from any transfer.

Scope of the Consumer ACH Service. We will process and transmit the Entries submitted through the Consumer ACH Service to the Participating Financial Depository Institutions, subject to the Rules and this Agreement. We have no obligation to act on, correct, reverse, adjust, or stop payment or posting of Entries or Entry data that does not comply with the requirements or deadlines of Bank or the Rules. We have no obligation to detect errors with respect to any Entry. However, if we detect an error with respect to an Entry, we will attempt to give you notice of the error, and you agree to furnish to us corrections promptly via the systems that provide the Consumer ACH Service or as we shall direct. If you discover that any Entry is in error, you immediately shall notify the Program Manager by telephone and confirm your notice in writing upon request. You have no right to reverse, adjust or stop payment or posting of any Entry after the Entry has been transmitted by us or subsequent to any earlier time as the Rules or we may prescribe from time to time, except in accordance with procedures contained in the Rules, or any other applicable agreement. We reserve the right to limit the nature and amount of the Entries processed under this Agreement and to refuse to process any Entry if, in our sole judgment (a) there is reasonable cause to believe that any Entry will be returned or will not settle in the ordinary course of the transaction for any reason, (b) to do otherwise would violate any limit set by the applicable clearing house association or any governmental authority or agency to control payment system risk, or (c) an Entry would create an overdraft of an ACH Account. If any of the foregoing actions are taken by us with respect to a particular Entry, we will notify you as promptly as practicable, but in no event later than two (2) business days after our decision. We have no obligation at any time to process any Entry that exceeds the Available Funds in the ACH Account at the time that you initiate the Entry. We have the right, but not the obligation, to refuse to process any Entry for the purpose of determining whether you authorized the Entry, and shall incur no liability for any delay caused by exercising this right. We have no obligation whatsoever at any time to verify any Entry or to confirm that the Entry is initiated to make employee, tax or vendor payments, and we will have no liability for failing to verify any Entry or confirm the purpose of any Entry.

Effect of Rules. You agree to comply with and be bound by the NACHA Rules, as they may be amended from time to time, including all limitations and requirements imposed upon you as an "Originator" of ACH Entries under the Rules. You agree that no Rule shall be deemed to

diminish our rights under this Agreement, except in the case of direct conflict, in which event the Rules shall control. Without limiting the foregoing, we may update our procedures for the Consumer ACH Service. You agree that you will access and utilize the Consumer ACH Service in accordance with our instructions.

Fees. You agree to pay the fees for the Consumer ACH Service as displayed in the Application and/or in an applicable fee schedule. Applicable fees for this Service will apply, regardless of whether the transfer is completed. You agree to pay any and all applicable fees, and you authorize us to deduct the amount of each fee from the applicable ACH Account. You also agree to pay and reimburse us for all governmental and third party fees or taxes arising out of or related to our providing the Consumer ACH Service to you.

Reliance on Your Instructions. You understand and agree that, unless we, in our sole discretion, elect to do so (and even then we will be acting in our own interest and not on your behalf), we will not verify the terms of any Entry submitted through the Consumer ACH Service. You are solely responsible for the accuracy and completeness of all data, instructions or other information regarding any Entry that is provided to us. You authorize us to process each Entry submitted through the Consumer ACH Service in accordance with the information that we receive from you. We shall have no responsibility for any erroneous information you provide, and no liability for any losses you may suffer that arise from or relate to any erroneous information you provide for any Entry submitted through the Consumer ACH Service.

Limitation of Liability. Except as otherwise required by applicable law, neither we nor our affiliates, third party service providers or their affiliates shall be liable, and you release and waive any and all claims against us, our affiliates, third party service providers or their affiliates for any and all losses, damages, claims, judgments, costs and expenses incurred by you or by any other person or entity, whether or not acting as your agent or employee, that arise from or relate to your use of the Consumer ACH Service. The limitations on the liability of Bank, our affiliates, third party service providers or their affiliates provided in this Section are in addition to, and shall not diminish, any limitations on this liability contained any applicable Account Agreement or any other agreement between you and us.

Indemnity.

You agree to indemnify, protect and hold harmless the Bank, our service providers and affiliates (including their respective officers, employees and agents) from and against any and all losses, damages, claims, judgments, costs and expenses (including reasonable attorneys' fees) arising from or relating to: (i) your use of the Consumer ACH Service; (ii) any errors, negligence, action, inaction, or involvement by you, Bank, our service providers and affiliates, or their actual or apparent officers, employees, and agents in connection with the Consumer ACH Service, or otherwise; (iii) submission of: (A) any Entry for which there are insufficient Available Funds at the time of submission; (B) any Incorrect Entry; or (C) any Entry that later is delayed or suspended for any other reason.

Actual receipt by us of proper notice or delivery of any information (e.g., stop payment, return, processing, dishonor and similar notices required by law or under this Section, this Agreement, the Rules, or any other applicable agreement) from you before the deadline required by us in our

sole discretion is an express and non-waivable condition precedent to our related obligation to perform any service or to meet any deadline imposed by law, any agreement or any person. You bear the burden of proof of the time and manner of our actual receipt of any notice or transmittal of information.

Termination. We may terminate the Consumer ACH Service at any time. Further, we may, in our sole discretion, suspend or terminate your access to the Consumer ACH Service if we believe that such access poses an unacceptable risk to you or to us. We shall use reasonable efforts to communicate notice of the termination to you promptly, and will provide written confirmation of the termination if the initial notice of termination was not communicated in writing.

Representations and Warranties. You represent and warrant that each electronic communication submitted through the Consumer ACH Service, including without limitation each Entry, shall comply with this Agreement, the NACHA Rules and all applicable law. We may reject any Entry which we determine in our sole discretion not to be in compliance with our then applicable format requirements, the Rules, any federal or state laws or regulations, or the terms and conditions of this Agreement. You agree that we have no responsibility to determine whether you have complied with any federal or state law or regulation. You agree to provide any additional information and to execute any additional documents or agreements that we may request in connection with your use of the Consumer ACH Service.

EXCEPT AS REQUIRED BY LAW, BANK MAKES NO REPRESENTATIONS, WARRANTIES, AGREEMENTS, OR GUARANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (I) ANY REPRESENTATIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE CONSUMER ACH SERVICE PROVIDED BY BANK TO YOU; (II) ANY WARRANTIES ARISING UNDER THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE IN WHICH BANK MAINTAINS YOUR ACCOUNTS; (III) ANY WARRANTIES WITH RESPECT TO COMPLIANCE WITH THE ELECTRONIC FUNDS TRANSFER ACT OR REGULATION E OF THE FEDERAL RESERVE BOARD; (IV) ANY RULE OR REGULATION OF ANY AUTOMATED CLEARING SYSTEM; OR (V) ANY STATE ELECTRONIC FUND TRANSFER STATUTE OR REGULATIONS.

B. Your Liability for Consumer Accounts

You are responsible for all transfers and payments you initiate or authorize through the Application, including any transactions by Program Manager. It is your responsibility to safeguard your access credentials and other security features related to the Application (collectively, "Security Codes"). If you disclose your Security Codes to any person, allow any person to obtain your Security Codes, or permit any person to use the Application, you will have authorized that person to access your Accounts and you are responsible for any transactions that person initiates or authorizes from your Accounts and any agreements or disclosures that person accepts or acknowledges electronically through the Application.

Notify Program Manager at once if you believe any of your Accounts have been accessed or any of your Security Codes have been used without your authorization. Contacting Program Manager

immediately by telephone is the best way of keeping your possible losses down. For any Account that is a consumer account, you could lose all the money that is in your account, plus any amount available under an overdraft line of credit. You can lose no more than \$50 if you notify Program Manager within two (2) Business Days of discovering any unauthorized use of the Application or any loss, theft or unauthorized access to your Security Codes. However, you can lose as much as \$500 from any such consumer account if you do not notify Program Manager within two (2) Business Days after discovering the unauthorized use or access and we can prove that we could have prevented the unauthorized use had Program Manager been notified. Also, notify Program Manager immediately if any periodic statement shows a transaction on an Account that you did not make. For any Account that is a consumer account, if you do not notify Program Manager within sixty (60) days after the statement was sent or otherwise made available to you, you may not receive back any money you lost after the sixty (60) day period if we can prove that we could have prevented the unauthorized use had Program Manager been notified. You could lose all the money in your consumer accounts if we can establish that we could have prevented those losses if you had given notice to Program Manager in time. If a good reason, such as extended travel or hospitalization, prevents you from promptly notifying Program Manager of unauthorized use of consumer accounts, the time periods specified in this Section may be extended to reasonable periods.

C. Bank's Liability for Consumer Accounts

The Bank is responsible for damages you incur in connection with any of your Accounts that is a consumer account if the damages were directly caused by the Bank's failure to complete any transfer or bill payment you have properly requested, and the Bank has received, through the Application in accordance with this Agreement and applicable law. However, the Bank will not be liable under certain circumstances, including:

- if, through no fault of the Bank, you do not have enough money in the Account to complete a transaction from that account;
- if you have not properly followed instructions provided in connection with, or you are otherwise unable to use, the Application or any device or means to connect to the Application, or if your device or Internet connection fails or malfunctions;
- if you have not complied with the Bank's instructions in this Agreement on how to make the transfer or bill payment;
- if the Bank has not received complete, correct, and current instructions so that the Bank can make the requested transfer or bill payment;
- if you do not authorize a transfer or bill payment soon enough for your payment to be received by the payee by the time it is due or you schedule a payment to be made after its due date;
- if withdrawals from the applicable Account have been prohibited by a court order such as a garnishment or other legal process;
- if your Account is frozen because of dispute about ownership;

- if your Internet connection, device, or the Application was not working properly and you knew about this problem when you attempted to authorize a transfer or bill payment;
- if circumstances beyond the Bank's control prevent making a transfer or bill payment, despite reasonable precautions that the Bank has taken. Such circumstances include, without limitation, conflicts with federal or state law or regulation, acts of civil or military authority, national emergencies, insurrection, war, riots, labor difficulties, natural disasters, acts of God, weather conditions, flaws in your software or the Application, equipment failure or malfunction, material shortage, or failure or malfunction of power, communication or transportation;
- if the Bank stops the transfer or bill payment because it has reason to believe that a transaction has not been properly authenticated or is fraudulent;
- if the Bank's failure was not intentional and resulted from a bona fide error, notwithstanding its procedures to avoid such error, except for actual damages, which, to the extent permitted by applicable law, do not include indirect, incidental, consequential, special, exemplary or punitive damages, including attorneys' fees and lost profits, even if advised of the possibility of such damages.

There may be other exceptions to the Bank's liability as stated in this Agreement and your Account Agreements and as provided by applicable law. Except as otherwise provided by applicable law, neither the Bank, its service providers, nor their respective affiliates shall be liable to you or any other person under any circumstances for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages, including attorneys' fees and lost profits (even if advised of the possibility of such damages) that arise in any way out of your use of the Services or the installation, use, or maintenance of your device, software, or Application.

D. Error Resolution for Consumer Accounts

In case of errors or questions about transfers or bill payments initiated through the Application to or from any consumer Account, contact the Program Manager immediately at the telephone number or address set forth in the Account Terms & Conditions or otherwise provided to you by Program Manager.

If you think your statement is wrong or if you need more information about a transaction listed on the statement, the Program Manager must hear from you no later than sixty (60) days after we sent or otherwise made available to you the FIRST statement on which the problem or error appeared. If you only request more information about a transfer, you must contact the Program Manager about any suspected error related to that transfer within sixty (60) days after we send or deliver the requested information to you.

You should give the Program Manager the following information:

- Tell the Program Manager your name and account number(s).

- Describe the suspected error or the transfers or bill payments you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell the Program Manager the dollar amount of the suspected error.

If you tell the Program Manager orally, we may require that you send us your inquiry or question in writing within ten (10) Business Days. We will tell you the results of our investigation within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, it may take up to forty-five (45) days to investigate your complaint or questions. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete its investigation. If we ask you to put your complaint or question in writing and do not receive it within ten (10) Business Days, we may not credit your account.

For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we also may take up to twenty (20) Business Days to credit your account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing its 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.

7. **ADDITIONAL SERVICES AND TERMS FOR BUSINESS ACCOUNTS**

A. **Business ACH Service**

Through this Business ACH Service, we offer you the option to initiate credit or debit Entries via the Automated Clearing House network (“ACH”) to or from deposit accounts held at the Bank or at financial institutions other than Bank. By using the Business ACH Service or permitting anyone to initiate an Entry via ACH from your Account, you agree to the terms and conditions of this Section.

This Section incorporates: (a) the designations and other information you provide in each ACH Request Form you may complete and submit; (b) any instructions or additional information that may be provided to you regarding the Business ACH Service by us or through the Application; and (c) any Entry Limits that we may separately communicate to you. Unless otherwise defined in this Agreement, all capitalized terms shall have the meaning given to them in the NACHA Operating Rules and Guidelines.

1. **Definitions.** In addition to the capitalized terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

- (a) “Account-to-Account Transaction” means an Entry that is intended to transfer funds between your Account at the Bank and an account you own at another financial institution.
- (b) “ACH Account” means your business account to which Entries will be credited or debited.
- (c) “ACH Software” means the software that we use to provide this Service.
- (d) “Credit Hold Period” means, with respect to a debit Entry, the time between the Settlement Date and the date on which the funds become available in your ACH Account. This is generally two (2) days, but the Bank may increase or decrease the Credit Hold Period at its discretion.
- (e) “Designated Persons” means the individuals that you or your Authorized Agent designate to initiate Entries to or from a Business Account (or by a systems manager designated by you or an Authorized Agent).
- (f) “Entry” or “Entries” mean an electronic transfer of Funds to your accounts from third party accounts or from your accounts to third party accounts and for automatic deposit programs.
- (g) “Entry Settlement Limit” means the maximum aggregate amount of In-Process Entries permitted to be outstanding at any time, which amount shall be separately communicated to you by us in writing from time to time.
- (h) “Entry Window” means those specific times in each Business Day during which we may collect and process Entries via our ACH systems.
- (i) “Fed” means the Federal Reserve Bank, to which all Entries that settle with other financial institutions must be sent.
- (j) “Funds” means your funds held at Bank or another financial institution which are available for transfer under this Agreement, whether held in the form of investments, instruments, or balances.
- (k) “In-Process Entries” means the aggregate dollar amount of all credit or debit Entries initiated by you and in process on any date for which settlement has not occurred with respect to credit Entries, or the applicable period for the return of items has not expired with respect to debit Entries.
- (l) “Intended Transmission Date” means the last date on which we may transmit an Entry to the Fed in order for the Entry to settle with the Receiver on the Requested Settlement Date.
- (m) “Last Fed Entry Window” means the last Entry Window during which we may transmit Entries to the Fed.
- (n) “NACHA” means the National Automated Clearing House Association.

(o) "Overlimit Entry" means an Entry the amount of which would cause the aggregate amount of In-Process Entries to exceed the Entry Settlement Limit.

(p) "Participating Depository Financial Institutions" means, collectively, Bank and all other financial institutions holding accounts to which an Entry relates, which are accessible through an applicable regional clearing house association.

(q) "Receiver" means a person or entity that has authorized you to initiate a credit Entry, debit Entry, or Non-Monetary Entry to that person or entity's account at a Participating Depository Financial Institution. With respect to debit Entries, the term "Receiver" means all Persons whose signatures are required to withdraw funds from an account for purposes of the warranty provisions of Subsection 2.4.1 (General ODFI Warranties) of the Rules.

(r) "Requested Settlement Date" means the date the Entry is scheduled to settle. We will attempt to settle the Entry on the first available date. However, you may be given the opportunity to select a different settlement date, in which case the day you select will be the Requested Settlement Date.

(s) "Rules" mean the operating rules and operating guides of the applicable regional clearing house association and NACHA.

(t) "Settlement Date" means, with respect to any Entry, the date on which such Entry is reported to the account of Bank by the applicable Federal Reserve Bank in accordance with the Rules.

2. Authorization.

(a) General. You authorize and direct us to process each Entry submitted through the Application. You shall be responsible for generating, accepting, and authorizing all Entries and delivering the same to us in accordance with this Agreement. We shall not be obligated at any time to transfer from any account any amount in excess of the balance on deposit in the account at the time of the request or time of transfer. We shall have the right, but shall not be obligated, to refuse any transfer for the purpose of determining whether you have authorized the transfer and shall incur no liability for any delay caused by its determination.

(b) Authorization for Account-to-Account Transactions. If you initiate an Account-to-Account Transaction, you represent and warrant that (i) you are a named owner of such external account, (ii) you have all necessary legal right, power, and authority to transfer funds from such external account, and (iii) such external account is located in the United States. Ownership of the external account is subject to verification.

(c) Reliance on Your Instructions. You understand and agree that, unless we, in our sole discretion, elect to do so, we will not verify the terms of any Entry submitted through the Application. You are solely responsible for the accuracy and completeness of all data, instructions or other information regarding any Entry that is provided to us. You authorize us to process each Entry submitted through the Application in accordance with the information that we

receive from you or your Authorized Agent. We shall have no responsibility for any erroneous information provided by you or any Authorized Agent, and no liability for any losses you may suffer that arise from or relate to any erroneous information provided by you or an Authorized Agent through the Application. If an Entry submitted through the Application is accepted by us, and the Entry contains any error, to the full extent allowed by law you shall be liable for, and shall indemnify us against, the amount of the Entry and all claims and all of our losses and expenses, including attorneys' fees, relating to the erroneous Entry. Our records with respect to any Entry will be deemed conclusive proof that the Entry received by us was authorized and you are bound by that Entry.

3. Your Obligations. You shall provide all items specified in this Agreement, and any additional items reasonably requested by us, in a complete, accurate, and timely manner, and in the form specified by us.

(a) Signed Authorization. Prior to the initiation of the first Entry to an Account, you will execute on your own behalf and will obtain completed and duly executed written authorization agreements ("Authorization Agreements") from each Receiver that desires preauthorized electronic transfers to or from their accounts with Participating Depository Financial Institutions ("Receiver Accounts"). The Authorization Agreements shall authorize you to initiate Entries with respect to such Receiver Accounts. The Authorization Agreements shall be in a form that complies with the Rules, Regulation E of the Board of Governors of the United States Federal Reserve Board, the Electronic Funds Transfer Act, and all other applicable federal and state laws and regulations. You agree to provide a copy of the Authorization Agreement to the Receiver at the time it is executed. You agree to retain and maintain the original or a copy of the Authorization Agreement and your records relating to the Authorization Agreement as required by the Rules. Without limiting any term or provision of this Agreement, you shall indemnify and hold us harmless for your failure to comply with the terms of the preceding sentence. Upon our request or the request of an Originating Depository Financial Institution or a Receiving Depository Financial Institution, you shall promptly furnish an original or copy of the Authorization Agreement to the requesting party. If a Receiver's Authorization Agreement is changed, you shall not initiate any Entries to or from that Receiver account, except in accordance with the Authorization Agreement as changed. You shall not initiate any Entries to or from any Receiver accounts after expiration, termination, or cancellation of those Receiver Authorization Agreements. You agree to release and hold us harmless from and against any loss, cost, demand, action or cause of action arising from any dispute between you and any Receiver with respect to any Authorization Agreement.

(b) Regularly Scheduled Debit Entries. You shall comply in all respects with the requirements of the Rules and all state and federal laws and regulations, including notification to Receivers (i) if the amount of any debit Entry differs from that of the next previous debit Entry relating to the same Authorization Agreement or the preauthorized amount or range of amounts; (ii) if you make any change to the date on which a debit Entry is scheduled to be transferred from a Receiver's account; or (iii) under any other circumstances required under the Rules.

(c) Delivery. You shall be solely responsible for transmitting, by the times and on the dates specified by us, all Entries, information, and other data and documents to be supplied to us in connection with the Business ACH Services. We may reject any Entry determined by us in our sole discretion to have been submitted after or before the time required by any applicable schedule or deadline.

(d) Training. All Designated Persons shall be trained personnel familiar with the Application and Rules and procedures described in this Agreement and with the ACH Originators Handbook by NACHA. You shall be responsible for providing necessary training.

(e) Limitations. You agree that we have no obligation to process an Overlimit Entry. We may suspend any Overlimit Entry submitted by you and may, following receipt of an Overlimit Entry, suspend all In-Process Entries. You acknowledge that any Overlimit Entry or other In-Process Entries suspended by us will not settle on their scheduled Settlement Date. In addition to the foregoing, we reserve the right to limit the nature and amount of the preauthorized debit/credit Entries processed under this Agreement or to refuse to process any debit/credit Entries under this Agreement if, in our sole judgment (i) there is reasonable cause to believe that any Entry will be returned or will not settle in the ordinary course of the transaction for any reason, (ii) to do otherwise would violate any limit set by the applicable clearing house association or any governmental authority or agency to control payment system risk, or (iii) a preauthorized credit Entry or the return of a preauthorized debit Entry would create an overdraft of your Accounts. If any of the foregoing actions are taken by us with respect to a particular preauthorized debit/credit Entry, we will notify you as promptly as practicable, but in no event later than two (2) business days after our decision.

(f) Providing Information Upon Request. Within five (5) business days of our request, you shall provide to us all information necessary to respond to any inquiries from NACHA or a Participating Depository Financial Institution about you or your Entries.

(g) Prohibited Entries. Notwithstanding any provisions of this Agreement to the contrary, you agree not to act as a Third-Party Sender (as defined in the Rules) to initiate any Entry on behalf of another party unless we have agreed that you may do so, and you have entered into a separate agreement with Bank to that effect. You agree not to use the ACH Service to make any international entries including, but not limited to, using funds that were sent to you from outside the United States if the funds were accompanied by instructions specifying one or more payments to be made with those funds or to make a payment outside the United States or for any payments that violate applicable law or any other agreements with us.

(h) Examinations. You also agree to permit us, our regulators and/or agents to examine your books, records, practices and systems to confirm that you maintain the security practices and procedures required by this Agreement to protect the financial information you obtain from Receivers and to verify your ongoing compliance with the Rules. Any such examination will be conducted during normal business hours upon written notice to you, and you agree to cooperate fully by providing us with access to reports of audits, tests and/or other evaluations of information security policies and procedures conducted in the ordinary course of your business.

4. Scope of Business ACH Service. You may only use the Business ACH Service to initiate CCD, PPD, and WEB Entries. If the Entries comply with the Rules and requirements of this Agreement, we will process and transmit the Entries to the Participating Financial Depository Institutions, subject to the Rules. We have no obligation to act on, correct, reverse, adjust, or stop payment or posting of Entries or Entry data that does not comply with the requirements or our deadlines or the Rules. We have no obligation to detect errors with respect to any Entry. However, if we detect an error with respect to any Entry, we will attempt to give you notice of the error, and you agree to furnish corrections promptly via the Application or as we shall direct. If you discover that any Entry is in error, you immediately shall give telephonic notice to the Program Manager of the complete nature of the error and Entries affected, confirmed immediately thereafter in writing ("Error Notice"). You have no right to reverse, adjust or stop payment or posting of any Entry after the Entry has been transmitted by us or subsequent to any earlier time as the Rules or we may prescribe from time to time, except in accordance with procedures contained in the Rules, or any other applicable agreement.

We have no obligation to determine whether the recipient identified in any Entry, whether submitted alone or included within any batch of Entries, is the accountholder for the account to or from which funds are to be transferred. If any Entry contains any inconsistent information or other discrepancy regarding the name of the intended recipient and the account to or from which the funds are to be transferred, we shall make the transfer on the basis of the account number, even if that number identifies an account held by a person or entity other than the named recipient.

5. Payment.

(a) Credit Entries. You authorize us, immediately upon our receipt of any credit Entry, to debit your ACH Account for the Funds required by that Entry. You understand that, because of the automated systems used to provide Business ACH Services, we automatically will debit the ACH Account for that Entry, even if the Entry subsequently will be suspended for any reason described herein. You agree that, whenever you submit an Entry to us, you must have Funds in the ACH Account in an amount equal to or greater than the Entry. You understand that we may debit the ACH Account either by actually deducting funds from the ACH Account or by placing a hold on funds in the ACH Account. In either case, once we have debited the ACH Account for the funds required by the Entry, those funds will not be available to you for any other purpose, including the payment or settlement of other items from that ACH Account.

(b) Insufficient Funds. If you do not have sufficient Funds in the ACH Account for any Entry, we may reject the Entry and you agree that we shall have no liability to you for failure to notify you regarding the insufficiency of Funds. You acknowledge and agree that, if you submit an Entry for which there are insufficient Funds in the ACH Account at the time of submission, then the Entry may be deleted from our ACH system and never settle with its intended recipient.

(c) Debit Entries. We shall credit the ACH Account with the amount of each debit Entry transmitted to us by our Automated Clearing House upon expiration of the Credit Hold Period. In the event any Entry is properly returned by a Receiving Depository Financial Institution after we have provided credit, (i) you shall, upon demand, repay us the amount of the

returned Entry or Depository Transfer Check, or (ii) we may, at our election, set off such amounts against any of your accounts.

(d) **Deletion/Reversal.** Actual receipt by us of proper notice or delivery of any information (e.g., stop payment, return, processing, dishonor and similar notices required by this Agreement, the Rules, or any other instrument) from you before the deadline required by us in our sole discretion is an express and condition precedent to our related obligation to perform any service or to meet any deadline imposed by law or regulation. You bear the burden of proof of the time and manner of our actual receipt of any notice or transmittal of information.

(e) **Multiple Entries.** If you submit multiple Entries during a single Entry Window, we may process those Entries in any order as determined by us in our sole discretion. If there are insufficient Funds in the ACH Account to pay any Entry, we may suspend that Entry and process any remaining Entries. If you submit one or more additional Entries while a previous Entry remains suspended, we may process the additional Entries.

6. **Rejected Entries.** You shall be responsible for remaking any Entries rejected during processing or rejected by any Participating Depository Financial Institutions ("Rejected Entries"), except Entries rejected as a result of our error, if sufficient data is made available to us to permit us to remake those Entries in a correct manner ("Correcting Entries"). In the case of Rejected Entries which are debits or any adjustment memoranda or Entries relating to a debit Entry, upon notification by us, you immediately will provide us with sufficient available funds to reimburse and indemnify us for any funds which were received or subject to any adjustment. You shall retain for not less than five (5) banking days after midnight of the Settlement Date all information necessary to remake any Entries, file or make any Correcting Entries, and, if requested by us, shall supply such information to us. You agree and acknowledge that if we receive a Notification of Change ("NOC") file from a Receiving Depository Financial Institution that results from an Entry you submitted, future entries containing certain related incorrect information may be modified by us to reflect the corrected information received in the NOC and retransmitted. If the Entry that caused the NOC is a recurring Entry, subsequent transmissions may be modified to reflect the corrected information received in the NOC.

7. **Returned and Disputed Entries.** Returned Entries will be delivered by us to you and you shall reimburse us immediately for the amount of these items and any fees associated with these items, including without limitation fees and/or fines assessed by a payment network against us or you. We reserve the right to require that you supply drafts for redeposited return items. If any Receiver notifies us that an Entry was in an incorrect amount, was not properly authorized, was erroneous or unauthorized under any applicable law or regulation, or was otherwise improperly, erroneously or unlawfully processed or paid, you agree to pay to us, in immediately available funds, the full amount of the Entry, plus any expenses for costs (including legal fees) incurred by us in connection with that Entry, including without limitation fees and/or fines assessed by a payment network against us or you. You further agree that we may, as appropriate, pay the amount to the Receiver or may return the amount to you; provided, however, that upon payment of the amount by you to the Receiver, we shall be absolved and released from any expenses or costs incurred by you with respect to such Entry. When a returned Entry indicated "payment stopped" as the reason for the return, you shall not reinitiate that Entry unless you subsequently received the Receiver's authorization for reinitiation of that Entry.

8. Notice of Entries.

(a) You shall provide each Receiver with positive written notice of each credit Entry to the Receiver's Account ("Positive Credit Notice") and shall otherwise fully comply with the provisions of the Rules, the Electronic Funds Transfer Act, Regulation E of the Board of Governors of the United States Federal Reserve Board and any applicable state law, rules or regulations governing electronic fund transfers.

(b) You shall provide written notice to each Receiver of the amount and scheduled date of each debit Entry prior to the scheduled date of the debit Entry. All such written notices of debit Entries, and any other means of debit Entry notice selected by you, shall fully comply with the Electronic Funds Transfer Act, Regulation E of the Board of Governors of the United States Federal Reserve Board and any applicable state law, rules or regulations governing such electronic fund transfers.

9. Effect of Rules. You agree to comply with and be bound by the Rules as now or hereafter in effect, including, without limitation, all limitations and requirements imposed upon an "Originator" under the Rules. Any changes in the Rules shall be deemed to automatically amend this Agreement, effective as of the date the changes in the Rules become effective. It is agreed that no Rule shall be deemed to diminish our rights under this Agreement, except in the case of direct conflict, in which event the Rules shall control. Without limiting the foregoing, we may issue from time to time operating rules and procedures to you describing the operating procedures for each service provided under this Agreement. From time to time, we may also issue updates to the operating rules and procedures. You agree that it will access and utilize all such services in accordance with the operating rules and procedures.

10. File Suspension. Notwithstanding anything in this Agreement to the contrary, we shall not be liable if a file suspends in connection with an Entry as the result of an error by you or our inability to contact you or an Authorized Agent, after using reasonable efforts to make contact.

11. Internet-Initiated Entries. If you obtain authorization from a consumer Receiver via the Internet to initiate either a single debit Entry or recurring debit Entries to that Receiver's account ("WEB Entry"), you represent and warrant to us that the WEB Entry complies with the Rules and the federal Electronic Funds Transfer Act, as implemented by Regulation E. In addition to this general representation and warranty, you represent, warrant and promise that, with respect to each WEB Entry initiated by you:

(a) You obtained authorization for that Entry and complied with the technical specifications for WEB Entries that we may provide separately to you. You agree to provide a hard copy of the authorization to the Receiver if requested to do so.

(b) You have employed a commercially reasonable fraudulent transaction detection system to screen that Entry.

(c) You did not engage in any fraudulent or deceptive business practice in connection with the transaction for which the WEB Entry authorization was obtained, regardless of whether you were otherwise in compliance with the Rules.

(d) You have employed commercially reasonable methods of authentication to verify the identity of the Receiver authorizing that Entry.

(e) You have used commercially reasonable procedures to verify the validity of the routing numbers for the Receiver's account to be debited.

(f) All transmissions of information related to the WEB Entry (whether between you and Receiver, between you and us, or between you and any third party), were either (1) encrypted using a commercially reasonable security technology, or (2) transmitted via a secure Internet session that utilizes a commercially reasonable security technology. In either case, the technology used to secure the transmission must comply with the technical specifications for WEB Entries that we may provide separately to you.

(g) You agree:

(1) to develop, implement and maintain effective security policies and procedures (including administrative, technical and physical safeguards) to ensure that the financial information you obtain from Receivers is protected. These policies and procedures shall comply with the technical specifications for WEB Entries that we may provide separately to you and, at a minimum, shall include adequate levels of: (i) physical security to protect against theft, tampering, or damage; (ii) personnel and access controls to protect against unauthorized access and use; and (iii) network security to ensure secure capture, storage, and distribution.

(2) to conduct or cause to be conducted annual audits of your security policies and procedures to protect Receiver's financial information. The results of each annual audit shall be documented in a written report. You shall deliver a copy of this report to us within ten (10) days after you complete or receive the report, as applicable.

(h) The Entry is not being used to transmit a credit Entry, other than a reversal, to the consumer Receiver's account. You agree to indemnify us from and against any fine, action, claim, demand, loss, liability or expense (a "Loss"), including attorneys' fees and costs, resulting directly or indirectly from your initiation of any WEB Entry, including without limitation any Loss related to or arising from your breach of any representation, warranty or promise made with respect to any WEB Entry or your failure to comply with the Rules or this Agreement in connection with any WEB Entry.

(i) We reserve the right, at any time and without notice to you, to decline to process any one or more WEB Entries submitted by you in the event that we, in our sole discretion, determine that: (i) you have failed to maintain the security practices and procedures required by this Agreement, (ii) you have failed either to perform an annual audit or to provide the report of the annual audit to us within the time period required by this Agreement; (iii) you have failed to satisfy any other requirement of this Agreement applicable to WEB Entries, (iv) the rate of WEB entries returned to Receivers is deemed excessive, or (v) your activities place us at a higher risk than when we initially approved you to originate WEB Entries.

12. Interbank Same Day ACH. You may originate qualified ACH transactions under the Rules, with a same-day effective date, so the receiver accounts at another financial institution can receive ACH transactions on a same day basis. In order to process same day, it is your responsibility to originate qualified ACH transactions under the Rules within the specific entry window for same day processing. You are responsible for managing your use and selection of the same day settlement option and we are under no obligation to confirm your intention for ACH transactions to settle same day. Any unqualified same day effective-dated transactions originally intended for same day processing are subject to being originated on the next available processing day. Further, we have no responsibility for you selecting the same day settlement option in error even if your intention is to settle on the following business day or later. You are responsible for payment of all associated fees for the same day settlement option whether or not same day settlement option was selected in error.

13. Fees. You agree to pay any fees for the Business ACH Service and reimburse us for all governmental and third party fees or taxes arising out of or related to our providing the Business ACH Service to you.

14. Limitation of Liability. Except as otherwise required by applicable law, neither we nor our affiliates, third party service providers or their affiliates shall be liable, and you release and waive any and all claims against us, our affiliates, third party service providers or their affiliates for any and all losses, damages, claims, judgments, costs and expenses incurred by you or by any other person or entity, whether or not acting as your agent or employee, that arise from or relate to your use of the Business ACH Service. The limitations on the liability of the Bank, our affiliates, third party service providers or their affiliates provided in this Section are in addition to, and shall not diminish, any limitations on this liability contained elsewhere in this Agreement or any other agreement between you and us.

Actual receipt by us of proper notice or delivery of any information (e.g., stop payment, return, processing, dishonor and similar notices required by law or under this Section, this Agreement, the Rules, or any other applicable agreement) from you before the deadline required by us in our sole discretion is an express and non-waivable condition precedent to our related obligation to perform any service or to meet any deadline imposed by law, any agreement or any person. You bear the burden of proof of the time and manner of our actual receipt of any notice or transmittal of information.

15. Indemnity. You agree to indemnify, protect and hold harmless the Bank, our service providers and affiliates (including their respective officers, employees and agents) from and against any and all losses, damages, claims, judgments, costs and expenses (including reasonable attorneys' fees) arising from or relating to: (i) your use of the Business ACH Service; (ii) any errors, negligence, action, inaction, or involvement by you, the Bank, our service providers and affiliates, or their actual or apparent officers, employees, and agents in connection with the Business ACH Service, or otherwise; (iii) submission of: (A) any credit Entry for which there are insufficient Funds at the time of submission; (B) any debit Entry for which the Receiver blocked the transaction or has non-sufficient funds in its account; (C) any Entry that later is delayed or suspended for any other reason; or (D) any Entry in violation of the NACHA Rules or applicable law.

16. Representations and Warranties. You represent and warrant that each electronic communication submitted through the Business ACH Service, including without limitation each Entry, shall comply with this Agreement, the NACHA Rules and all applicable law. You also represent and warrant that: (a) The ACH Account is not a "consumer account" as contemplated by the Electronic Fund Transfer Act, 15 U.S.C. 1693 et seq., and Regulation E, 12 CFR Part 205; and (b) You shall submit an Entry on the ACH Account only for commercial purposes, and never for personal, family or household purposes. We may reject any Entry which we determine in our sole discretion not to be in compliance with our then applicable format requirements, the Rules, any federal or state laws or regulations, or the terms and conditions of this Agreement. You agree that we have no responsibility to determine whether you have complied with any federal or state law or regulation. You agree to provide any additional information and to execute any additional documents or agreements that we may request in connection with your use of the Business ACH Service.

EXCEPT AS REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS, WARRANTIES, AGREEMENTS, OR GUARANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (I) ANY REPRESENTATIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE ACH SERVICE PROVIDED BY US TO YOU; (II) ANY WARRANTIES ARISING UNDER THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE IN WHICH THE BANK MAINTAINS YOUR ACCOUNTS; (III) ANY WARRANTIES WITH RESPECT TO COMPLIANCE WITH THE ELECTRONIC FUNDS TRANSFER ACT OR REGULATION E OF THE FEDERAL RESERVE BOARD; (IV) ANY RULE OR REGULATION OF ANY AUTOMATED CLEARING SYSTEM; OR (V) ANY STATE ELECTRONIC FUND TRANSFER STATUTE OR REGULATIONS.

B. Your Liability for Business Accounts

You are responsible for all transfers and payments you initiate or authorize through the Application, including any transactions by Program Manager. It is your responsibility to safeguard your access credentials and other security features related to the Application (collectively, "Security Codes"). You agree that we are entitled to rely on and deem the use of the Application to gain access to the Services as your authorization for every transaction involving any Business Account until you have notified the Program Manager of any possible unauthorized use or transactions. Neither we nor our service providers or affiliates will have any liability to you for any unauthorized bill payment or transfer that occurs before you have notified the Program Manager of possible unauthorized use and we have had a reasonable opportunity to act on that notice. Authorization of transfer requests and bill payment requests through the Application shall be considered the same as your signed authorization and instruction for the Bank to perform any and all actions relating to the requested transaction. You agree to be bound by any transaction on any of your Business Accounts using the Application and accepted by the Bank, regardless of whether or not you actually authorized the transaction. You agree not to attempt to use the Services to make a transfer if you have reason to believe this Service is not functioning properly.

Fraud Prevention. You acknowledge that there is a growing risk of losses resulting from unauthorized items. We offer products and services that provide effective means for controlling

the risk from such unauthorized items. In addition, we may recommend that you use certain fraud prevention practices with respect to your deposit accounts to reduce your exposure to fraud. If your account is eligible to receive these types of products and services, and you fail to implement any of these products or services (including any product or service that we offer after the date of this Agreement), or if you fail to follow our recommended fraud prevention practices, you agree that you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service or practice was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items.

C. Limitation of Liability for Business Accounts

Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by applicable law, neither we, our service providers nor any of their affiliates shall be liable, and you release and waive any and all claims against all of them, for any and all losses, damages or costs incurred by you or by any other person, arising from or relating to any acts or omissions of us, its service providers or their affiliates, whether under this Agreement or otherwise, in connection with the Services or any Business Account (including, but not limited to, improper calculation or processing; transfer of funds or failure to transfer; dishonor or failure to dishonor; payment, stop payment, or failure to pay or stop payment; processing of electronic transfer entries; or loss or delay of electronic transfer entries, items, instruments, input data and materials during transfer to or from the Bank) unless you prove that such losses, damages or costs resulted solely from our bad faith or gross negligence or from material breach of this Agreement; provided, however, to the fullest extent permitted by applicable law, neither we, our service providers nor any of their affiliates shall be liable to you or any other person for any of the following:

- For any error in transferring funds from or into a Business Account if you fail to notify us of the erroneous transfer within thirty (30) days after we deliver or otherwise make available an account statement showing the erroneous transfer;
- For any consequential, indirect, incidental, special, exemplary, punitive or similar damages, including attorneys' fees or lost profits, even if advised of the possibility of such loss in advance;
- For losses, damages or costs arising from or relating to any of the circumstances described in Section 4.C above;
- For any failure to make a transfer or payment when your Account is frozen or funds are otherwise unavailable under the terms of this Agreement;
- For any losses, damages or costs, relating to or in any way arising out of the use of the Services or the installation, use, or maintenance of your Internet connection, device, software, or Application;
- For any losses, damages or costs arising from or relating to your failure to maintain the confidentiality and security of your Security Codes, any or all components of your Security

Codes or any other information that enables any other person to gain access to your Accounts or your subscription to the Application; and

- For any losses, damages or costs arising from or relating to your failure to receive notices and other communications (including Security Codes) that we have sent to your current address and/or email address shown on our records, regardless of whether the address on that communication included any designation for delivery to the attention of any particular individual.

Your sole remedy under this Agreement for any errors by us in completing any transfer or bill payment you have properly requested through the Application in accordance with this Agreement and applicable law shall be limited as follows:

- If the bill payment or transfer is not made or is delayed, or if a payment or transfer is made in an erroneous amount that is less than the amount authorized by your instructions, unless otherwise required by law, our liability and the liability of our service providers and their affiliates shall be limited to correcting the transfer or payment.
- If the bill payment or transfer is made in an erroneous amount that exceeds the amount provided in your instructions, or we permit an unauthorized payment or transfer after you have provided notice in accordance with this Agreement and we have a reasonable time to act on your notice, unless otherwise required by law, our liability and the liability of our service providers and their affiliates shall be limited to a refund of the amount erroneously paid or transferred.

The limitations on the liability provided in this Section are in addition to, and shall not diminish, any limitations on this liability contained elsewhere in this Agreement or in any other agreement between you and us.

D. Error Resolution for Business Accounts

You agree to act in a prompt and reasonable manner in reviewing any account statement, notice or other communication we send to you and in reporting any error to us. You will have acted in a prompt and reasonable manner if you notify the Program Manager of any error or other exception related to the Services within thirty (30) days after we mail or email you a statement of your account or make your statement available online. In case of errors or questions about transfers or bill payments initiated through the Application to or from any Business Account, contact the Program Manager. You should give us the following information:

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

We will investigate your claim and respond to your request in a commercially reasonable period of time. If you phone us, we may request that you give us the information in writing.

PART III - OTHER

1. Confidentiality of Information

We may disclose information to third parties about your Accounts and the transfers, bill payments and other Services you request in the following situations:

- When it is necessary for completing transactions you have requested;
- When it is necessary to activate or provide Services to you;
- In order to verify the existence and condition of your account to a third party, such as a consumer reporting agency or other credit bureau, or a Biller;
- In order to comply with a governmental agency or court order;
- In order to prevent or remedy fraud;
- As permitted by applicable law, and
- If you give us your written permission.

For more information about our practices for using and sharing information about Consumer Accounts, please review our [Privacy Policy](#). We may modify this Policy from time to time, and the current version is available on our website.

2. Changing this Agreement

We may change the terms of this Agreement from time to time. Changes to this Agreement may include modifying or deleting existing provisions and services and/or adding new provisions and services. Changes may be made immediately and without prior notice to you except when notice is required by applicable law or pursuant to this Agreement. When notice is required, we may provide notice by mail to your last address shown on our records, electronically if you have agreed to receive such notices electronically, making the notice available with the periodic statement of your account (as applicable), posting notice on the Application, or in other any manner permitted by law or any agreement between us (such as our Electronic Communications Agreement). If there is more than one account owner, we may send notice of the change to only one of you.

Changes to Services. We may add Services, eliminate Services, or otherwise modify the terms or features of any Services from time to time. Any change will begin to apply upon the effective date of the change, and will apply only to your future use of the Services. Your continued use of the Services following the effective date of a change signifies your acceptance of the change.

Other Changes. For other changes to this Agreement, we will provide you notice of the change (except a change benefiting you) at least thirty (30) days before that change becomes effective (or a longer period if required by law). We may, but are not required to, give you notice if the change will be to your benefit. By continuing to maintain your account, conducting a transaction, or obtaining services or products relating to this Agreement or your account after the change becomes effective, you agree to such change. We also may, in our sole discretion, substitute

services or discontinue certain kinds of services, products and accounts, and place restrictions on certain types of accounts. If we discontinue the kind of account you have, we can transfer your account balance to another type of account. In that case, we will notify you at least thirty (30) days before the transfer takes effect. By continuing to maintain your account, conduct a transaction, or obtain services or products from us after the transfer takes effect, you expressly agree to the change in the kind of account you have.

3. Termination

We reserve the right to terminate your access to any one or more Services at any time in our sole discretion, without notice and without limitation, except as may be required by law. If we terminate your use of the Services, we reserve the right to make no further transfers or electronic payments from your accounts, including any transfers or electronic payments you previously have authorized. The provisions of this Agreement that relate to any obligation or liability arising prior to termination, or the resolution of any dispute regarding such obligation or liability, shall survive termination of the Agreement.

4. Changes to Your Contact Information

It is solely your responsibility to assure that the contact information you have provided to us in connection with your use of your Accounts and the Services is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. You may make changes to your email address or some of your other contact information through the Application or by contacting Program Manager. The Bank shall have no liability for any payment processing errors or any fees you may incur as a result of inaccurate or outdated contact information for you.

5. Assignment and Service Providers

You may not assign this Agreement or your rights or responsibilities under this Agreement to any other party, and any attempted assignment shall be null and void. The Bank may assign this Agreement to any affiliated entity or any successor. The Bank also may assign or delegate any or all of its rights and responsibilities under this Agreement to one or more independent contractors or other third party service providers, and any rights or responsibilities so assigned or delegated may be exercised or enforced by either the Bank or its service provider. Any reference in this Agreement to the Bank also shall be considered a reference to any service provider performing services under this Agreement on behalf of the Bank.

6. Exclusions of Warranties

All of the Services are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

7. Notice

Unless otherwise required by law, we may provide notice to you either by mail or electronically. If we choose to provide the notice to you by mail, we may mail it separately or with other

information to any address on our records for you. If we choose to provide notice electronically, we will notify you as provided in the Electronic Communications Agreement between you and us. You agree that we have delivered information or a document to you if we have made the information or the document available to you through the Application and have provided electronic notice to you that such information or document is available for you to access through the Application. You accept responsibility to assure that the contact information is always current and accurate.

8. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable for any reason, such holding shall not invalidate or render unenforceable any other provisions of this Agreement. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders unenforceable any provision hereof, and to the extent that such waiver is not permitted by applicable law, the parties intend that such provision be interpreted as modified to the minimum extent necessary to render such provision enforceable.