

INTERNET BANKING SERVICE AGREEMENT

I. Terms and Conditions for Consumer Online Banking

A. Introduction

This Internet Banking Service Agreement ("Agreement") governs the use of Security National Bank of Omaha's Online Banking System, SNBconnect (the "Service" or "Services"). The Services allows you to perform a number of banking functions through the use of a personal computer, mobile access device, and the Internet. This Agreement establishes the terms and conditions for electronic access to the Internet Banking System ("System"). When you use any of the Internet Banking Services described in this Agreement, you agree to the terms and conditions of this Agreement.

For purposes of this Agreement, the words "we," "our," "us," "Bank" and other similar terms mean **Security National Bank of Omaha**. "You," "Your," "User," "Customer," "Company" and other similar terms refer to the account holder named below and anyone else authorized by that account holder to exercise control over account holder's funds through the System. "Account" or "accounts" means your accounts at the Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions and transfers to and from your Bank accounts (including Bill Payment) using the System.

If you are an individual, then you agree to use our Services for consumer transactions only. If you are not an individual, including, but not limited to, a sole proprietor, corporation, partnership, limited liability company, unincorporated business entity or association, then you agree to use our Services for non-consumer transactions only. A "consumer transaction" means the use of our Services to electronically transfer funds to or from a consumer account. A "consumer account" is an account of yours that is established primarily for personal, family or household purposes.

A "non-consumer transaction" means the use of the Services for any purpose that is not a consumer transaction (for example, to transfer funds to or from a business account or any account that is not a consumer account) and in addition includes (to the extent allowed by law): (i) any transfer of funds through Fedwire or a similar wire transfer system; (ii) any transfer of funds the primary purpose of which is the purchase or sale of a security or commodity; and any other use of the Services if the use is not covered by the Electronic Fund Transfer Act and its implementing Regulation E. **If you use the Services for a non-consumer transaction, you will be subject to the terms and conditions of our business banking online agreement.**

B. Other Agreements

The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts, in addition to your other agreements with the Bank such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

C. Access Requirements

To use the System you must have at least one account at the Bank and acquire one or more of the following access devices:

Computer hardware and software required to access the System, World Wide Web access via a secure Internet Service Provider (ISP), an Internet browser that supports a minimum 128 bit encryption standard, firewall, anti-virus software, anti-spyware software and a valid e-mail address required to access the System.

The System can be used to access only the Bank accounts which you have designated for access by the System. You can add, change or delete any of your Bank accounts or User access by completing a Change Form. Access to your accounts through the System will be based upon the identification of users and authority levels assigned at account opening. We undertake no obligation to monitor transactions through the System to determine that they are made on behalf of the accountholder.

D. Enrollment and Usage

Enrollment access is based upon the type of custodial account arrangement you have with the Bank:

1. Individual Accounts. Persons with individual accounts may also access joint accounts for which they are an owner.
2. Joint Accounts. Both account holders may enroll separately, and each will have his or her own separate "Agreement". Each such joint account holder is subject to separate fees as applicable. You are liable for all transactions that you, or any other user that you provide your Username, Password and Authentication Method, in addition to other Usernames, Passwords and Authentication Methods issued to joint account holders, even if the person(s) you authorize exceeds your authority.

E. Your Responsibility When the Username, Password and Authentication Method are Used

In your electronic communications with us, you must use your Username, Password and Authentication Method to initiate a secure System session with us. You may then use the tools provided by us within the System.

When we commence your ability to access the System, we may establish access for you by using a temporary Password. You will be required to change your Password upon your first login and periodically thereafter. You agree that you will not under any circumstances disclose your Password to anyone, including anyone claiming to represent the Bank.

Your Password must be at least **9 - 17** characters in length and consist of at least one number, one uppercase letter, one lowercase letter, and one special character for purposes of security. Your Password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

We are entitled to act upon instructions we receive with respect to the Service under your Username, Password and Authentication Method, and you are liable for all transactions made or authorized with the use of your Username, Password and Authentication Method. We have no responsibility for establishing the identity of any person who uses your Username, Password and Authentication Method. You agree that if you give your Username, Password and Authentication Method to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your Username, Password and Authentication Method will have access to the Service.

You agree to take appropriate steps to ensure that all Username's, Passwords, Authentication Methods and any other applicable security procedure issued to its agents, representatives, employees or officers are protected and kept confidential. In your review of the System, including those aspects of the System pertaining to the issuance, use, and protection of Username's, Passwords, Authentication Methods and security procedures, you agree to notify the Bank in the event your use of the System would necessitate or be better served by a level of security that exceeds that offered by the System. If you fail to notify the Bank, you acknowledge and agree that the security aspects of the System are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

You agree to indemnify and release the Bank from any and all liability, and agree not to make any claim against the Bank or bring any action against the Bank, relating to its honoring or allowing any actions or transactions that were conducted under your Username, Password and Authentication Method or acting upon messages or authorizations provided to us using your Username, Password and Authentication Method.

You agree that we shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to the System, whether caused by the equipment, software, the Bank, Internet service providers, Internet browsers, or the parties providing communication services to or from us to you. We are not liable for war, acts of government that may restrict or impair use of System services, hurricanes, floods or other disasters, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.

By directing us, through the use of the System, the Service used in conjunction with your Username, Password and Authentication Method, you authorize the Bank to complete the transaction. Any requests or instructions we receive from you through the System using your Username, Password and Authentication Method shall constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, items deposited, check images, changes to accounts or Service or any other communication you provide us through the System using your Username, Password and Authentication Method.

Your access to the System will be blocked in the event your Username, Password and Authentication Method is entered incorrectly. If your password is entered incorrectly on **three** consecutive attempts, you may either click on the "Forgot Your Password?" link and have your password mailed to the email address we have on file, or you can contact customer support at **(402) 614-4061** or toll free at **(855) 614-4061**. If you enter any of your security questions incorrectly on **three** consecutive attempts, you must contact customer support.

F. Data Protection

You understand the importance of your role in preventing misuse of your accounts through the System and you agree to promptly examine your periodic statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your Username, Password and Authentication Method are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the System is encrypted in an effort to provide transmission security and the System utilizes identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and can potentially be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System, or e-mail transmitted to and from us, will not be monitored or read by others.

G. Services

You can use the System to access these Services:

1. View current balance information on your bank accounts;

2. View bank account history;
3. View and download account statements;
4. Transfer funds between your accounts;
5. Account to Account (A2A) transfers;
6. Make on-us loan payments;
7. View check images;
8. Make stop payment requests;
9. Export history information in a Quicken, QuickBooks, or spreadsheet format;
10. Make bill payments;
11. Use mobile banking; or
12. Manage and view account alerts
13. Access your Security National Bank credit card activity.

Some of the Services may appear on your screen that have not been approved for you and, therefore, will not be available to you. Also, the Bank may, from time to time, introduce new Services. We shall update this Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms and conditions in this Agreement and any updates thereto.

Information shown on the System is generally up to the minute. The available account balance may include deposits still subject to verification or other items memo posted to the account (e.g., debit card activity) and may not include outstanding checks or credits. The current balance is a count of items posted to the account. Transfers initiated through the System may not result in immediate availability because of the time required to process the request. Please contact us if you have further questions.

H. Posting of Transfers

Transfers initiated through the System before **6:00 PM CT** on a business day are posted to your account the same day. Transfers completed after **6:00 PM CT** or on a non-business day will be posted on the next business day. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers, bill payments, or other transactions from your accounts in order to avoid overdrafts.

I. Stop Payment

You may initiate stop payment requests online via the System only for paper checks you have written (non-electronic) on your Bank accounts. The System allows you to: (1) place a stop payment order request of up to six (6) months in duration; or (2) determine the paid status of a check. If you use the Services stop payment feature, then you must follow the procedures and specification described in this Agreement.

The cut-off time for us to receive a stop-payment request is **6:00 PM CT** on a business day and a stop payment request received after that time or on a non-business day will be processed on the next business day. You must provide the Bank with complete and accurate information in a timely manner on: the account number, the date of the item or check; the item or check number; the EXACT amount of the item or check (dollars and cents); the payee name and the reason for the stop payment. If any information is incomplete or incorrect, the Bank will not be responsible for failing to stop payment on the item or check. The Bank shall have no responsibility to determine the accuracy of such information. The Bank is not responsible for stop payment requests received for items or checks that have already cleared or been paid from your account. The Bank may provide you notice of the actual stop payment of a check by making such information accessible to you online via the System. Stop payment orders are effective for only six months unless renewed by you prior to expiration of the original order. From time to time, Services may be inoperable. If that occurs, your request can be communicated to the Bank by telephone instructions.

You agree to indemnify the Bank against any loss for the amount of said check and all expenses, costs and consequential damages, if any, incurred by the Bank because of refusing payment pursuant to your stop payment order. You agree not to hold the Bank liable on account of payment contrary to your stop payment order if same occurs through inadvertence, accident or oversight, or if by reason of such payment other items drawn by you are returned insufficient. You agree that any stop payment placed on any check issued on your accounts designated on the Internet Banking Enrollment Form may be relied upon by the Bank to have been placed by an agent of you duly authorized to place the stop payment, and the Bank shall have no duty or obligation to verify either the authenticity of the stop payment order request or the authority of the person placing it.

We currently impose a stop payment fee for each stop payment request on a check or item. Please refer to our most recent fee schedule regarding stop payment fees. This fee will be deducted from the account which the check or item was initiated or drawn on. Stop payment order on a Bill Payment will depend on the payment method and whether or not a check has cleared. To stop payment on a Bill Payment, see "Bill Payment" below.

J. System Bill Payments

You agree to be bound by the Terms and Conditions of the bill payment service provided by CheckFree, our third-party service provider, that you agreed to when you accessed bill pay through our website. The terms and conditions may be updated without notice. A link to the bill payment terms and conditions is located at the bottom of our Bill Pay website.

K. Mobile Banking

You agree to be bound by the Mobile Money Services Addendum and Supplemental Terms and Conditions for Mobile Money Services, provided to you at the time you activate your Mobile Banking service through our website.

L. Online Banking Automatic Notifications and Alerts

You agree to receive automatic notifications delivered by email, text, or through online banking alerts regarding password resets/changes, information regarding bill payments, or any scheduled changes or modifications that may affect the availability or function of your online banking account.

You also have the option to choose Alert messages that are specific to your accounts. These alerts can provide, but are not limited to, account balance notifications, transactions posting to any of your accounts, or marketing messages from us regarding special offers or new products. Each Alert has different options available, and you will be asked to select from among these options upon activation of your Alerts service.

There are no fees associated with setting up or cancelling any Alert specific to your online banking account. You also understand that if you fail to login to your online account for a period of twelve months, your online banking account login will be suspended, and any user selected Alerts may be discontinued. Upon reactivation of your online account, you may need to reset all user selected Alert options.

Alerts. Your enrollment in Security National Bank of Omaha Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Security National Bank of Omaha account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time or cancel old alerts. We usually notify you when we cancel alerts but are not obligated to do so. Security National Bank of Omaha reserves the right to terminate its alerts service at any time without prior notice to you.

Methods of Delivery. We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Security National Bank of Omaha Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop alerts via text message, text "STOP" to 96924 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Security National Bank of Omaha Online Banking. For help with SMS text alerts, text "HELP" to 96924. In case of questions please contact customer service at 855-614-4061. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Security National Bank of Omaha provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Security National Bank of Omaha's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Security National Bank of Omaha, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

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

M. Credit Card Activity

You agree to be bound by the Terms and Conditions of Security National Bank Online Access provided to you on the credit card activity home page. The terms and conditions for Online Access may be updated without notice.

N. Overdrafts (Order of Payments, Transfers, and other Withdrawals)

If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

1. Electronic funds transfers involving currency disbursements, such as ATM withdrawals, will have priority;
2. Electronic fund transfers initiated through the System which would result in an overdraft of your account may, at our discretion, be cancelled; and
3. In the event the electronic fund transfers initiated through the System which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

O. Business Days

For purposes of this Agreement, our business days are **Monday** through **Friday**, excluding Federal holidays.

P. Contact in Event of Unauthorized Transfers

If you believe that your Username, Password or Authentication Method has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at **(402) 614-4061** or toll free at **(855) 614-4061**, or write to us at P.O. Box 31400, **Omaha, NE 68131**.

Q. Limitations on Transfers

We reserve the right to limit the types and number of accounts eligible for the Services, including the right to refuse to make any transactions you request through the Services. In addition to the limitations elsewhere described in this Agreement, there are frequency limits that apply when transferring funds from a passbook savings, statement savings, or a money market account. Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers - including transfers you request using the Services - from these types of accounts. You may make a maximum of six transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least four weeks, to another account (including a transaction account) of yours at the Bank or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order made by the depositor and payable to third parties. If you exceed these limits, we may close the account, impose a fee and/or change the account to a non-interest bearing demand deposit account. Each transfer or payment you request through the Services from these types of accounts is counted as one of the six transfers you are permitted each monthly cycle. However, payments to your loans at the Bank are not counted toward this limit. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds being held until the hold expires.

R. Confidentiality

We will disclose information to third parties about your account or the checks you deposit:

1. When it is necessary for completing deposits, or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
3. In order to comply with government agency or court orders, or
4. If you give us written permission.

S. Additional Disclosures

In addition to the above paragraph regarding confidentiality, you understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to the System. You agree and hereby authorize all of these transfers of information.

T. Communications

Sending an e-mail through the Service is one way to communicate with us. However, you agree and acknowledge that e-mail is not a secure method of communication. You should not send an electronic mail message if you need to communicate with us immediately. Do not use e-mail to send banking instructions or to request Services provided through the System. You agree not to send an e-mail or text message while driving, or in any other manner that could be considered illegal.

Do not send account, transaction or confidential information via e-mail. If you e-mail us or ask us to reply to you via e-mail you agree to hold us harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of your account or personal information resulting from e-mail. Also, if you send us an e-mail, it will be deemed

to have been received on the following business day. The Bank will have reasonable time to act on your e-mail. We are not required to act on any e-mail received and we are not responsible for misdirected or lost e-mails. At no time will we ask you for confidential information by e-mail.

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

1. E-mail. You can contact us by e-mail at **customer@snbconnect.com**. (Please note that banking transactions through the System are not made via e-mail.)
2. Telephone. You can contact us by telephone at **(402) 614-4061** or toll free at **(855) 614-4061**.
3. Facsimile. You can contact us by fax at **(402) 346-0987**.
4. Postal Mail. You can write to us at:

**Security National Bank
Attn: Deposit Operations
P.O. Box 31400
Omaha, NE 68131**

5. In Person. You may visit us in person at any one of our locations.

You acknowledge and agree that as an authorized user of the System, all information provided to us from you in connection with your use of the Services is current, complete and accurate. In addition, you agree that we may send you e-mails, and or by any other methods, of communications relating to the Services (with an opportunity to opt-out).

U. Contacting Bank Via E-Mail

Sending an e-mail through the System is a convenient way to communicate with us. However, you acknowledge and agree that e-mail is not a secure method of communication. You should not send these types of messages if you need to communicate with us immediately. Do not use e-mail to send banking instructions or to request Services provided through the System.

Do not send account, transaction or confidential information via e-mail. If you e-mail us or ask us to reply to you via e-mail you agree to hold us harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of your account or personal information resulting from e-mail. Also, if you send us an e-mail, it will be deemed to have been received on the following business day. The Bank will have reasonable time to act on your e-mail. We are not required to act on any e-mail received and we are not responsible for misdirected or lost e-mails. At no time will we ask you for confidential information by e-mail.

V. Periodic Statements

You agree that to the extent permitted by law, receipts, notices and disclosures associated with the System may be provided to you by e-mail, facsimile, or over the Internet, either as part of a System session or otherwise. You will not receive a separate System statement. However your transactions involving transfers to or from your deposit accounts will be reflected on your monthly account statement. You may use the System to view activity in your account as indicated on the Internet Banking Enrollment Form. You agree to notify us of any changes to your mailing, e-mail address. If you do not notify us, you will hold us harmless from any consequences, including financial loss, resulting from your failure to notify us of the change.

W. Consent to Electronic Delivery of Notices

In accordance with the Electronic Signatures in Global and National Commerce Act (E-SIGN Act), you agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank System website, by e-mail, or by any other electronic means. You must provide us with your electronic address for such disclosures and notices during the enrollment period, and you agree to notify us immediately of any change in your electronic address by providing it through the System or Service. All disclosures and notices provided by us are deemed to be given and received by you immediately upon being sent to your electronic address, including those that may appear in your account statement from time to time. We are not required or obligated to provide any disclosure or notice to you by regular mail or by any other means other than electronically unless specifically required by law. If you withdraw your right for us to provide you with electronic delivery of such disclosures and notices we may terminate your access to the System. Your computer or mobile access device must have the ability to save such disclosures and notices or print them which were sent to you electronically from us. You may also request a paper copy of an electronic disclosure or notice at no charge by contacting us at **(402) 614-4061** or toll free at **(855) 614-4061**.

X. Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, the existence of any latent or patent defects, viruses, or the accuracy or freedom from error, of the data or the program used by or furnished to the Bank or to you by licensor or others, in connection with the System or Service(s) provided to you under this Agreement. Without limiting the generality of the foregoing, the Bank makes no representation or warranty, express or implied, against any infringement of any proprietary rights of any other party. You assume the entire risk as to the quality and performance of the System, the suitability of the Service, and with respect to any documentation. This paragraph shall survive the termination of this Agreement by either account holder or the Bank, and also limits the liability of any agent, employee or affiliate of the Bank. We do not and cannot warrant that the System will operate without errors, or that any or all Service(s) will be available and operational at all times.

Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to the System, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event, unless specifically stated otherwise in this Agreement, shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through the System.

Y. Credit and Audit Review

You are subject to satisfactory credit and audit review by the Bank from time to time, at the Bank's sole option and discretion, and in accordance with the Bank's established credit and auditing criteria. You shall, upon the Bank's request, provide to the Bank any such credit and audit related information and assistance as the Bank may require to perform any such review. Your failure to meet such standards in the sole discretion of the Bank or to provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit the Bank to terminate this Agreement and your access to the System and the Services therein.

Z. Severability

If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

AA. Headings

The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.

BB. Waiver

Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

CC. Assignment

You may not assign this Agreement. The Bank may assign this Agreement either in part or in whole at any time and with or without notice to you. This Agreement is binding upon your heirs and the Bank's successors and assigns.

DD. Entire Agreement

This Agreement constitutes the entire agreement between you and the Bank with respect to the subject matter in this Agreement and there are no understandings or agreements relative to this Agreement which are not fully expressed in this Agreement.

EE. Change in Terms

The Bank may from time to time and any time amend, modify, add or delete (collectively and individually a "change") the terms of this Agreement with or without notice unless prohibited by applicable law. A change may include a change to existing terms, a change in terms, a change that involves a new term or a change that involves conditions not otherwise contemplated by account holder or the Bank at the time this Agreement is entered. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, you agree that we may notify you of the change in terms by mail or by posting a notice on our website. Further you agree that your continued use of the Services constitutes your agreement to the change. If you wish to decline to be bound by the change, you must terminate the account or discontinue the System to which the change relates; otherwise you will be deemed to have accepted and agreed to the change.

FF. Termination

We reserve the right to terminate this Agreement or limit your use of the System at any time and for any reason at our discretion reserve the right to cancel this Agreement at any time, with or without cause and without prior notice. Examples of when we may cancel this Agreement and the use of the Service(s) without prior notice include, but are not limited to:

1. If you breach this or any other agreement we may have with you;
2. If we have reason to believe that there has been or may be an unauthorized use of your Username, Password and Authentication Method or account(s);
3. If there is conflicting claims as to the funds in any of your account(s);
4. If you request us to do so;
5. If you do not access the System for a period of **16 months** or longer;
6. If you have insufficient funds in any one of your Bank accounts; or
7. If you do not designate a new Primary Account immediately after you or we close your Primary Account.

You may cancel your System access or access to certain Service(s) at any time by calling us at **(402) 614-4061** or toll free at **(855) 614-4061**, or by writing to us at **P.O. Box 31400, Omaha, NE 68131**. Your access to the System or Service(s) will be suspended within **one business day** of our receipt of your instructions to cancel the System or Service(s). Termination will not affect your liability or obligations under this Agreement for transactions that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to the System or Service(s) and does not terminate your other relationships with us.

GG. Dispute Resolution

Any claim, dispute or controversy arising from or relating to your use of the Service, the terms and conditions set forth in this Agreement, or the validity, enforceability or scope of the dispute resolution provision set forth in this Agreement (the "Dispute"), will be resolved, upon the election of you or us, by binding arbitration under this arbitration provision and the Commercial Arbitration Rules (the "Arbitration Rules") administered by the American Arbitration Association ("AAA"), and any amendment of them, in the form in effect at the time a Dispute is filed. A party who has asserted a Dispute in a lawsuit in court may elect arbitration with respect to any Dispute(s) subsequently asserted in that lawsuit by any other party or parties. Any participatory arbitration hearing (other than telephonic hearings) will be held in **Nebraska**, unless both parties agree otherwise. If you would like to obtain a copy of the Arbitration Rules and filing forms, you may contact the AAA by calling 1-800-778-7879. The Arbitration Rules and filing forms can also be obtained from the AAA website at <http://www.adr.org>. All Disputes shall be filed at an AAA office. If the applicable Arbitration Rules are modified, superseded, or replaced, an equivalent set of rules of AAA will govern the arbitration. If for any reason AAA is unable or unwilling or ceases to serve as arbitration administrator, we will substitute an equivalent national arbitration organization utilizing a similar code or procedure. There shall be no authority for any Disputes to be arbitrated on a class action basis. Further, arbitration can only decide our or your Dispute and may not consolidate or join the claims of other persons who may have similar claims. The arbitrator will decide whether you or we will ultimately be responsible for paying any fees in connection with the arbitration. Unless inconsistent with the applicable law, each party shall bear the expense of their respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration. Both parties fully understand and agree that they will not have a right to litigate any Dispute in any court if either party chooses to have the Dispute resolved by binding arbitration. Further, in agreeing to arbitrate all Disputes you are waiving your right to a jury trial. This arbitration provision and the exercise of any of the rights you and we have under it do not prohibit you or us from exercising any lawful rights either of us has to use other remedies available preserve, foreclose or obtain possession of real or personal property, exercise self-help remedies, including any setoff rights which we may have. This arbitration provision relates to a transaction involving interstate commerce, and is governed by the Federal Arbitration Act ("FAA"). The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations and shall honor claims or privileges recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This arbitration provision will survive termination of your use of the Service. Either of us may bring an action to compel arbitration of any Dispute and/or stay the litigation in any court having jurisdiction; such motion may be brought at any time in a lawsuit in court, until the entry of a final judgment. If any portion of this arbitration provision is deemed invalid or unenforceable, it should not invalidate the remaining portions of this arbitration provision.

HH. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of **Nebraska** and this Agreement. It shall be the responsibility of you and your authorized representatives that transactions processed through the System comply with all local, state, and federal laws, rules and regulations, including but not limited to, sanctions laws administered by the Office of Foreign Assets Control (OFAC), and laws administered by the United States of America in existence as of the date of this Agreement and as amended from time to time. It shall further be the responsibility of you and your authorized representatives to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline.)

II. License and Intellectual Property

1. License. The Bank, subject to the terms and conditions of this Agreement, hereby grants you a non-exclusive, non-transferable license to:

- A. Use the System for those portions of the Service(s) selected by you, solely for your own business operations, in accordance with the terms of this Agreement;
- B. Copy and use the System and Service(s) support documentation to support your authorized use of the System; and
- C. Copy any System or Service actually delivered to you solely for archival or backup purposes.

2. Protection and Security of System and Support Documentation. You agree to establish and maintain reasonable:

- A. Precautions and use commercially reasonable efforts to protect the confidentiality and security of the System and Support Documentation;
- B. Measures to protect the System and the Support Documentation from unauthorized copying, dissemination, disclosure or other unauthorized use; and
- C. Provisions to maintain a complete and accurate list of all locations where you have loaded and use the System, and make such list available to the Bank upon the Bank's request.

In addition, you agree not to at any time either directly or indirectly:

- A. Copy or use the System or Support Documentation except as expressly authorized by this Agreement;
- B. Sublicense, rent, distribute, transfer, publish, disclose, display or otherwise make the System available to others;
- C. Use the System or Support Documentation for third party training, commercial time sharing or service bureau use;
- D. Alter, change, modify or otherwise create derivative works of the System or Support Documentation; and
- E. Reverse engineer, disassemble or decompile the System, except to the extent expressly permitted by applicable law.

If you or any third party take such action the Bank shall have the right to immediately terminate this Agreement and/or the license to the System upon notice to you.

3. Ownership. You acknowledge and agree that all rights, title and interest in and to the System and the Support Documentation, together with modifications, enhancements and derivative works, and all intellectual property rights such as copyrights, patents, and trade secrets, pertaining to the System and the Support Documentation are:

- A. Owned exclusively by the Bank and its licensors;
- B. Represented or contain valuable rights of the Bank and its licensors; and
- C. Protected under United States patent, copyright, trademark and trade secret laws of general applicability.

No other license or interest in the System or Support Documentation, either express or implied, is granted under this Agreement other than the license set forth in this Agreement.

In addition, you agree not to at any time either directly or indirectly:

- A. Put to issue the scope, validity or ownership of the Bank's (or its licensors') intellectual property rights in the System and Support Documentation;
- B. Perform any act which could reasonably be expected to impair the scope, validity or ownership of such intellectual property rights;
- C. Assert any ownership rights to the System or Support Documentation; or
- D. Remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols or labels appearing on or in the System, Support Documentation or any packaging, and shall include any copy of the System or Support Documentation any copyright, trademark, or other intellectual property or proprietary right notices contained on the original.

You acknowledge and agree that this Agreement does not grant or convey to you an interest in or to the System or Support Documentation, or any right, title, interest or license in or to any trademark of the Bank or its licensors but only a limited right of use (revocable in accordance with the terms hereof).

You hereby assign to the Bank and/or its licensors, as directed by the Bank, any rights, including any patent, copyright, mask work rights, trademarks, and trade secrets, which you may now have or may acquire at any time in the future to

the System or the intellectual property rights to the System, and any other computer or mobile access device code using any of the System.

You agree to:

- A. Cooperate with the Bank and its licensors to protect the System, including in connection with any lawsuits or disputes involving the System;
- B. Promptly notify the Bank and provide relevant information and facts upon becoming aware of any actual or potential claim made by a third party regarding infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof, by the System; and
- C. In the event of any actual or potential infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof of the System by others:
 - Grant to the Bank and its licensors the sole right to determine the course of action with respect to such infringement and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding; and
 - Agree that such licensors shall be solely entitled to any proceeds of any such proceeding, including without limitation any settlement proceeds, insurance proceeds, arbitration award, judgment, or other consideration in any form.
4. **Termination.** You acknowledge and agree that the license to the System and Support Documentation will terminate upon the termination of this Agreement, or the termination of the Bank's license to the System and Support Documentation.
5. **Limitation on Liability.** The Bank's Licensors shall have no liability of any nature to you, or any third party, for damages, liabilities or claims, whether in contract, tort for negligence, infringement or otherwise, including without limitation damages, liabilities or claims arising from or under this Agreement, error in the System, or for any injury, damage or loss resulting from such error, or from any use of the System. Notwithstanding the generality of the foregoing, in no event will such licensors be liable for any consequential, indirect, incidental, special or punitive damages, or any lost profits or loss of any opportunity or good will, even if such licensors have been advised of the possibility of such.
6. **Compliance with Law.** You shall not export, re-export or otherwise transfer, directly or indirectly, the System or any portion thereof to any location outside the United States without first complying with all applicable foreign and United States federal, state and local laws, rules, regulations or controls (including without limitation those regarding import, export, marketing, distribution or use of software programs).
7. **Assignment.** You may not assign the license granted hereunder to any party whatsoever, except in connection with an assignment of the entire Agreement, subject to the terms of the Agreement. Any attempted assignment of the license in violation of this provision shall be void.
8. **Further Assurances.** You agree to, at your expense, promptly execute and deliver such further documents and take any and all other actions reasonably requested by the Bank from time to time, for the purpose of fully effectuating the intent and purposes of this Agreement, and to protect the interests of the Bank, its licensors, and their respective successors and assignees.
9. **Injunctive Relief.** You acknowledge that violation of your commitment regarding the security and use of the System may cause irreparable injury to the Bank and/or its licensors, and agree that the Bank be entitled to seek and obtain temporary and preliminary injunctive relief in a court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, to prevent such violation.
10. **Survival.** You agree that the provisions of this section of the Agreement survive termination of the license granted hereunder and the termination of this Agreement.

II. **Website Links**

Our website, System or Service(s) may contain links to other websites, and they are solely provided to you as an additional convenience. You understand and acknowledge that by clicking or activating such links you will leave our website and go to the other website, and that we do not screen, review, approve, or otherwise endorse any content or information contained in these linked websites. You acknowledge and agree that we, our affiliates and partners are not responsible for the contents of any of these linked websites, including the accuracy or availability of information provided by the linked websites, and we make no representations or warranties regarding your use of the linked websites.

II. **Terms and Conditions for Consumers Only**

Section II applies only to Consumer and Consumer Transactions.

A. **Liability for Unauthorized Use**

Tell us AT ONCE if you believe that your Username, Password or Authentication Method has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit if you have one).

If you tell us within two business days, you can lose no more than \$50.00 if someone used your Username, Password and Authentication Method without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Username, Password and Authentication Method, and we can prove that we could have stopped someone from using the Username, Password and Authentication Method without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

B. Error Resolution

Telephone us at **(402) 614-4061** or toll free at **(855) 614-40611964** or write to us at **P.O. Box 31400, Omaha, NE 68131**, or e-mail us at **customercare@snbconnect.com** as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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

C. Preauthorized Payments

1. Right to Stop Payment and the Procedure for Doing So: If you have told us in advance to make regular preauthorized payments out of your account, you can stop any of these preauthorized payments. Here's how: Call us at **(402) 614-4061** or toll free at **(855) 614-4061**, or write to us at **P.O. Box 31400, Omaha, NE 68131**, or e-mail us at **customercare@snbconnect.com** in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you **our current stop payment fee listed on our most recent fee schedule** for each stop payment order you give.
2. Notice of Varying Amounts: If these regular payments may vary in amounts, the person you are going to pay will tell you, ten calendar days before each payment, when it will be made and how much it will be (you may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set).
3. Liability for Failure to Stop Payments of Preauthorized Transfers: If you order us to stop one of these payments three banking days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages proximately caused by us.
4. Preauthorized Payments: If you have arranged to have direct deposit made to your account at least once every 60 days from the same person or company, you can call us at **(402) 614-4061** or toll free at **(855) 614-4061** to find out whether or not the deposit has been made.

5. Periodic Statements: You will get a monthly account statement (unless there are no transfers in a particular month). In any case you will get a statement at least quarterly.

D. Financial Institution's Liability

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages proximately caused by us. However, there are some exceptions. For instance, we will not be liable:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line (if any).
3. If the System wasn't working properly, and you knew about the breakdown when you started the transfer.
4. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
5. If there are other exceptions stated in our agreement with you.

E. Fees and Charges

You agree to pay the fees and charges for your use of the System and its Service(s) as we have established and may amend from time to time. These fees and charges will be in addition to any charges associated with the account you maintain with the Bank. Our schedule of fees for the System and its Service(s) is set forth in the Bank's Schedule of Fees. You agree that all such fees and charges will be deducted from your designated bank account. If you close your account, you must contact us immediately to designate another account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of the System and the Service(s).

III. Terms and Conditions External Transfers

TERMS OF SERVICE

Last updated August 31, 2022

IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT IS SUBJECT TO AN ARBITRATION PROVISION ("ARBITRATION" SECTION), WHICH REQUIRES ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.

GENERAL TERMS FOR EACH SERVICE

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and Security National Bank of Omaha (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered. Your access and use of the Services under this Agreement is subject to our Internet Banking Service Agreement, which you can find by logging into your account at snbconnect.com and is incorporated herein by this reference (the "Internet Services Agreement"). In the event of a conflict between the terms of this Agreement and the Internet Service Agreement, the terms of this Agreement will control with respect to the Services except as otherwise expressly provided herein.

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

3. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

4. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

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

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: Security National Bank, Attn: Deposit Operations, P.O. Box 31400, Omaha, NE 68131. We may also be reached at (402) 614-4061 or (855) 614-4061 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

11. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

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

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

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10)

goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

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

16. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

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

18. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or

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

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

19. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

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

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

21. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

24. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

25. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

27. Arbitration. Any claim, dispute or controversy arising from or relating to any Service here under regarding any Service hereunder will be resolved in accordance with Section I. GG ("Arbitration") of the Internet Service Agreement, which requires all claims between us to be resolved by way of binding arbitration. You can find a copy of the Internet Service Agreement by logging into your account at snbconnect.com.

28. Governing Law. This Agreement shall be governed in accordance with Section I. HH ("Governing Law") of the Internet Service Agreement.

29. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

30. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

31. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

32. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

33. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

34. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be

struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

35. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.
- b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).
- d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

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

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

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

5. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

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

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

8. Definitions

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

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

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

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

IV. Terms and Conditions for Business Accounts Only

Business accounts are subject to additional terms and conditions specified in our Treasury Management Services Agreement. [Click here for a copy our Treasury Management Service agreement.](#)

By accepting this Agreement, you acknowledge that you have read and understand this Agreement and any separate agreements, disclosures, schedules, and exhibits as they appear on the Bank's website or given to you, including but not limited to, optional services (if selected by you).