



# OLD GLORY BANK™

## BUSINESS ONLINE BANKING AGREEMENT

*Effective July 2023*

This Business Online Banking Agreement (this “Agreement”) describes the terms and conditions under which Old Glory Bank (the “Bank” and also referred to as “us”, “we” or “our” as the context may require) will provide to you, a business customer of the Bank (“Customer” or “Company” and also referred to as “you” or “your” as the context may require), access to our online electronic banking platform (“Business Online Banking”), through which you may access and use some or all of the services described under the section heading “Business Online Banking Services” (collectively, the “Services”). By accessing and using any of the Services through Business Online Banking, directly or through any person or entity authorized or otherwise permitted to act on your behalf, you accept the terms and conditions of this Agreement. This Agreement shall be effective when agreed upon in writing by both parties.

The Services, as well as the terms of the accounts that you maintain with the Bank in connection with the Services, are also governed by one or more Account Agreements (as such term is defined below). In the event of any conflict between the terms of this Agreement and any Account Agreement, the terms of this Agreement shall govern, but only to the extent reasonably necessary to resolve such conflict.

### DEFINITIONS

In addition to the capitalized terms that are defined above or elsewhere in this Agreement, the following capitalized terms shall have the respective meanings indicated below whenever used in this Agreement.

“Account(s)” means any Deposit Account(s) or Credit Account(s) that you may maintain with us at any time and from time to time that is used in connection with the Services.

“Account Agreement(s)” means the account agreement(s) between Customer and the Bank that govern the Account(s) that you may maintain with us at any time and from time to time, including without limitation all applicable deposit or credit account agreements, services fee schedules, Payment Order Agreement, and any other agreements, disclosures and other documents issued by Bank and governing Customer’s deposit or credit relationship with the Bank, each as amended and in effect at any time and from time to time from and after the date of this Agreement.

“ACH” means automated clearing house.

“Administrator” means any officer or employee of Customer or other person acting on behalf of Customer that Customer designates as being an authorized representative of Customer or as authorized to act on Customer’s behalf with respect to Customer’s access and use of Business Online Banking.

“Authentication Devices” means collectively any and all security, biometric, identification and authentication mechanisms, including, without limitation, security codes or tokens, PINs, one-time passcodes, electronic identities or signatures, encryption keys and/or individual passwords, as may be associated with or necessary for Customer’s access to and use of any Services from time to time.

“Authorized Representative” means, with respect to any Account, any person who is authorized to act on behalf of Customer with respect to such Account under the Resolution for Business Accounts applicable to such Account or who is otherwise listed as an authorized signer with respect to such Account.

“Authorized User” means any Administrator and any other person any Administrator designates as being authorized to access and/or use on your behalf any of the Services that are made available to you through Business Online Banking.

“Bill Payment Account” means any business checking Account (except any money market Account) that you have designated for your use in accessing the Bill Payment Service under this Agreement.

“Business Day” means any day that the Bank is open for business. Generally, Monday through Friday are considered business days and Saturdays, Sundays and holidays are excluded; provided, however, that Saturday is considered a Business Day for purposes of your transferring funds between any Online Accounts.

“Company ID” or “Customer ID” means the unique identifier and secret Password that we will assign to Customer for use in accessing Business Online Banking.

“Computer” means a computer, all software and necessary telephone lines, Internet or other connections and equipment needed to access Business Online Banking and includes without limitation any mobile device used by an Authorized User to access any Mobile Services that may be included among the Services.

“Credit Account” means any line of credit, term loan or commercial or investment mortgage that Customer maintains with Bank that was established primarily for business, commercial or non-consumer purposes.

“Deposit Account” means any checking, money market or savings Account, certificate of deposit or other deposit Account that Customer may have with Bank that was established primarily for business, commercial or non-consumer purposes.

“Due Date” is the date reflected on any billing statement for which your payment is due; it is not the late date or grace period.

“EFTPS” means Electronic Federal Tax Payment System.

“Email” means electronic mail.

“Entry” means the instructions provided by you to us to execute an ACH transaction.

“IDs” means each of the unique identifiers and secret Passwords assigned by us to the Company and to an Administrator and that such Administrator assigns to any additional Administrators and/or other Authorized Users. To access and use any of the Services through Business Online Banking, both the Company ID and a User ID are required.

“Mobile App” means our Business Mobile Banking Application designed for installation on mobile devices.

“Mobile Services” means the Business Mobile Banking Services that we may make available by means of our Mobile App.

“OFAC” means the Office of Foreign Asset Control.

“One Time Passcode” or “OTP” means a personal digital password used as an Authentication Device for certain transactions conducted through the Services.

“Online Account” means any Account for which you are an owner, account holder or have withdrawal rights and that is included in your Online Service profile for use in connection with some or all the Services that are made available to you through Business Online Banking. You may have Accounts that are not included in your Online Service profile or that are included in your Online Service profile but are not eligible for use in connection with some of the Services that are made available to you through Business Online Banking based on account type or designation.

“Password” means an Authentication Device consisting of the Bank-provided code we send to you for an Administrator to use for your initial sign-on to Business Online Banking, and the additional codes selected by your Administrator(s) and any other Authorized Users after the initial sign-on process has been completed.

“Payee” means any third party to which you instruct us to issue a payment.

“Payment Instructions” means the information approved by you for a bill payment to be made by us to a Payee on your behalf (e.g., Payee name, address, telephone number, account number, the amount).

“Scheduled Payment Date” means the Business Day on which you authorize the Bill Payment Service to issue a bill payment on your behalf, or if the Scheduled Payment Date is not a Business Day, then the next Business Day.

“Security Token” means a personal digital password device or application used as an Authentication Device for certain transactions conducted through the Services. “User ID” means the unique identifier used by each Administrator and any other Authorized User to access and use any of the Services through Business Online Banking.

## **CERTIFICATION**

By accessing or using any of the Services, you hereby certify that this Agreement has been duly adopted and approved by you in conformity with applicable law and your organizational and governing instruments and that no action contemplated by this Agreement will contravene any such law or instrument. You hereby further certify that no further approval by you or any third party is required to authorize this Agreement, or any action taken under this Agreement, and that this Agreement is your valid and legally binding obligation, enforceable against you in accordance with its terms.

## **ACTIONS OF AUTHORIZED REPRESENTATIVES**

In adding or deleting any Account for inclusion as an Online Account and in making any changes in the use of any Online Account in connection with the Services that are made available to you through Business Online Banking, we may act on the oral, written or electronic instructions of any Authorized Representative for such Account. It is your responsibility to notify us of any changes in your Authorized Representatives with respect to any Online Account.

## **RESPONSIBILITIES OF ACCOUNT OWNERS**

Each person who is listed as an owner of any Online Account, including all joint owners of any Online Account that is a personal Account, will be liable for all transactions that are made on such Online Account by any other owner of the Account. Any notices that we may send to the address, mail or Email, shown in our records for any one owner of an Account will be binding on all other owners, if any, of such Account.

## REGISTRATION FOR SERVICES

To register for the Services, you must first complete an application and any other related forms or schedules that we may require from time to time. You can request a copy of this Agreement, the application and other related forms and schedules from us. You may at any time change the Services for which you have registered by completing and returning to us the appropriate forms, schedules or any other documents that we may require from time to time. Your completed application, forms, schedules and other required documents must be reviewed and approved by us. We reserve the right to reject your application, forms, schedules and other required documents or to refuse your access to or use of the Services for any reason and at our sole discretion.

You must designate at least one Online Account for use with the Services. You must maintain at least one Online Account for as long as this Agreement is in effect. We reserve the right to remove any Online Account for use with the Services at any time and for any reason that we deem necessary or appropriate.

## AVAILABILITY OF SERVICES

The Services will be accessible 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods or interruption or delay due to causes beyond our control. We shall not be liable under this Agreement for failure to provide access.

## ACCESS TO SERVICES

To access or use the Services, you will need to satisfy the following requirements:

(a) **Customer ID and User IDs.** You may access the Services from our website located at [www.oldglorybank.com](http://www.oldglorybank.com) or any website that we may designate from time to time using the appropriate credentials.

There is one Customer ID (known to only the Administrator(s) and any other Authorized User).

You must designate at least one Administrator who shall select a User ID to access and use any of the Services through Business Online Banking.

Any Administrator may designate one or more additional Administrators. Any additional Administrator shall also select a User ID to access and use any of the Services through Business Online Banking.

Any Administrator may designate one or more additional Authorized Users to access and use any of the Services through Business Online Banking.

Each additional Authorized User shall select a User ID to access and use any of the Services through Business Online Banking.

To access an Account, at least three forms of information generally must be entered. Every Authorized User must enter the Customer ID along with their User ID and individual Password.

An Administrator may change their Password at any time and from time to time at the Administrator's discretion. You acknowledge that any Administrator may, and you authorize your Administrator(s) to, change any Password or otherwise deactivate any User ID of any other Authorized User at any time and from time to time and in their sole discretion. We own all IDs and Security Tokens. You may not transfer them to any other person or entity. You must discontinue use of all IDs and Security Tokens on our demand and otherwise on termination of this Agreement. If this Agreement is terminated for any reason, all Authentication Devices will be deactivated. No Authentication Device may be used after termination of your access to the Services.

Customer acknowledges and agrees that the Authentication Devices and other security procedures applicable to Customer's use of the Services and set forth in this Agreement and Account Agreements are a commercially reasonable method for the purpose of verifying whether any payment, transfer or other use of the Services was initiated by Customer. Customer also agrees that any election Customer may make to change or waive any security procedures required or recommended by Bank is at Customer's risk and that any loss resulting in whole or in part from such change or waiver will be Customer's responsibility. Customer further acknowledges and agrees that the Authentication Devices are not intended and that it is commercially reasonable that the Authentication Devices are not intended to detect any errors relating to or arising out of a payment, transfer or any other use of the Services. We require that you take necessary precautions to manage the distribution, confidentiality and use of all IDs, Security Tokens and OTPs. Please see the Confidentiality and Security section of this Agreement.

(b) **Computer Requirements.** You will need to provide at your own expense the computer required for the use of the Services and an Email address. You are responsible for the installation, maintenance and operation of the computer and all related charges. We are not responsible for any losses, damages, injuries, errors or failures caused by any malfunction of the Computer or any Computer virus or other problems that may be associated with access to or use of the Services or the Computer. We also are not responsible for any losses or delays in transmission of information you provide to us or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing your connection to the Internet or any browser software.

(c) **Online Account Funds.** You agree to maintain sufficient available funds in your Online Account(s) in connection with your access to and use of the Services. Regardless of whether you have a line of credit attached to any Online Account, you agree that we may, but are not required to, issue a bill payment, transfer funds or perform another Service even if such action causes one or more of your Online Accounts to be overdrawn. You agree that we may debit any overdraft fees or other related fees from any Online Account that you maintain in connection with any of the Services or any other deposit account you maintain with us, if necessary. If we are unable to complete a bill payment or transfer or perform any other Service for any reason associated with your Online Account(s), the bill payment, transfer or other Service may not be completed and we may not notify you, unless we are required to do so by applicable law; provided, however, that we will not be liable to you or any third party if we choose to issue a bill payment or transfer funds or perform any other Service.

When you ask us to issue a bill payment, to transfer funds or to perform any other Service, you represent that you have sufficient available funds in your Online Account(s) or available credit, as applicable, to cover the amount of the bill payment, transfer of funds or such other Service.

## **ADMINISTRATORS AND AUTHORIZED USERS**

You must designate at least one Administrator. You are solely responsible for designating your Administrator(s). You must provide us with certified copies of resolutions from your governing body, as applicable, and any other certificate or documentation specifying the name of the person who is authorized to designate your Administrator(s) from time to time that is acceptable to us.

Your Administrator(s) may designate additional Administrators. Your Administrator(s) may designate one or more additional Authorized User(s) and establish the scope of their access to and use of any of the Services. You accept as your sole responsibility the designation of any additional Administrators by any Administrator and any additional Authorized Users by your Administrator(s). You understand that your Administrator(s) will control, and you authorize your Administrator(s) to control, access to Business Online Banking and use of the Services. You acknowledge and agree that your Administrator(s) will possess the authority to add, change or terminate your Authorized User(s) at any time and from time to time and in their sole discretion.

You will require all Authorized Users to comply with all provisions of this Agreement and all other applicable agreements, and you guarantee that they will do so. You acknowledge and agree that you are fully responsible for the failure of any Authorized User to so comply. You are responsible for any bill payment, transfer of funds

or use of any other Service and any and all charges incurred by any Authorized User, even if the authorization you have established for any Authorized User is exceeded in connection with any such bill payment, transfer of funds or use of other Service.

Whenever any Authorized User leaves your employ or you otherwise revoke the authority of any Authorized User to access or use any of the Services, you must notify an Administrator immediately and such Administrator is solely responsible for deactivating such Authorized User's User ID and any Authentication Device. You remain fully responsible for all use of any former Authorized User's User ID and Authentication Device, and any Services utilized by any such former Authorized User.

## **YOU MAY DESIGNATE OTHER ACCOUNTS AS AN ONLINE ACCOUNT FOR USE WITH THE SERVICES.**

You may designate any authorized Account as an Online Account for use with the Services. Except as specifically approved by the Bank, all Online Accounts must have the same account title and taxpayer identification number and will be subject to all other conditions and limitations set forth in this Agreement, and each such Online Account will be further subject to any other agreements or requirements, including without limitation any loan documents, which may apply to such Online Account. We maintain at our sole discretion the right to deem any Account ineligible to serve as an Online Account for the purposes of this Agreement or to deny any request for a Service.

You may at any time request to change any Online Account you have designated for use with any Service for which you have registered by completing and returning to us the appropriate forms and schedules that we may require for such purpose. You may obtain a copy of these forms and schedules by contacting us via one of the means listed in the Contact Us section of this Agreement.

## **INELIGIBLE ACCOUNTS**

We maintain at our sole discretion the right to deem any Account ineligible to serve as an Online Account for the purposes of this Agreement or to deny any request for a Service.

## **COMMUNICATIONS**

You agree that we may send notices and other communications to the current address, by mail or Email, shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You also agree that we may respond to any communication you send to us with an electronic communication, regardless of whether your original communication to us was an electronic communication.

If you use our Alerts feature, we may send account information to the Email address(es) you or any Authorized User may designate. If you use our Alerts feature by designating a telephone number, we may send Account information to that device. Sensitive information such as account numbers will be only partially shown or masked. Other than Alerts and verification Emails, we will not send to you, and we strongly suggest that you do not send to us, any confidential information about your Accounts via the public internet as it may not be secure.

## **DEBITING YOUR ONLINE ACCOUNTS**

You authorize us to, and we may in our sole discretion, charge and automatically deduct from your Online Accounts the amount of a transfer or other Service on or after the date on which we execute the transfer or other Service, and the amount of a bill payment and fees and other amounts incurred with the Services on or after the date we issue the payment or the date on which such fees or other amounts are due. Service fees are disclosed in the applicable fee schedule, as amended, a copy of which was provided to you when you opened your Account and are in addition to account and other fees.

You are responsible for all charges incurred in connection with your accessing and using the Services, including any sales taxes, fees or similar charges imposed by federal, state or local governments where you are located and conduct your business and all charges incurred in connection with or related to the use of the Computer, such as all telephone charges and charges by an Internet or other service provider providing your Internet connection to the Services.

## **SETOFF**

The Bank may, but shall not be obligated to, complete any transaction in connection with providing the Services if there are insufficient available funds in Customer's Account(s) to complete the transaction. In the event any actions by Customer result in an overdraft in any of Customer's Accounts, including but not limited to Customer's failure to maintain sufficient balances in any of Customer's Accounts, Customer shall be responsible for repaying the overdraft immediately and without notice or demand. Bank has the right, in addition to all other rights and remedies available to it, to set-off the unpaid balance of any amount owed it in connection with the Services against any debt owing to Customer by Bank, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by Bank, whether collected or in the process of collection, or in any other Account maintained by Customer at or evidenced by any certificate of deposit issued by Bank. If any of Customer's Accounts become overdrawn, under-funded or for any reason contain a negative balance, then Bank shall have the right of set-off against all of Customer's Accounts and other property or deposit Accounts maintained at Bank, and Bank shall have the right to enforce its interests in collateral held by it to secure debts of Customer to Bank arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated.

## **BUSINESS ONLINE BANKING SERVICES**

By accessing the Services, you can perform any or all of the Services described below for which you have registered, and we have approved, subject to the limitations set forth in or otherwise incorporated into this Agreement and any applicable Account Agreement.

1. **Online Account Access.** You may obtain information, such as balance and summary information, available funds information and information about prior business day cleared transactions and Automated Teller Machine ("ATM") and Point of Sale ("POS") transactions. Upon your request, we may allow access to a Credit Account for viewing account information.
2. **Transfer of Funds.** You may transfer funds from your Deposit Accounts, including to make one-time transfers or to schedule future or recurring transfers between your Deposit Accounts or from your Deposit Account to eligible Credit Account, except if your Online Account is a certificate of deposit account. Although you receive immediate provisional credit upon completion of an Online Banking Service session for one-time transfers between your eligible Online Accounts made during that session, you must make such transfers before 7:00 p.m. CST on a Business Day for those funds to be posted on an Account on the same Business Day and available for non-Online Banking Service transactions. Such one-time transfers between your Accounts and made after 7:00 p.m. CST on a Business Day or on a non-Business Day will be available for the payment of non-Online Banking Service transactions on the next Business Day. Funds will be made available to you in accordance with our Funds Availability policy, a copy of which is included in the Business Terms & Conditions Disclosure, which you received when you opened your Account(s). The maximum amount you can transfer using this Service is equal to the available balance in your Online Account. We may from time to time and in our sole discretion refuse to allow, or limit the number or amount of, funds transfers you may request using this Service.
3. **Wire Transfers.** You can use this Service to instruct us to wire transfer funds in a specified amount, from an eligible Online Account to a specified third party on your behalf at another financial institution. Prior to using this Service, you must enter into a separate Payment Order Agreement with us. You acknowledge and agree that this Service is also governed by our

Payment Order Agreement and that if any provision of the Payment Order Agreement is inconsistent or otherwise conflicts with this Agreement, the provisions of the Payment Order Agreement will control with respect to this Service. If your Payment Order Agreement is terminated for any reason, we may, in our sole discretion and without notice to you, terminate your use of this Service. When sending a wire transfer in foreign currency you may see an exchange rate displayed within the Business Online Banking Service. You acknowledge and agree that the exchange rate and debit amount displayed within Business Online Banking are estimates only and the final exchange rate applied to your transaction may be less favorable and does not include any fees that we may charge. The exchange rate used when we convert one currency to another is set at our sole discretion, and it includes a markup. The markup is designed to compensate us for several considerations including, without limitation, rates set by our service providers, costs incurred, and market risks. Foreign exchange markets are dynamic, and rates fluctuate frequently. You assume all risk relating to or arising from fluctuations in the exchange rates between currencies and you agree to be bound by the exchange rate applied to your transaction even if it is different than the exchange rate that appears within the Business Online Banking Service.

4. **ACH Entries.** Subject to application and approval by the Bank, you can use this Service to authorize us to process, transmit, receive and settle Entries through ACH networks we use from time to time and to credit or debit Entries to an eligible Online Account. Prior to using this Service, you must enter into a separate Payment Order Agreement with us. You acknowledge and agree that this Service is also governed by our Payment Order Agreement and that if any provision of the Payment Order Agreement is inconsistent with or otherwise conflicts with this Agreement, the provisions of the Payment Order Agreement will control with respect to this Service. If your Payment Order Agreement is terminated for any reason, we may, in our sole discretion and without notice to you, terminate your use of this Service.
5. **EFTPS using ACH.** You can use this Service to make Federal tax payments due to any Federal governmental authority, including the Internal Revenue Service, from any Online Account. You agree to comply with any set-up or other procedures required by the recipient of a transfer (such as the prearrangement required by the Internal Revenue Service for electronic tax payments). If you fail to comply with these procedures, we may, in our sole discretion and without notice to you, terminate your use of this Service. You must enroll for this Service with the Internal Revenue Service, and you must provide us with a copy of your enrollment documents and any other information we require and we must have approved your use of this Service in advance.
6. **Stop Payments.** You can use this Service to initiate a stop payment request online for any check or other item drawn against any of your Online Accounts, providing that the check or other item has not been paid or is in process of being paid. You warrant that the information describing the check or other item, including the date, the exact amount, the check number, and Payee are correct. You agree that we will not be responsible for stopping payment unless all of the information you provide is accurate and we receive your stop payment request within a reasonable period of time for us to act on it. In addition, you may not request a stop payment online for any treasurer's check, cashier's check, certified check or other official institution check you have purchased from us or any check or other item that we have guaranteed or otherwise accepted. You understand that your stop payment request is conditional and subject to verification by us that the check or other item has not already been paid or that some other action to pay the check has not been taken by you. A stop payment request against a check or other item is effective only against the check or other item that is identified as described above. A written request to stop payment on a check will be valid for 6 months, unless you renew your request in writing before the expiration of this time period. Otherwise, if you do not timely renew your request in writing and the check is presented to us for payment following the expiration of this time period, we may pay the check. We will charge you a separate fee for each stop payment



request you make using this Service, as set forth in the fee schedule governing your Account. If you make a stop payment request using this Service after 3:00 p.m. CT on any Business Day or at any time on a non-Business Day, we may consider your request to be received by us on the next Business Day we are open. See also paragraph 11 under the heading Schedule of Bill Payment Service below for additional details regarding cancellation of payments using the Bill Payment Service.

7. **Financial Management Software.** The Financial Management Software feature of the Online Banking Service (“FMS Service”) allows you to use financial management software (“FMS Software”) (e.g., Quicken®, or QuickBooks®) to access the Services and download Account information such as balance and transaction history. This section sets forth additional terms and conditions that apply whenever Customer uses or permits any other person(s) or entity to use the FMS Service. The terms and conditions contained in this section are limited to use of the FMS Service, and do not include use of products and services directly accessible through the Online Banking Service without the use of FMS Software. The Online Banking Service utilizes current releases of Quicken® and QuickBooks®, as may be made available from time to time from the respective software manufacturer. Customer is responsible for obtaining and maintaining any software that is required for the operation of the FMS Service. Customer’s use of the FMS Software is governed by the software license agreement(s) included with each software application. Customer must agree to the terms and conditions of the software license agreement(s) during the installation of the FMS Software on Customer’s Computer. Customer is responsible for the correct set-up and installation of the FMS Software, as well as maintenance, updates and upgrades to the FMS Software and/or Customer’s Computer. Bank makes no warranties nor accepts any liability for such software. Bank is not responsible for any problems related to the FMS Software itself, Customer’s Computer or Customer’s ability to connect using the FMS Software as described in this Agreement. Information about Account activity is synchronized between Customer’s FMS Software and the Online Banking Service website. Customer may access such information directly through the Online Banking Service. Information via Customer’s FMS Software may differ from the information that is available directly through the Online Banking Service. Information available directly through the Online Banking Service may not be available via Customer’s FMS Software, may be described using different terminology, or may be more current than the information available via Customer’s FMS Software. The method of entering instructions via Customer’s FMS Software may also differ from the method of entering instructions directly through the Online Banking Service. Bank is not responsible for such differences, whether or not attributable to Customer’s use of FMS Software. Customer is responsible for all transfers and payments that Customer authorizes using FMS Software. If Customer permits other persons to access the Online Banking Service using FMS Software, Customer is responsible for all transactions it authorizes from Account(s) accessed via FMS Software. Customer must establish its own internal security procedures for employees that Customer authorizes to use the Online Banking Service via FMS Software and to prevent unauthorized use by other employees or persons. This Agreement describes Bank’s responsibility for completing transfers and payments, and any exceptions from liability for its failure to do so. These rules apply to Customer’s transactions using FMS Software. Bank is not responsible for any problems that Customer may have utilized FMS Software to connect to the Online Banking Service if no known problem exists with Bank’s systems that might impede such connectivity, or if the problem is due to Customer’s software, Computer or Internet service. Customer should verify all Account data obtained and transactions executed on Customer’s Accounts using FMS Software. Bank’s records of transactions, instructions and communications regarding Customer’s Accounts and use of the Online Banking Service supersede any records stored or created on Customer’s Computer through the use of FMS Software. Customer is responsible for any and all obligations to any software vendor arising from Customer’s use of that vendor’s FMS Software.

8. **PFM**. You may also download your account information directly into your Personal Financial Management (PFM) service. You are responsible for separately purchasing such software and the Bank makes no warranties nor accepts any liability for such software. The Service supports WebConnect functionality for current and prior two versions of Intuit Quickbooks®, or Intuit Quicken®. The Service also supports the ability to create and import file types that may be supported by other software solutions.
9. **Bill Payment Service**. You can use this Service to schedule a recurring or one-time payment to your designated biller. The Bill Payment Service is covered in more detail in the Schedule of Bill Payment Service section of this Agreement.
10. **Mobile Services**. These Services may also be provided through our Mobile App. The Mobile Services are covered in more detail in the Schedule of Mobile Services section of this Agreement.
11. **New Services**. We may introduce new Services at any time and from time to time. We will notify you of the availability of any new Service. By using a new Service when it becomes available, you agree to be bound by the terms and conditions that apply to such Service. The description of any new Service and any additional terms and conditions that may apply to your use of such Service may be included in an additional schedule to this Agreement or in an additional appendix to an existing schedule, all of which are hereby incorporated into and made a part of this Agreement as of the initial date on which you use such Service.

#### **ELECTRONIC MAIL (email)**

1. To the extent permitted by applicable law, any Email you send us will not be effective until we receive it and have had a reasonable opportunity to act on it. We therefore strongly suggest that you report all matters requiring immediate attention (for example, reports of alleged unauthorized payments or errors or requests for stop payments) to us via phone or in paper form. We may, however, require you to provide us with confirmation of any oral or electronic stop payment request or notice of alleged error. You also agree that we may send you an electronic notice in response to any communication you send to us, regardless of whether your original communication to us was an Email.
2. Email transactions may not be secure. Thus, we request that you do not send us or ask for sensitive information such as account numbers, IDs, Passwords, social security numbers, account information, etc. via Email unless you are responding to us in response to a request through our secure email platform.
3. If we send you a notice via Email, you will be deemed to have received it upon the date of delivery, even if you do not access your Email after the time of delivery.

#### **ELECTRONIC ALERTS**

WE PROVIDE AUTOMATIC AND VOLUNTARY ELECTRONIC ALERTS. WE STRONGLY RECOMMEND THAT YOU DO NOT SUPPRESS THESE ALERTS AS SOME ARE INTENDED TO PROVIDE ADDED SECURITY TO YOUR SERVICE.

1. **Automatic Alerts** are sent to you following certain changes made online to your Services, such as a change in your Email address or telephone number. You do not need to activate these alerts.

2. **Voluntary Alerts must be activated by you.** These alerts allow you to customize account or bill-specific notifications. Because alerts are not encrypted, we will never include your identifying information such as any ID or account number. However, alerts may include your name and some information about your accounts. Depending on which alerts are sent, information such as your account balance or the due date for a payment may be included. Anyone with access to your Email may be able to view the contents of these alerts.
3. **Electronic alerts will be sent to the Email address you have provided as your primary Email address.** Alternatively, you may choose to receive alerts by designating a telephone number for receipt of a text message. If your Email address or telephone number changes, you are solely responsible for immediately notifying us of that change. We are not responsible for an alert not being delivered if you have not notified us of an Email or telephone number change or given us a reasonable amount of time to respond to such a request. You understand and agree that your alerts may be delayed or prevented by a variety of factors. We do our best to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert or for any errors in the content of an alert or for any actions taken or caused to be taken by you or any third party in reliance on an alert.

## **COMPLIANCE**

Customer and Bank shall comply with (i) the Account Agreements, and (ii) all applicable laws, regulations, rules and orders, including without limitation all applicable National Automated Clearing House Association (“NACHA”) operating rules and guidelines, the Uniform Commercial Code (“UCC”), the U.S. Department of the Treasury’s Office of Foreign Asset Control (“OFAC”) requirements, and all applicable laws, regulations and orders administered by the U.S. Department of the Treasury’s Financial Crimes Enforcement Network (“FinCEN”) (collectively the “Compliance Laws”). You understand that information regarding OFAC requirements can be obtained by calling the OFAC Compliance Hotline, toll free, at 1-800-540-OFAC. You also understand that failure to comply with the Compliance Laws could result in liability for fines and other penalties assessed against us pursuant to those Compliance Laws, which you agree to pay directly or to reimburse us.

OFAC is a division of the United States Department of the Treasury and is mandated to implement and enforce economic sanctions imposed by the U.S. Government against hostile foreign countries, their nationals, or other “specially designated” individuals or entities. These sanctions restrict banks and other businesses from doing business with those designated countries, individuals and/or entities.

## **SERVICES LIMITATIONS**

Certain restrictions apply to the number of internet transfers from the Liberty Business Savings Account processed in a statement cycle. Transfers from Savings Deposit Accounts to another Account or to third parties by preauthorized, automatic, telephone or Computer transfer or by draft, debit card, or similar order to third parties are limited to ten (10) per monthly statement cycle. There are no limits on withdrawals or transfers that Customer makes in person at any of Bank’s branches. If Customer exceeds these limits more than occasionally, Bank may convert the Customer’s savings Deposit Account to a transaction Deposit Account. If Bank converts Customer’s Deposit Account, Bank will tell Customer what kind of Deposit Account was used. A fee in the amount set forth in the Fee Schedule will be charged for each debit transaction from a savings Deposit Account in excess of the above limitations. (For a more detailed description of the limits on such transactions, please refer to the Deposit Account Agreement for business and non-consumer Accounts.) The activities you can perform with the Services may be further limited by, and are subject to, the terms disclosed in this Agreement and all applicable Account Agreements. You should refer to these agreements for applicable limitations.

## **OUR LIABILITY**

Unless expressly prohibited or otherwise restricted by applicable law or this Agreement, our liability is limited as follows: We shall not be liable to you or to any third party for performing or failing to perform any of the Services, except in the event of our gross negligence or willful misconduct in connection with the performance of (or failure to perform) any of the Services.

Without limiting the generality of the foregoing, we shall not be liable for delays that happen because of reasons beyond our reasonable control, including without limitation, acts of civil, military or banking authorities, national emergencies, war, riots, unavoidable difficulties with our equipment, the unavailability of the Services, any errors in information provided through the Services, any difficulties caused by any Internet or other service provider or browser software or any Computer failure, whether caused by a virus or otherwise. If, for any reason, we are adjudged liable to you, your recovery will be limited to your actual damages, in an amount not to exceed six times the total fees and charges paid by you to us for the Services during the calendar month immediately preceding the month in which the event giving rise to our liability occurred. You agree that the dollar limitation described in this paragraph is reasonable, even if your actual damages exceed this limitation.

IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM US ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES OR LOST PROFITS, REGARDLESS OF WHETHER YOU ADVISED US OR WE OTHERWISE KNEW OF THE LIKELIHOOD OF SUCH LOSSES OR DAMAGES.

### **YOUR LIABILITY**

You are solely responsible for the amount of each bill payment, funds transfer or other Service made using Business Online Banking and all fees or other amounts incurred in connection with any such Services, even if you did not authorize the bill payment, funds transfer or other Service. You agree to indemnify us and hold us harmless from and against any and all losses, liabilities, claims, damages or expenses (including reasonable attorneys' fees and court costs and expenses) arising from or related to your access or use of the Services.

### **CONFIDENTIALITY AND SECURITY**

We are committed to protecting the security and confidentiality of information about your Account(s) and use of Business Online Banking. The Customer ID and the User IDs identify and authenticate you and your Authorized Users to us when you access or use any of the Services. You authorize us to rely on the Customer ID and all User IDs to identify you and your Authorized Users when you access or use any of the Services and as signature authorization for any bill payment, funds transfer or other Service. You acknowledge and agree that we are authorized to act on any and all communications or instructions we receive using the IDs and that we may attribute to you any and all transactions initiated using the Customer ID and any User ID, regardless of whether the communications, instructions or transactions are authorized.

All transactions initiated with the Customer ID and a User ID and approved using Security Tokens or One Time Passcodes (where applicable) will be attributed to you.

You accept as your sole responsibility the selection, use, protection and maintenance of confidentiality of, and access to, all IDs and Security Tokens.

You agree to use your commercially reasonable best efforts to safeguard all IDs and Security Tokens and keep them confidential.

You agree not to reveal any ID to any unauthorized person, nor allow any unauthorized person access to a Security Token.

You further agree to notify us immediately if you believe that the confidentiality of any ID or authorized use of any Security Token has been compromised in any manner.

YOU ACKNOWLEDGE THAT WE WILL NEVER ASK YOU FOR YOUR PASSWORD, AND THAT OUR EMPLOYEES DO NOT NEED YOUR OR ANY OF YOUR EMPLOYEES' PASSWORD FOR ANY REASON.

In order to protect yourself against fraud, you agree that you and each of your Authorized Users will adhere to the following:

- 1. You shall maintain adequate internal security controls to prevent any unauthorized access to Business Online Banking or unauthorized use of any of the Services. Such security controls shall include maintaining up-to-date and industry-standard antivirus and anti-malware detection and eradication programs, maintaining properly configured firewalls, maintaining a process that ensures systems remain current with all software patches and updates and using commercially reasonable best efforts to safeguard access to all IDs, including without limitation all Passwords, used in connection with initiating and/or approving access to and use of any of the Services and usage of all Security Tokens issued by the Bank for use by Authorized Users in approving any ACH or wire transfer transactions.**
- 2. You shall maintain adequate internal security controls to prevent any unauthorized access to Business Online Banking or unauthorized use of any of the Services. Such security controls shall include maintaining up-to-date and industry-standard antivirus and anti-malware detection and eradication programs, maintaining properly configured firewalls, maintaining a process that ensures systems remain current with all software patches and updates and using commercially reasonable best efforts to safeguard access to all IDs and Passwords used in connection with initiating and/or approving access to and use of any of the Services and usage of all Authentication Devices issued by the Bank for use by Authorized Users in approving any transactions.**
- 3. You shall not give out any Account information, any Authentication Device, any ID, or any Password to anyone.**
- 4. You shall not leave any Computer unattended while using Business Online Banking. You shall always log off of your Services session by logging out and you shall always close any browser on a Computer after using Business Online Banking, even after log-off.**
- 5. You shall never leave any Account information within range of any unauthorized individual.**
- 6. You shall not send privileged account information (such as Account numbers, IDs, Passwords or taxpayer identification numbers) in any public or general Email system.**

## **UNAUTHORIZED USE**

If you have reason to believe that an ID or Password has been lost, stolen or otherwise compromised (or may be compromised) or that a bill payment, funds transfer or other Service has been or may be made with an ID and/or Authentication Device without your permission, you must call our Customer Contact Center on any Business Day during our normal business hours, or write (including without limitation communication via Email during our normal business hours) to our Customer Contact Center. The telephone number, mailing address and Email address of our Customer Contact Center is listed in the Contact Us section of this Agreement. You should also immediately change all IDs and replace all Security Tokens or other Authentication Devices. The occurrence of any unauthorized access to Business Online Banking or unauthorized bill payment, funds transfer or other Service will not affect your responsibility to cover the full cost and expense of any such unauthorized access, payment, transfer or other Service when the Bank has acted in good faith prior to our receiving any notification of unauthorized access or use from you and prior to our having a reasonable period of time after our receipt of

such notice to take such steps as are necessary to prevent such unauthorized bill payment, funds transfer or other Service.

In addition to the requirements contained in the immediately preceding paragraph, if you have reason to believe that any Authorized User's User ID, Password or other Authentication Device has been lost, stolen or otherwise compromised (or may be compromised) or that a bill payment, funds transfer or other Service has been or may be made with any Authorized User's User ID, Password or other Authentication Device without your permission, you must contact an Administrator, who must in turn deactivate, and has the sole responsibility for deactivating, any such User ID and retrieving any such Authentication Device. In no event will we be liable for any unauthorized transaction that occurs with any Authorized User's User ID, Password or other Authentication Device.

## **DISCLAIMER OF WARRANTY**

UNLESS THE DISCLAIMER OF SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT USE OF THE SERVICES BY ANY MEANS AND THE COMPUTER IS AT YOUR SOLE RISK, THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT WE DO NOT MAKE ANY WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES, EITHER EXPRESS OR IMPLIED, SUCH AS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

## **VIRUS AND MALWARE PROTECTION**

We are not responsible for any virus or viruses, electronic or otherwise, which you may encounter. YOU MUST routinely scan your computer using a virus and malware protection product(s). An undetected virus and/or malware may corrupt and destroy your programs, files and hardware. Malware may result in unauthorized transactions from your Online Account(s) for which you would be liable.

## **SUSPENSION**

We reserve the right to suspend your access to and use of the Services for any reason. If we do this, we may notify you in a manner provided for in this Agreement; however, we are not under any obligation to do so. If your access to and use of the Services is suspended, transactions which were previously scheduled may be canceled; however, we will not be liable to you whether we cancel such transaction or if we allow a transaction to be completed. All inquiries or correspondence relating thereto, including requests for reinstatement, should be directed to us at the address listed in the Contact Us section below. Where we suspect fraud for any reason, we reserve the right to suspend your access to any and all of the Services immediately and indefinitely.

## **AMENDMENTS TO TERMS AND CONDITIONS**

Bank may, at any time, amend this Agreement in its sole discretion from time to time. Except as expressly provided otherwise in this Agreement, any such changes generally will be effective in accordance with the notice to Customer as described in the Notice/Address Changes section below. Customer will be deemed to accept any such changes if Customer accesses or uses any of the Services after the date on which the change becomes effective. Customer will remain obligated under this Agreement, including without limitation, being obligated to pay all amounts owing thereunder, even if Bank amends this Agreement. Notwithstanding anything to the contrary in this Agreement, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may immediately initiate changes to any security procedures and provide prompt subsequent notice thereof to Customer.

## **NOTICES/ADDRESS CHANGES**

Except as otherwise expressly provided in this Agreement, all Customer communications and inquiries, including without limitation all notices that are required or permitted to be given by Customer (including all documents incorporated herein by reference) shall be made to Bank as follows:

Except as otherwise expressly provided in this Agreement, all Customer communications and inquiries, including without limitation all notices that are required or permitted to be given by Customer (including all documents incorporated herein by reference) shall be made to Bank as follows:

Postal Mail: If Customer chooses to give written notice, Customer must write Bank at the following address: Old Glory Bank, P.O. BOX 127, Elmore City, Oklahoma, 73433

Telephone: Customers may contact us directly at 580-788-2213 or at our Customer Service Center at (888) 446-5345

Email: Customers can contact Bank by email at: [customerservice@oldglorybank.com](mailto:customerservice@oldglorybank.com).

**PLEASE NOTE** that banking transactions through Bank's Business Online Banking Service are not made via email. Regular email is NOT secure. **Customer shall not send confidential or sensitive information, such as a social security numbers, account numbers, or any Authentication Devices within the body of an email or any attachments thereto.**

All written notices and communications shall be sent by first class mail, postage prepaid, certified mail or via nationally recognized overnight courier and addressed to Bank at the address provided above. All such notices shall be effective upon receipt.

Customer authorizes Bank to, and Customer agrees that Bank may, send any notice or communication that Bank is required or permitted to give to Customer under this Agreement, including but not limited to notice of any change to the Services or this Agreement to Customer's business mailing address or Customer's business email address as it appears on Bank's records or electronically by posting the notice on Bank's website, on or with an Account statement or via facsimile and that any such notice or communication will be effective and deemed delivered when provided to Customer in such a manner. Customer agrees to notify Bank promptly about any change in Customer's business mailing or Customer's business email address and acknowledges and agrees that no such change will be effective until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that Bank may consider any such notice or communication as being given to all Account owners when such notice or communication is sent to any one Account owner at the last known address or email address as provided to Bank by Customer, even if such notice is returned to the Bank as undeliverable.

## **CONTACT US**

Old Glory Bank, PO Box 20550, Oklahoma City, OK, 73156, Phone: 888-446-5345 or Customer Service at 888-446-5345, Email: [Customerservice@oldglorybank.com](mailto:Customerservice@oldglorybank.com).

## **TERMINATION**

Unless otherwise required by applicable law, we may terminate this Agreement, in whole or in part, for any reason and at any time without prior notice to you. You also may terminate this Agreement and the use of all Authentication Devices and Services by calling us or writing to us at the telephone number or mailing address set forth in the Contact Us section above. If you call, you must confirm your request in writing and send it to us within five (5) Business Days after you call. Any request to terminate your access to and use of the Services will be effective only after we have had a reasonable opportunity to act on your request.

If this Agreement is terminated for any reason, you must cancel all outstanding bill payments, transfers and other Services, including any automatic or recurring bill payments or funds transfers. We may continue to issue bill payments, to transfer funds and to perform other Services you have previously authorized after receipt of your request to terminate this Agreement until such reasonable period of time as may be required for us to act upon your request. We will not be liable for any bill payment, transfer of funds or performance of any other Service that we may process after receipt of your request to terminate this Agreement and before our acting upon your request. We will also not be liable for not processing any bill payment, transfer of funds or performance of any other Service after we receive any request from you, whether by phone or in writing, to terminate this Agreement.

Any termination of this Agreement, whether initiated by you or by us, will not affect any of your or our rights and obligations under this Agreement which have arisen before the effective date of termination of this Agreement. In addition, the provisions of this Agreement relating to your and our liability and the disclaimer of warranties shall survive the termination of this Agreement.

If you do not access Business Online Banking, sign on to any of the Services or have any transaction scheduled through any of the Services during any consecutive 90-day period we may cancel your Services and require you to reapply. If you do not pay at least one bill during any consecutive 90-day period, we may cancel your Bill Payment Service and require you to reapply.

## **DISPUTES**

Any dispute relating in any way to this Agreement shall be submitted to confidential arbitration in the State of Oklahoma. Arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no such arbitration shall be joined to an arbitration or any other action or proceeding involving any other party subject to an agreement with us governing such party's access to and/or use of services through Business Online Banking, whether through class action or arbitration proceedings or otherwise.

## **GOVERNING LAW**

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Oklahoma, without regard to its applicable conflict of law principles, and the applicable laws of the United States. You and we agree to be bound by, and hereby consent and agree to, such laws with respect to any claim relating to this Agreement. In the event of a conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation. In the event of a dispute regarding the Services, you and we agree to resolve the dispute by looking to the terms and conditions contained herein, and as detailed in the "Disputes" provisions contained above.

## **ASSIGNMENT; BINDING EFFECT**

Bank may assign any of its rights or delegate any of its responsibilities in whole or in part without notice to or consent from Customer. Customer may not assign, delegate or otherwise transfer its rights or responsibilities under this Agreement without the Bank's prior written consent, which consent Bank may grant or withhold in its sole discretion.

## **NO WAIVER**

No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

## **SEVERABILITY**



If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which Bank is subject and that governs or affects the transactions contemplated by this Agreement would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of Bank's compliance with such statute, regulation or policy.

## **ENTIRE AGREEMENT**

You acknowledge and agree that any access to or use of the Services constitutes acceptance of the terms of this Agreement, and that, subject to the provisions set forth further below, this Agreement as it may be amended at any time and from time to time, including all schedules of current and any future services and all appendices to such schedules, all of which are incorporated hereby and made a part of this Agreement, contains the entire and final agreement and expressly supersedes all prior agreements and understandings, both written and oral, between you and us concerning Business Online Banking or the Services.

Your use of the Services pertaining to ACH and/or wire transfer transactions are also governed by the terms of the Payment Order Agreement pursuant to which such Services are provided to you. In the event of any conflict between the terms of this Agreement and the terms of such Payment Order Agreement, the terms of the Payment Order Agreement shall govern.

Each of your Online Accounts is also governed by the Account Agreement applicable thereto and, if applicable, the terms and conditions of any loan documents. If any provision of any Account Agreement is inconsistent with a provision of this Agreement, the provisions of this Agreement will govern. If any provision of this Agreement is inconsistent with a provision of your loan documents, the provisions of your loan documents will govern.

The Terms of Use which generally govern any access to or visit to our web site will also govern your access to and use of the Services. You can access these Terms of Use by clicking on the word "Terms of Use" appearing at the bottom of the home page of our web site located at [www.oldglorybank.com](http://www.oldglorybank.com).

## **MONITORING AND RECORDING**

You acknowledge and agree that your telephone calls and other notices and communications you provide to us may be monitored and recorded for training and quality control purposes. We may, and you agree and authorize us to, monitor, record, retain and reproduce your telephone calls and any other notices and communications you provide to us, regardless of how transmitted to us, as evidence of your authorization to act in connection with any bill payment, transfer of funds or other Service. We will not be liable to you or any third party for any losses or damages that are incurred as a result of these actions. We are not, however, under any obligation to monitor, record, retain or reproduce such items, unless required to do so by applicable law.

## **RELATIONSHIP**

You and we are not partners, joint venturers or agents of each other as a result of this Agreement.

## **SECTION HEADINGS**

The section headings used in this Agreement are only meant to organize this Agreement, and do not in any way limit or define your or our rights or obligations.

## **SCHEDULE OF BILL PAYMENT SERVICE**

Reference is made to that certain Business Online Banking Agreement between Old Glory Bank and the Customer that is a party thereto, as the same may be amended, revised or restated at any time and from time to time (the "Agreement"), to which this Schedule of Bill Payment Service (this "Bill Pay Service Schedule") is incorporated into and made a part thereof.

All capitalized terms used in this Bill Pay Service Schedule that are not defined herein are used with the meanings given to them in the Agreement.

You acknowledge and agree that your access to and utilization of the Bill Payment Service is governed not only by the terms of this Bill Pay Service Schedule, but also by the terms of the Agreement, and such terms shall be and hereby are incorporated into this Bill Pay Service Schedule as if set forth herein in their entirety. In the event of any conflict between the terms of the Agreement and the terms of this Bill Pay Service Schedule as applied in each case to your access to and utilization of the Bill Payment Service, the terms contained in this Bill Pay Service Schedule shall control.

- 1. After we approve your request, the Bill Payment Service will permit you to direct payments from your Bill Payment Account(s) to third parties you wish to pay. Through the Bill Payment Service, you can pay bills from your Bill Payment Account(s) to businesses or individuals. In addition, you may use the e-Bills feature to receive bills from participating Payees, view Payee bill summaries and bill detail information. The Bill Payment Service will remain available for use until it is terminated, either by you or the Bank.**
- 2. All payments you make will be deducted from your selected Bill Payment Account(s), and you agree that we may debit your selected Bill Payment Account(s) for such payments without requiring your signature on the item and without prior notice by you. The Bill Payment Service will draft your Bill Payment Account(s) to make payments for bills you have authorized. These drafts will be posted to your selected Bill Payment Account in the same way as a check. All bill payments must be payable in U.S. dollars to a Payee located in the United States. We reserve the right to restrict types of Payees to whom payments may be made using this Service at any time and from time to time.**
- 3. You should not use the Bill Payment Service to make payments to unlawful internet gambling sites or to settle securities purchases, tax payments, insurance payments, payments for government fees, court ordered payments, or payments to foreign vendors or persons. Payments for these Payees will be your sole responsibility if delayed or improperly processed or credited.**
- 4. Funds must be available in your selected Bill Payment Account on the Scheduled Payment Date. If the date you schedule a payment to be initiated falls on a non-Business Day, funds must be available in your selected Bill Payment Account the following Business Day. If a payment has been made to one of your designated Payees for which funds are not available in your selected Bill Payment Account, and we are unable to recover the amount of the payment by debit to the Payee or by charging your Bill Payment Account, you agree to repay the funds owed immediately upon demand.**
- 5. Bill payments can be made for any amount up to \$10,000 per item and in total per day, which is subject to change in our sole discretion at any time and from time to time. You may choose to schedule payments to recur in the same amount at regular intervals (e.g., weekly, monthly, bi-monthly). You must schedule a payment to a new Payee at least five Business Days before any payment due date, to allow us time to set up the Payee and verify information about your selected Bill Payment Account with the Payee.**
- 6. You authorize us and any third party acting on our behalf to choose the most effective method to process your payment, including without limitation, electronic, paper or some other means. Checks may be drafted against your selected Bill Payment Account. If the payment is an electronic payment, you must schedule it to be made at least three Business Days prior to the payment due date (which is the due date shown on your invoice or provided in your agreement with the Payee, not taking into account any applicable grace period). However, if the Payee cannot accept an electronic payment, and a paper check payment is to be made, you must schedule that payment to be made at least five Business Days prior to the payment due date described above.**

You may schedule payments during the “grace period”, but any late charges associated with payments so scheduled will be your responsibility regardless of the cause of the late payment. If you do not follow these time frames, we shall not be liable for any failure to make payment. You will bear full responsibility for all penalties, late fees, finance charges, damages or other actions taken by the Payee caused by or otherwise resulting from your scheduling.

7. Expedited payments may be available for an additional fee, which will be charged to your selected Bill Payment Account at the time of your request. Expedited payments are available for a limited number of Payees based on biller capabilities, time of day, payment delivery mechanisms and other factors. Expedited overnight checks will be unavailable for delivery to any post office box address, any location in Alaska or Hawaii or any location in any foreign or U.S. territory outside of the contiguous United States and District of Columbia. You are responsible for the proper entry of the Payment Instructions and address. Due to the need to expedite the payment, Payment Instructions will be completed immediately upon submission, and you will not have the ability to edit or cancel the payment instruction after completion of the request.
8. The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. Even if we fail to exercise ordinary care, the Bank will not be liable in any way for damages incurred by you if you do not have sufficient funds in the Bill Payment Account to make the payment on the processing date, for delays in mail delivery, for changes to the Payee’s address or account number (unless you have advised the Bank of the change sufficiently in advance), for failure of any Payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond the reasonable control of the Bank.
9. If the session during which you schedule a payment ends by 6 p.m. CT, the Bank will be considered to have received it on that day if it is a Business Day. Otherwise, it will be considered received on the following Business Day. For all entries made using Online Banking or Bill Payment Service, the time recorded by the Online Banking or Bill Payment Service will be considered the official time of the transaction.
10. If you have instructed us to make a payment for which there are insufficient available funds in your selected Bill Payment Account on the date the payment is debited thereto, the payment will not be made and the Bill Payment Service will be blocked, automatically canceling future recurring and scheduled payments. Under such circumstances, it is your responsibility to contact us to resolve the matter. Your Bill Payment Service will not be unblocked until you contact us; simply making a deposit into a Bill Payment Account will not reactivate the Bill Payment Service. If the matter is resolved to our satisfaction, we will unblock the Bill Payment Service to reactivate it for your subsequent use. Once the Bill Pay Service is reactivated, recurring payments will resume from the date on which the Bill Payment Service has been reinstated. However, scheduled payments will have to be rescheduled, and any payments that should have occurred during the period that the Bill Payment Service was blocked will not be paid in arrears, and you will have to reschedule those payments.
11. If you choose to cancel a payment you made using the Bill Payment Service, you may cancel or change the payment prior to 6 p.m. ET on the Business Day before the transaction is scheduled to be initiated, noted in the Bill Payment Service as a pending payment. You may also contact the Bank to place a stop payment on a payment scheduled using the Bill Payment Service. Such request must be made prior to 10:00 p.m. local time on the Business Day before the transaction is scheduled to be initiated to be effective dated for that date. You may cancel a check payment at any time either in the Bill Payment Service or by contacting us, providing that the check has not been negotiated or in route to the Bank when your stop payment request was initiated. In either case, we may not have a reasonable opportunity to act on any stop payment. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so if we do not receive your request in a timely manner. See also paragraph 6 under the heading Business Online Banking Services above for additional details regarding stop payment requests using Business Online Banking.
12. e-Bill is a feature of the Bill Payment Service that enables you to receive bills electronically from participating Payees. Participating Payees establish their own criteria for reviewing requests to

receive e-Bills and have sole discretion to accept or decline your request. We do not participate in this decision. Participating Payees generally take up to five Business Days to approve an e-Bill set-up request. In some cases, we obtain the e-Bill from the web site of the Payee. To do so, we may ask you for information needed for this purpose, such as any required password to access the Payee's billing site. When you provide this information, you authorize us to access the third-party web site to retrieve the account information on your behalf, and you appoint us your agent for this limited purpose. We take no responsibility if a Payee does not provide the necessary data to forward an e-Bill in a timely manner. If you do not receive a bill, it is your responsibility to contact the Payee directly. We are not responsible for any late charges or other adverse consequences. Any questions regarding your bill details should be directed to your Payee. All parties have the right to cancel this Service at any time. We will notify you if the Bank discontinues e-Bills. If you request that an e-Bill be discontinued, we require seven Business Days for the Payee to receive and process the request. When you establish e-Bill with a participating Payee you will provide certain information that will be provided to the Payee to complete your enrollment. We are not liable for the security of any such information provided to a Payee. If you have concerns about the future use of any such information you should contact the Payee directly.

## **SCHEDULE OF MOBILE BANKING SERVICES**

Reference is made to that certain Business Online Banking Agreement between Old Glory Bank and the Customer that is a party thereto, as the same may be amended, revised or restated at any time and from time to time (the "Agreement"), to which this Schedule of Mobile Services (this "Mobile Service Schedule") is incorporated into and made a part thereof.

All capitalized terms used in this Mobile Service Schedule that are not defined herein are used with the meanings given to them in the Agreement.

You acknowledge and agree that your access to and utilization of the Mobile Banking Services is governed not only by the terms of this Mobile Banking Service Schedule, but also by the terms of the Agreement (the "Agreement Terms") and those certain Terms and Conditions that an Authorized User has accepted on your behalf as a condition to the Authorized User's use of the Mobile Banking App and the Mobile Banking Services provided to you by means of the Mobile Banking App (the "Mobile Banking App Terms & Conditions"), and the Agreement Terms and the Mobile App Terms & Conditions shall be and hereby are incorporated into this Mobile Banking Service Schedule as if set forth herein in their entirety. In the event of any conflict between the Agreement Terms or the Mobile Banking App Terms & Conditions and the terms of this Mobile Service Schedule as applied in each case to your access to and utilization of the Mobile Banking Services, the terms contained in or otherwise incorporated into this Mobile Banking Service Schedule shall control.

- 1. Certain Services are made available as Mobile Services. The full range of Mobile Services may vary at any time and from time to time depending upon the range of functionality available through the Mobile App. The extent to which some or all of the Mobile Services are made available to any Authorized User remains subject to your discretion and you are fully responsible for the access to and/or use of any Mobile Services by any Authorized User, including without limitation ensuring that each Authorized User who accesses and/or uses some or all of the Mobile Services (i) has been duly authorized to do so by you through the necessary and appropriate action of an Administrator, (ii) fully understands how to use the Mobile Services, and (iii) exercises appropriate caution and judgment when utilizing the Mobile Services, including securing all mobile devices on which the Mobile App has been installed by such Authorized User. In addition to the foregoing, and not in limitation thereof, you acknowledge and agree that you are fully responsible for any and all transactions undertaken by any Authorized User through use of the Mobile Services and that we are not liable for any losses or other damages that you may incur as a result of any such transactions, whether or not authorized by you.**

2. **You agree to accept all responsibility for any instructions sent to us from any mobile device on which the Mobile App has been installed and you authorize us to act on these instructions. We are not liable for any losses or other damages that you may incur as a result of our acting on any such instructions, whether or not authorized by you.**
3. **It is your responsibility to contact us immediately if you know of or suspect any unauthorized access to or use of any Mobile Services, including use of any ID or Password in connection therewith.**
4. **We make no representations that any content or use of the Mobile Services is available in locations outside of the United States. You acknowledge and agree that accessing and/or using the Mobile Services from locations outside of the United States is at your own risk.**
5. **Certain Mobile Services, as may be currently provided through the Mobile App or as may be provided thereby in the future may be provided pursuant to terms and conditions that are in addition to the Agreement Terms, the Mobile App T&C and the terms contained in this Service Schedule. The description of any such Mobile Service and the additional terms and conditions that apply to your use of such Mobile Service are or will be included in an additional appendix to this Service Schedule, which is hereby incorporated into and made a part of this Service Schedule as of the initial date on which you use such Mobile Service. By using any such current or future Mobile Service, you agree to be bound by the terms and conditions that apply to such Mobile Service, which include all of the Agreement Terms, the Mobile App T&C, the terms contained in this Service Schedule and the terms and conditions contained in the appendix to this Service Schedule that specifically apply to such Mobile Service.**

## **APPENDIX OF MOBILE CHECK DEPOSIT SERVICE**

Reference is made to that certain Business Online Banking Agreement between Old Glory Bank and the Customer that is a party thereto, as the same may be amended, revised or restated at any time and from time to time (the "Agreement"), and that certain Schedule of Mobile Services (the "Mobile Services Schedule") to which this Appendix of Mobile Check Deposit Service (this "Appendix") is incorporated into and made a part thereof.

All capitalized terms used in this Appendix that are not defined herein are used with the meanings given to them in the Agreement or the Mobile Services Schedule as applicable.

You acknowledge and agree that your access to and utilization of the Mobile Check Deposit Service that is covered by this Appendix (the "Mobile Deposit Service") is governed not only by the terms of this Appendix, but also by the Agreement Terms, the Mobile App T&C and the terms and conditions contained in the Mobile Services Schedule (the "Service Schedule Terms"), and the Agreement Terms, the Service Schedule Terms and the Mobile App T&C shall be and hereby are incorporated into this Appendix as if set forth herein in their entirety. In the event of any conflict between the Agreement Terms or the Service Schedule Terms or the Mobile App T&C and the terms contained in this Appendix as applied in each case to your access to and utilization of the Mobile Deposit Service, the terms contained in this Appendix shall govern.

1. **As used in this Appendix, the term "Bank" includes any third-party processor that performs services on behalf of the Bank in connection with the Mobile Deposit Service, including but not limited to the receipt and processing of images and check data and any notices related thereto.**
2. **You may deposit certain checks using the Mobile App to any Online Account from your office or other remote location using a mobile device capable of capturing electronic images of the front and back of certain eligible checks and transmitting to the Bank via the Internet the images and other deposit information, including but not limited to the magnetic ink character recognition ("MICR") line, in accordance with the procedures outlined in this Appendix. Any such deposit is referred to in this Appendix as a "Mobile Deposit".**
3. **You acknowledge and agree that a Mobile Deposit is not an "electronic fund transfer" as such term is defined in Regulation E of the Consumer Financial Protection Bureau at 12 C.F.R. § 1005.3**

and referred to in the Bank's business deposit account handbook ("Understanding Your Deposit Account").

4. Subject to your compliance with the terms and conditions contained in this Appendix, the Bank will process any Mobile Deposit according to our funds availability policy and enter the images of the check into the collection process, in accordance with the terms of the applicable Account Agreement pertaining to the Online Account into which the Mobile Deposit is to be made and this Appendix.
5. You agree to scan and deposit only checks as that term is defined in the Consumer Financial Protection Bureau's Regulation CC ("Reg CC"). You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. You agree that you will not use the Mobile Deposit Service to deposit any of the following checks or other items ("Prohibited Checks"):
  - Checks or items payable to any person or entity other than you.
  - Checks or items containing alterations to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
  - Checks or items previously converted to a substitute check, as defined in Reg CC.
  - Checks or items drawn on a financial institution located outside the United States.
  - Checks or items that are remotely created checks, as defined in Reg CC.
  - Checks or items not payable in United States currency.
  - Checks or items dated more than 6 months prior to the date of deposit.
  - Checks prohibited by the Bank's procedures relating to the Mobile Deposit Service or which are otherwise not acceptable under the Account Agreement pertaining to the Online Account into which you seek to make such Mobile Deposit.
  - Checks payable on sight or payable through drafts.
  - Checks with any endorsement on the back other than that specified in this Appendix.
  - Checks that have previously been negotiated or submitted through the Mobile Deposit Service or a remote deposit capture service offered at any other financial institution.
  - Checks that are drawn or otherwise issued by the U. S. Treasury Department.
  - Money Orders or Postal Money Orders; and
  - Travelers Checks. You hereby grant us a security interest in all of your Accounts or other deposits (whether general or special) at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to the Bank under this Appendix to the maximum extent permitted by applicable law. This security interest will survive any termination of your use of the Mobile Deposit Service.
  - You agree that we may, in our sole discretion, amend the list of Prohibited Checks from time to time. If you deposit a Prohibited Check, you agree to indemnify and reimburse the Bank for, and hold the Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) the Bank may incur associated with any warranty, indemnity or other claim related thereto.
6. The images of checks transmitted to the Bank using the Mobile Deposit Service must be legible, as determined at our discretion. Without limiting the foregoing, each image of each check must be of such quality that the following information can be clearly read and understood by sight review of such image:
  - The amount of the check
  - The payee of the check
  - The signature of the person who wrote the check
  - The date of the check
  - The check number
  - The information identifying the drawer and the paying bank that is preprinted on the check, including the MICR line; and
  - All other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

Each image shall also comply with any other requirements established from time to time by the Bank and shall meet all standards for image quality established by the American National Standards Institute, the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

7. You agree to restrictively endorse any check transmitted through the Mobile Deposit Service with your name and the legend "FOR MOBILE DEPOSIT ONLY" or as otherwise instructed by the Bank. You shall scan the front and back of each check to be deposited and thereby capture the image of the front and back of each check and any other required data from each check and transmit the images to be deposited and all other required data and information from or pertaining to such checks to the Bank in accordance with the terms of this Appendix. We reserve the right to amend the terms contained in this Appendix, with or without prior notice to you. You agree to comply at all times with the Bank's safety and security procedures published on our website or otherwise provided to you and to safeguard the confidentiality and security of the security procedures and all other proprietary property or information the Bank provides to you in connection with the Mobile Deposit Service and to notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. You acknowledge, understand and agree that the security procedures are not designed for the detection of errors. The Bank is not, and will not be, obligated to detect errors by you or others, even if the Bank takes certain actions from time to time to do so. To ensure accuracy, you shall key the amount of each check prior to transmitting the Mobile Deposit in accordance with the terms of this Appendix. You may send multiple Mobile Deposits to the Bank on the same day, not to exceed the deposit limits assigned to you by the Bank.
8. You agree that you shall be solely liable for, and the Bank shall not have any liability whatsoever to you for, any Mobile Deposit or the images or other information contained therein that are not received by the Bank. You also agree to be liable for Mobile Deposits or the images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission. You agree that the Bank has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit, or the images or other information contained therein transmitted through the Mobile Deposit Service, at our discretion, without liability to you. Unless required by applicable law, the Bank has no obligation to notify you of the rejection of a Mobile Deposit or the images or other information contained therein and shall have no liability to you for failing to do so. A Mobile Deposit is considered received by the Bank when a complete copy of the Mobile Deposit has been written on a Bank electronic storage device in conformity with the Bank's technical and operational requirements. To meet the cut-off time referenced in the Bank's funds availability policy, the Mobile Deposit must be received by the Bank prior to the cut-off time and successfully pass the edits for conformity with the technical requirements. For the purpose of determining when a Mobile Deposit has been delivered and received, the Bank's records shall be determinative.

Upon receipt of a Mobile Deposit submitted by you, the Bank may examine such Mobile Deposit and the images and other information contained therein to ensure that you have complied with the terms of this Appendix. If the Bank determines that you have not complied with the terms of this Appendix or if errors exist in the images or other information contained in the Mobile Deposit, the Bank, in its sole discretion, may either reject the Mobile Deposit or elect to correct the error, and accept and process the corrected Mobile Deposit (a "Corrected Mobile Deposit"). As a form of correction, the Bank may credit your Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. The Bank may, at its option, also perform a risk management analysis of one or more Mobile Deposits submitted by you to detect potentially fraudulent checks, and, in its sole discretion, the Bank may reject any such Mobile Deposit, the images or other information contained therein. If after examination of a Mobile Deposit, the images and other information contained therein, the Bank determines that you have complied with the terms of this Appendix, the Bank shall accept the Mobile Deposit for deposit to the Online Account that you have specified for such deposit. Notwithstanding that the Bank has accepted a Mobile Deposit for processing, any credit made to any of your Accounts in connection

therewith shall be provisional until the final settlement of the deposited item, and you shall remain liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, the Bank.

9. Funds from your Mobile Deposit that are received and accepted by the Bank will be made available to you according to our funds availability policy, as outlined in the applicable Account Agreement. The Mobile Deposit Service is subject to transaction limitations and the Bank reserves the right to change our funds availability policy, in our sole discretion, subject to applicable law.
10. You shall mark, stamp, or write on the original check "Electronically Presented" after scanning the check. You agree to securely store the original check for a period of ninety-one (91) calendar days from the date of the image transmission (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that (a) only authorized persons shall have access to original checks, (b) the information contained on such checks shall not be disclosed, (c) such checks will not be duplicated or scanned more than one time, and (d) such checks will not be deposited or negotiated in any form. During the Retention Period, you agree to promptly (but in all events within 5 business days) provide the original check to the Bank upon request. The risk of loss due to the unavailability of the original or a copy of a check for any reason, during the Retention Period, shall be exclusively on you.

Upon expiration of the Retention Period, you shall securely and irretrievably destroy the original checks you transmitted using commercially reasonable methods of destruction. You are obligated to ensure that the original checks are not accessed by unauthorized persons during the storage, destruction and disposal process and once destroyed, the original checks will be un-processable and all sensitive personal and financial information undecipherable. You hereby indemnify the Bank for, and hold the Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the retention and destruction of original checks by you.

11. We reserve the right to establish limits on the amount(s) and/or number of deposits that you may transmit using the Mobile Deposit Service and to modify such limits from time to time. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit. If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Appendix, and we will not be obligated to allow such a Mobile Deposit at other times. The Bank reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.
12. In order to use the Mobile Deposit Service, you must obtain and maintain, at your sole cost and expense, a compatible mobile device and/or other hardware and software that meets all technical requirements, as specified by the Bank from time to time, for the proper delivery of the Mobile Deposit Service and that fulfills your obligation to obtain and maintain secure access to the Internet. The Bank is not responsible for any third-party software you may need to use for the Mobile Deposit Service. Any such software is accepted by you "as is" and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at the time of download and installation. You understand and agree that you may also incur, and shall pay, any and all expenses related to the use of the Mobile Deposit Service, including but not limited to telephone, mobile data, or internet service charges. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Mobile Deposit Service and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements. The Bank is not responsible for, and you hereby release the Bank from, any and all claims or damages resulting from, or related to, any virus or malware or related problems that may be associated with your using electronic mail or the Internet. The Bank is not responsible for, and you hereby release the Bank from, any and all claims or damages resulting from, or related to, defects in or malfunctions of



your hardware or software, or failures of or interruptions in any electrical, telephone, mobile data, or Internet services. The Bank hereby advises you, and you hereby agree, to scan your mobile device, hardware and software on a regular basis using a reliable virus detection product in order to detect and remove viruses or harmful malware.

13. The manner in which the images are cleared, presented for payment, and collected shall be in the Bank's sole discretion, subject to applicable law and the applicable Account Agreement. The Bank, in its sole discretion, shall select the clearing agents used to collect and present the images, and the Bank's selection of the clearing agents shall be considered to have been designated by you.
14. You agree that the Bank retains all ownership and proprietary rights in the Mobile Deposit Service, associated content, technology, and website(s), including but not limited to the object and source codes therefor, and any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining thereto. Your use of the Mobile Deposit Service is subject to and conditioned upon your complete compliance with the terms of this Appendix. Without limiting the effect of the foregoing, any breach of the terms of this Appendix shall result in the immediate termination of your right to use the Mobile Deposit Service. Without limiting the restriction of the foregoing, you may not use the Mobile Deposit Service (i) in any anti-competitive manner, (ii) for any purpose that would be contrary to our business interest, or (iii) to the Bank's actual or potential economic disadvantage in any respect. You may use the Mobile Deposit Service only for the purpose intended in accordance with this Appendix. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer, reverse compile, or create derivative works from any of the technology used to provide the Mobile Deposit Service.
15. You hereby warrant to the Bank now and at the time of each Mobile Deposit as follows:
  - You will only deposit checks that are authorized under the terms of this Appendix and the applicable Account Agreement.
  - You will not (i) create duplicate images of the checks, (ii) transmit a duplicate image to us, or (iii) deposit or otherwise negotiate the original of any check of which an image was created.
  - No subsequent transferee, including but not limited to the Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original check from which the image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the check.
  - No subsequent transferees of the image(s), including but not limited to the Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the image having been presented for payment or returned instead of the original check.
  - Each image you transmit to us contains an accurate representation of the front and the back of each check and complies with the terms of this Appendix.
  - All data and other information you provide to us, including but not limited to data contained in the MICR line of each check, is complete, accurate and true in all respects and complies with the requirements contained in this Appendix.
  - You will comply with the terms of this Appendix and all applicable rules, laws and regulations.
  - You are not aware of any factor that may impair the collectability of the check.
  - Your obligations under this Appendix are valid and enforceable against you in accordance with the terms hereof, and your entry into, and performance of your obligations under, this Appendix will not violate any law, or conflict with any other agreement, to which you are subject.
  - There is no action, suit, or proceeding pending or, to your knowledge, threatened, which if decided adversely, would have a material adverse effect on your business, financial condition or operations; and
  - All checks and your transactions are, and will be, bona fide, and all signatures on checks are authentic and authorized.

16. You agree to comply with all existing and future operating procedures used by the Bank for the processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve System and the Electronic Check Clearing House Organization and any other clearinghouse or other organization in which the Bank is a member or to which rules the Bank has agreed to be bound. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of any conflict between the terms of this Appendix and the Rules, the Rules shall govern.
17. Any credit to any of your Accounts for any deposit using the Mobile Deposit Service is provisional until final payment of the item deposited. If a check deposited through the Mobile Deposit Service is dishonored, rejected, or otherwise returned as unpaid by the drawee bank, or the item is rejected, or returned by a clearing agent or collecting bank for any reason, including but not limited to issues relating to the quality of the image, you agree that we may charge back the amount of the check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. You agree not to deposit or otherwise negotiate an original check after our chargeback. We further reserve the right to chargeback to any of your Accounts at any time, any check we subsequently determine was a Prohibited Check. You further agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of any item deposited through the Mobile Deposit Service.
18. Our duties and responsibilities relating to the Mobile Deposit Service are limited to those described in or otherwise incorporated into this Appendix. We will use commercially reasonable care in performing our responsibilities under this Appendix. You agree to carefully review your Account statements and each transaction as soon as possible. If there are any errors or discrepancies regarding checks deposited through the Mobile Deposit Service, including without limitation unauthorized transactions, signatures or alterations, you agree to promptly notify us of such errors or discrepancies within the time set forth in or incorporated into the applicable Account Agreement. Otherwise, we will consider the information contained in your Account statements correct. Subject to applicable law, you may not make any claim against us for transactions reflected on any Account statement that you believe are incorrect, altered, forged, unauthorized or improperly paid unless you notify us of that claim in writing within 30 calendar days after the statement was sent or made available to you.

We shall not be responsible for suspension of performance of all or any of our obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or is in conflict with: any federal or state law, regulation or rule; the order of any court of competent jurisdiction; any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s); any electric power disruption or shortage, telecommunications failure or computer failures; any acts, omissions or errors of any carrier and/or agent operating between you and us or us and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than our employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond our control or other conditions or circumstances not wholly controlled by us, which would prohibit, retard or otherwise affect our complete or partial performance under the terms of this Appendix.

19. The control and flow of documents, files, data, or other information depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability arising out of, resulting from or related to, such events, and in no event shall we be liable for any

damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or your or our ability or inability to connect to the Internet.

20. You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to us, or otherwise comply with the terms of this Appendix, for any reason, including but not limited to communications, equipment or software outages, interruptions or failures, you will make the intended deposit of funds in a manner consistent with other methods for making deposits provided by us until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile Deposit Service for any reason. The deposit of original checks through methods other than the Mobile Deposit Service shall be governed by the terms and conditions of the applicable Account Agreement and not by the terms of this Appendix.
21. We may from time-to-time request additional information from you in order to evaluate a continuation of the Mobile Deposit Service to be provided by us hereunder and/or adjustment of any limits set under the terms of this Appendix. You agree to provide the requested information promptly upon request by us, in the form that we require. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with this Appendix or the Mobile Deposit Service and to request reports from credit bureaus and reporting agencies for such purpose. If you refuse to provide the requested information, or if we conclude, in our sole discretion, that your credit risk is unacceptable, we may terminate the Mobile Deposit Service according to the provisions hereof. You shall provide written notice to us of any changes to the information previously provided by you to us. Such notice must be received by us within five (5) business days of such change.
22. You agree to ensure that all appropriate management policies, controls and procedures are in place to ensure the security and protection of all sensitive personal and financial information associated with checks included in a Mobile Deposit. Upon request by us, you hereby authorize us to enter your business premises for the purpose of ensuring that you are complying with the terms of this Appendix. You specifically authorize us to perform an audit of your operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. You hereby acknowledge and agree that we shall have the right to mandate specific internal controls at your location(s) and you shall comply with any such mandate.

You agree that you shall conduct an audit (not less than annually) to ensure that the sensitive personal and financial information you obtain is protected by document management procedures that comply fully in all respects with the terms of this Appendix.

You agree to provide us, within five (5) business days of our request, a copy of (a) the audit report derived from the audit undertaken by you in order to comply with your obligations under this Appendix and (b) your SSAS 16 report, or such other comparable report detailing the policies, controls and procedures that you have put in place. If you refuse to provide the requested information, or if we conclude, in our sole discretion, that you present a risk that is unacceptable, or if you refuse to give us access to your premises, we may immediately terminate your access to the Mobile Deposit Service according to the provisions hereof.

23. You agree to hold confidential, and to use only in connection with the Mobile Deposit Service, all information furnished to you by us or by third parties from whom we have secured the right to use the Mobile Deposit Service, including, but not limited to, our product and service pricing structure, system design, programming techniques or other unique techniques or business know how. Notwithstanding anything to the contrary contained herein, it is understood and agreed by you that the performance of the Mobile Deposit Service is or might be subject to regulation and examination by authorized representatives of federal and/or state banking authorities, and you agree to the release by us of your reports, information, assurances and other data and information as may be requested of us in connection with any examination of the Bank or otherwise required

under applicable law or regulations. The terms of this paragraph shall survive the termination of your use of the Mobile Deposit Service for any reason.

24. You agree to cooperate with us in the investigation of any unusual transactions, poor quality transmission, and resolution of client claims, including without limitation by providing, upon request and without further cost, any originals or copies of checks deposited through the Mobile Deposit Service in your possession and your records relating to such checks and transmissions.
25. You hereby indemnify the Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "Indemnified Party" and, collectively, the "Indemnified Parties") for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, the Mobile Deposit Service, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from any of the following: (a) your (i) failure to report required changes, (ii) transmission of incorrect data to the Bank or (iii) failure to maintain compliance with the Rules; (b) (i) the Bank's provision of the Mobile Deposit Service and/or (ii) the Bank's action or inaction in accordance with, or in reliance upon, any instructions or information received from any person the Bank reasonably believes to be an Authorized User; (c) your breach of any of your representations, warranties, covenants or other agreements or responsibilities contained in this Appendix; and (d) your breach or violation of any Rules; provided, however, notwithstanding any of the foregoing, you shall not be obligated hereunder to indemnify the Bank for any damages solely and proximately caused by the Bank's gross negligence or willful misconduct.