

## **American Bank of Freedom Online Banking End User License Agreement**

Welcome to American Bank of Freedom's online banking system. Ecom® and Ecorp® are the online services offered by American Bank of Freedom. Ecom® is our consumer online banking service while Ecorp® is our commercial banking online banking service with access to various products offered by American Bank. The services that are offered are described in this Agreement. You should read this Agreement carefully and keep it with your bank account records. There are certain disclosures for electronic funds transfers and bill payments in this Agreement not found in your Deposit Account Agreement. By subscribing to, or using, this Service you agree that you have complied with the online instructions in accessing the Service and that you will be bound by its terms. This agreement is broken down into three sections: 1) Online Services which applies to all customers; 2) Bill payment services which applies to all bill payment customers and 3) Business/Nonprofit/Governmental services which details additional restrictions and information for those customers having those types of accounts.

Definitions and terms you should be familiar with in this Agreement:

- Due Date - means the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.
- Financial Software - means the software provided to allow you to access and use the Service.
- Future Dated Transfer - means a funds transfer that will be initiated on a future day depending on your selection of the Transmit Date.
- Future Payment - means a payment, other than a Recurring Payment, that will be initiated on a future business day depending on your selection of the Transmit Date.
- Password - means a personal code selected by you that will be used to obtain access to the Service. The term includes any additional numbers and words

required by the Financial Software or equipment used, or otherwise established by you.

- Payee - means any person or entity to which you direct a payment through the bill payment Service.
- PC - means a personal computer (including, without limitation, any personal data assistant or other wireless computing or access device) that meets the requirements for use of the Service.
- Recurring Payment - means a regular payment that is automatically made during recurring intervals permitted by the Service based on a recurring Transmit Date.
- Same Day Payment - means a payment that will be initiated on the same day that you enter the payment information through the Service.
- Service - means the individual and collective online banking services available in connection with the Financial Software and described herein.
- Service Account - means (i) the primary checking account (or checking accounts) designated by you that will be debited for payments to Payees initiated through the Service (any such checking account being referred to herein as a "Primary Service Account"), (ii) all other eligible deposit accounts that are linked to your Primary Service Account, (iii) lines of credit from which funds may be transferred to a Service Account, (iv) investment accounts, such as IRAs which may be funded from a Service Account, and (v) any other account or financial product accessed using the Service. All of these accounts are subject to this Agreement. An account that requires two signatures to make withdrawals may not be designated as a Service Account.
- Transmit Date - means, (i) with respect to bill payments, the date on which the payment is to be initiated for remittance to the Payee, (ii) with respect to fund transfers, the date on which the transfer is to be initiated to us for processing.
- User's Guide - means any instructional materials (as amended from time to time) provided with the Service.
- "We," "us" and "our" means American Bank with which you have established one or more Service Accounts, and any agent, independent contractor, designee, or assignees that we may, in our sole discretion, involve in the provision of the Service.
- "You," "your" and "yours" means (i) each and every person who now or hereafter is an account holder with respect to the Service Account or has an interest therein; and (ii) each and every person who now or hereafter subscribes to the Service or uses the Service.
- Authorized Representative - refers to a person who has authority of any kind with respect to an account or transaction.

Other definitions may appear within the remaining text of this Agreement.

## Online Banking Service

1. **Service Transactions** - You may use the Service to perform the following transactions with your PC:
    - make payments to a Payee from your Service Accounts;
    - review past or scheduled payments from your Service Accounts;
    - order transfers of funds among eligible Service Accounts;
    - order transfers of funds from Service Accounts to certain loan accounts accessible through Ecom or Ecorp;
    - perform balance inquiries with respect to each Service Account accessible through Ecom or Ecorp;
    - view account activity within each Service Account;
    - order checks through the bank's approved provider;
    - initiate direct deposits and direct payments (Ecorp only);
    - And any additional services that may be added to enhance the service.
  2. **Limitations** - Your use of the Service is subject to the following limitations:
    - ***Dollar Amount*** - There may be limits on the amount of transactions you can make using the Service. These limits are for security reasons and may change from time to time.
    - ***Frequency*** - There may be limits on the number of transactions you can make using the Service. These limits are for security reasons and may change from time to time.
    - ***Wireless Device*** - Because of technical limitations, you may not be able to perform certain Service transactions (including, but not limited to, bill payments) with a wireless computing or access device (for example personal data assistants, cell phones, etc.)
    - ***Foreign Payments*** - Payments to Payees outside the United States or its territories are prohibited through the Service.
    - ***Other*** - Your use of the Service is subject to the following additional limitations:
- (a) You acknowledge and agree that any payment of alimony, child-support, taxes, or other court-directed or governmental payments, fines, or penalties or any payment to settle securities transaction through the Service is prohibited, and you agree not to make or attempt to make any such payments. We may process or refuse to process any such payments in our sole and absolute discretion, and, in any event, to the fullest extent permitted by law, you assume all risk relating to the proper scheduling, initiation, processing, transmission, receipt, and application of such payments, and you release us from any and all claims, liabilities, and/or damages resulting from your making or attempting to make any such payments through the

Service, whether such claims, liabilities and/or damages arise (or would arise) under this Agreement or otherwise.

- (b) You may not make a payment in any currency other than U.S. dollars.
- (c) You are not permitted under applicable law to make more than six preauthorized transfers from a savings or money market account each statement period. No more than three of the transfers may be made by draft, check, debit card, or similar order to a third party (to the extent permitted by these accounts).  
**Reminder- Each bill pay transmitted from a money market account or other limited transaction account will be counted towards the account's transaction limitation during the statement period.**
- (d) Funds transferred from Service Accounts to loan accounts accessible through Ecom or Ecorp will be applied to such loan accounts according to the terms of the agreements establishing such loan accounts.

There may be additional limitations elsewhere in this Agreement. Your ability to initiate transactions also may be limited by the terms of your deposit, loan, or other agreements with us or applicable law. You agree to abide by and be bound by all applicable limitations.

3. **Accessing System** - You will be asked to choose a user name, an alpha-numeric password and an image which you will use to obtain access to Ecom or Ecorp. You authorize us to follow any instructions entered through the Service using your password. Because your password can be used to obtain information and access money in your Accounts, you should treat your password with the same degree of care and secrecy that you use to protect your PIN or other sensitive personal financial data. You agree not to give your password, or make it available, to any person not authorized to access your Accounts.

4. **Accessing the System** - For Internet Banking, you must have Internet Access with 128 bit encryption and your browser must be configured to accept "cookies" and JavaScript enabled.

5. **Virus Protection** - We are not responsible for any computer virus, problems or malfunctions resulting from a computer virus, or related problems that may be associated with the use of an online system. We recommend that you routinely update your virus software, apply all security patches for your operating system and install a firewall on your PC. We are not responsible for any errors or failures resulting from defects or malfunctions of the Financial Software. **WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR PC OR RELATED**

EQUIPMENT, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. **Equipment** - We are not responsible for any loss, damage or injury resulting from (i) an interruption in your electrical power or telephone service; (ii) the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality; or (iii) any defect or malfunction of your PC, modem or telephone line. We are not responsible for any services relating to your PC other than those specified in this Agreement.

7. **Our Liability for failure to Complete Transactions** - We will process and complete all transfers (to and from eligible accounts) properly initiated through the Service in accordance with the online instructions provided within Ecom or Ecorp and the terms of this Agreement. If we do not complete a transfer to or from your account on time or in the correct amount in accordance with online instructions provided with Ecom or Ecorp and under the terms of this Agreement, our liability for your losses and damages will be limited to those directly and proximately caused by our failure, not to include indirect, consequential, special or exemplary damages. Further, we will not be liable if:

- a. Through no fault of ours, you do not have enough money in your account to make the transfer or payment.
- b. The Service or your PC or modem is not working properly and you knew about the malfunction when you started the transfer or payment.
- c. A Payee mishandles or delays handling payments sent by us.
- d. You have not provided us with the correct Payee name, address, account information or payment amount.
- e. Circumstances beyond our control (such as fire, flood, or delay in the U.S. Mail) prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances.

8. **Statements** - All of your payments and funds transfers made through the Service will appear on your monthly account statement(s). The Payee name, payment amount, and Transaction Date will be reflected for each payment made through the Service. You agree that we may make your statement available to you online instead of by mail. We will, however, mail you a written statement if requested within the time permitted by law after your statement closing date. To request a written statement, you may call 636-745-2888 or 573-684-2928

9. **Fees** - Your fees are as listed in our current fee schedule, as may be modified from time to time, and available from any American Bank Customer Service Representative or the Operations Department. We will notify you of any changes.

Here are the fees that may be charged for **American Bank's Bill Pay**:

1. Consumer Bill Pay: Free
2. Small Business Bill Pay: Free

10. **Business Days/Hours of Operation** - Our business days are Monday through Friday, except bank holidays. Although bill payments can be initiated only on business days, the Service is available 24 hours a day, seven days a week, except during maintenance periods, for the scheduling, modification, or review of payment orders and for funds transfers and balance inquiries.

## **11. Notice of Your Rights and Liabilities**

*(a) Consumer Accounts* - This subsection applies only to accounts that are established primarily for personal, family or household purposes. Tell us *AT ONCE* if you believe that your password has been lost, stolen or compromised. Otherwise, you could lose all the money in your accounts accessed by the password. ***Telephoning is the best and fastest way of keeping your possible losses down.***

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

American Bank at – 636-745-2888 or 573-684-2928 or write to:

American Bank of Freedom  
Online Banking  
P O Box 490  
Wright City, Freedom 63390

If you tell us within two (2) business days after you discover that your password has been lost or stolen, you can lose no more than \$50.00 if someone used your password without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password 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 or authorize, 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.

If a good reason (such as a long trip or hospital stay) prevented you from telling us, we will extend the time periods.

*(b) Business/Nonprofit/Governmental Accounts.* You agree to tell us of any unauthorized transactions, or the loss or compromise of your password, within two (2) business days of discovery. You may call your account officer or use the numbers listed in subsection (a) above. If you do not notify us in two business days, we will not be responsible for unauthorized transactions that we could have prevented had you provided timely notice. In no event may you assert an unauthorized transfer claim against us more than 14 days after the record of such transfer became available online for access through your PC, whether or not such information was accessed.

**12. Errors and Questions** - In case of errors or questions about your electronic transfers or payments, you should contact us at 636-745-2888 or 573-684-2928.

We must hear from you no later than sixty (60) days after you received your FIRST statement or notification on your PC in which a problem or error appeared.

- a. Tell us your name and account number.
- b. 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.
- c. Tell us the dollar amount of the suspected error.

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

If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of documents that we used in our investigation.

**13. Disclosure of Account Information to Third Parties** - We will disclose information to third parties about your Accounts or the transactions you make:

- a. Where it is necessary for completing a transaction; or
- b. In order to verify the existence and condition of your Accounts to a third party, such as a credit bureau or merchant; or
- c. In order to comply with a governmental agency or court orders; or
- d. If you give us your written permission; or
- e. To our affiliates or for purposes of offering or providing you other products or services.

American Bank's Privacy policy details a consumer's rights to privacy and can be found on our home page or by requesting it from any Customer Service Representative.

14. **Authorization to Obtain Information** - You agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments.

15. **Termination** - You may terminate your use of the Service at any time by calling us at 636-745-2888 or 573-684-2928 or write to: American Bank, Electronic Banking P.O. Box 490, Wright City, MO 63390. You must notify us at least ten (10) days prior to the date on which you wish to have your Service terminated. We may require that you put your request in writing. If you have scheduled payments with a Transaction Date within this ten day period, you must also separately cancel those payments. If we have not completed processing your termination request and you have not otherwise canceled a payment, you will be responsible for payments with Transaction Dates during the ten (10) days following our receipt of your written notice of termination. Your notice of termination will be confirmed by mail. We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service will be terminated automatically if your Accounts are closed, or accesses to your Accounts are restricted, for any reason. If you would like to transfer the Service to a different account with us, you must provide five (5) business days advance written notice. Termination will not affect your liability or obligations under this Agreement for transactions we have processed on your behalf.

16. **Limitation of Liability** - Except as otherwise provided in this Agreement, we are not responsible for any loss, injury or damage, whether direct, indirect, special or consequential, caused by the Service or the use thereof.

17. **Software** - The software programs providing the services are provided "as is." We disclaim all warranties whatsoever concerning the software, specifically including without limitation any warranty of fitness for a particular use or warranty of merchantability. The software contains trade secrets in its human perceivable form and, to protect them, you may not modify, translate, reverse engineer, decompile, disassemble



or otherwise reduce the software to human perceivable form. You may not create derivative works based on the software or remove any proprietary notices, labels or marks on the software or accompanying documentation.

18. **Entire Agreement** - This Agreement is the complete and exclusive agreement between you and American Bank of Freedom related to the Service and supplements the Deposit Account Agreement (currently found on the back of your signature card) related to your Accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Accounts or any statement by our employees or agents, this Agreement shall control.

19. **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of Freedom, without regard to any state's conflicts of laws provisions.

20. **Amendments** - We may amend or change any of the terms and conditions of this Agreement under the same terms and conditions as we may make changes to the Depositor Agreement governing your accounts.

21. **Severability** - The same severability provisions, which are set forth in the bank's Deposit Account Agreement, shall also apply to this Agreement.

22. **Statements of Representatives** - If there is a conflict between what one of our representatives says and the terms of this Agreement, the terms of this Agreement will prevail.

23. **Arbitration and Waiver of Jury Trial** - All irresolvable disputes or claims pertaining to the Service, a Service Account or the relationships that arise there from, whether based in contract, tort or otherwise, shall be resolved by binding arbitration under the expedited procedures of the Commercial Financial Disputes Arbitration Rules of the American Arbitration Association (AAA) and the Federal Arbitration Act in Title 9 of the US Code. Arbitration hearings will be held in Warren County, Freedom or where mutually agreed. A single arbitrator will be appointed by the AAA and will be an attorney or a retired judge with experience and knowledge in banking transactions. Any issue concerning whether or the extent to which a dispute or claim is subject to arbitration, including but not limited to issues relating to the validity or enforceability of these arbitration provisions, shall be determined by the arbitrator. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law shall be applicable in any such arbitration, and the commencement of an arbitration under this Agreement shall be deemed the commencement of an action for such purposes. No provision of this paragraph shall restrict the ability of any person to exercise all rights and remedies available under applicable law or this Agreement; provided, however, that the exercise of those rights or remedies is subject to the right of any other person to

demand arbitration as provided herein. The commencement of legal action by a person entitled to demand arbitration does not waive the right of that person to demand arbitration with respect to any counterclaim or other claim. No person entitled to demand arbitration hereunder shall be permitted to assert a dispute or claim that is on behalf of any other person. Similarly, an arbitration proceeding under this Agreement may not be consolidated with other arbitrations proceedings. Judgment upon the award rendered in arbitration shall be final and may be entered in any court, state or federal, having jurisdiction. IF A DISPUTE OR CLAIM IS NOT SUBJECT TO ARBITRATION FOR ANY REASON, THEN THE DISPUTE OR CLAIM SHALL BE DECIDED IN A COURT OF COMPETENT JURISDICTION WITHOUT A JURY. YOU AND WE IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY.

## **Bill Payment Service**

**24. How to set up payees/payments** - Complete a bill paying enrollment form. If you want to add a new payee, use "SET UP ACCOUNTS/PAYEE" on the internet or speak to an American Bank customer service representative. You may add a new fixed payment to a Payee, only if the Payee is on your authorized list of payees, and by accessing the Service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the Service. The Financial Institution reserves the right to refuse the designation of a Payee for any reason.

Each Payee accepted by the Financial Institution will be assigned a payee code. You may pay almost any payee you wish. There are several restrictions:

- 1) The merchant must be located in the United States;
- 2) Payments may not be remitted to tax authorities or government and collection agencies;
- 3) Payments may not be remitted to security companies such as Ameritrade for stock purchases or trade taxing authorities; and
- 4) Court directed payments are unauthorized (Alimony, child support, or other legal debts).

Don't forget you can use this system to send payments to your son/daughter in college, pay your local orthodontist, credit cards, charitable donations, etc. A merchant is defined as anybody (company or individual) to whom you want to send money.

American Bank is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list.

**25. Accessing the Service** - You will access the service through your online banking setup with American Bank.

**26. The Bill paying process -**

**(a) Single Payments**

A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, is currently 2:00pm (CST). A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

**(b) Recurring Payments**

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules: (i) If the recurring payment's "Pay Backward" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date. (ii) If the recurring payment's "Pay Backward" option is not selected (or if the "Pay Backward" option is not available), the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

For Single and Recurring Payments, you must allow at least five (5) business days prior to the due date, for each bill payment to reach the Payee. (For mid west subscribers, allow 7 days and for west coast subscribers, allow 8 days.) Any bill payment can be changed or canceled, provided you access the Bill Pay Service prior to the cut-off time on the business day prior to the business day the bill payment is going to be initiated.

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to the Financial Institution. The Financial Institution reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this

requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and the Financial Institution has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree the Financial Institution, at its option, may charge any of your accounts with the Financial Institution to cover such payment obligations. The financial institution reserves the right to change the cut-off time. You will receive notice if it changes.

## **27. Liability -**

### **(a) Consumers**

You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Financial Institution. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. The Financial Institution is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The Financial Institution is not liable for any failure to make a Bill Payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a Payee for a Bill Payment. The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent. In any event, the Financial Institution will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Financial Institution has knowledge of the possibility of them. The Financial Institution is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's reasonable control.

(b) Business/Nonprofit/Governmental Customers

You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Financial Institution. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment.

The Financial Institution is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The Financial Institution is not liable for any failure to make a Bill Payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a Payee for a Bill Payment. The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent. In any event, the Financial Institution will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Financial Institution has knowledge of the possibility of them. The Financial Institution is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's reasonable control.

28. **Amendment and Termination** - American Bank has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

We have the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to us at American Bank of Freedom, Electronic Banking P.O. Box 490, Wright City, MO 63390. We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by American Bank on your behalf.

29. **Fees** - Your fees are as listed in our current fee schedule and on the separate bill payment agreement, as may be modified from time to time, and available from any American Bank Customer Service Representative. We will notify you of any changes. We reserve the right to charge you for research time, at the current bank rate, involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred. Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included,

or, received when you opened your account, which discloses important information concerning your rights and obligations.

## **Business/Nonprofit/Governmental Services**

30. **General** - By requesting or using the Service, you agree to be bound by all terms and conditions of this Agreement, including amendments we make from time to time. Use of the Service by any Authorized Representative after the scheduled effective date of an amendment will make the amendment binding upon your business and each Authorized Representative. You also agree to comply with our instructions for use of the Service, whether such instructions are furnished online or otherwise. Your bank accounts will continue to be governed by our Deposit Account Agreement and Availability of Funds Policy. Any special account services to which you subscribe (e.g., wire transfer positive pay, ACH, etc.) will be governed by the applicable agreement furnished to you separately. However, if there is an express inconsistency between those agreements and this Agreement, this Agreement will govern to the extent of such inconsistency. *This Agreement is intended for accounts established for business purposes, including without limitation corporate, partnership, Limited Liability Company and sole proprietorship accounts.*
31. **Access** - To request access to the online banking service you will need to call and talk to a Customer Service Representative at 636-745-2888 or 573-684-2928. Upon our approval, you will be issued a confidential User ID and Password to utilize the Access Service. If your business requires that multiple Authorized Representatives be able to use the Access Service, you agree to request a separate User ID and Password for each person. You may designate the particular accounts each Authorized Representative may access through the Access Service. You also may designate whether you wish an Authorized Representative to have access through the Access Service for information reporting purposes only or also for balance transfer, bill payment, or other functions which you have arranged, or do arrange, to utilize through the Access Service. We may require that you designate a Primary User having authority to administer and maintain all User ID's and Passwords and account activity levels. Instructions for changing Passwords are available at online Help at this Website.
32. **Security** - You acknowledge that the User ID and Password procedures and the multiple Authorized Representative activity level options described above constitute commercially reasonable security procedures. You agree to safeguard the confidentiality of all User ID's and Passwords and to provide them only to your Authorized Representatives, and you agree to notify us immediately if you believe that the

confidentiality of any of such information may have become compromised. You authorize us to execute all transfer and other instructions we receive with a valid User ID and Password before you notify us of unauthorized use and we have a reasonable opportunity to act upon your notice. You agree that we have no obligation to obtain verification from a second person of an instruction entered with your User ID and Password unless you have followed our procedures to establish a verification procedure for such instructions. Except for complying with any verification procedure which we offer and which you have selected according to our set-up procedures, we will have no obligation to review or monitor for any reason (including without limitation the possibility of application of business funds for unauthorized purposes for the benefit of employees or others) instructions or transactions conducted with your User ID and Password. If you are an owner of an account for which a valid User ID and Password is furnished to us in order to transfer funds from the account, you agree to indemnify and hold us harmless from all loss and liability arising in connection with such transfers, even if such transfer instructions were not authorized by you. You agree to promptly review account and transaction records we make available to you, whether in electronic or paper form, and to promptly report any discrepancy to us.

**33. Access Service functions** - The basic functions of the Service include the following:

- Information reporting
- Interbank account transfers to and from linked accounts
- Bill payment

Each business which we approve to utilize the Service will be permitted to utilize the basic functions after account function set-up procedures are completed.

Businesses which have already signed applicable agreements and been set up by the Bank for the following special functions may also obtain access to those functions through the Service.

ACH

**34. Information reporting** - This function enables you to review online certain account transaction history and reports which you have elected to receive with respect to deposit accounts linked to the Service. (Some information may be current only as of the close of the previous banking day.)

**35. Interbank account transfers** - This function enables you to make online funds transfers between your Bank accounts which are linked to the Service.

**36. Bill payment** - (a) You may make payments through the bill payment function of the Service. Please see the section 'Bill Payment Services' for more details regarding your rights and obligations.

37. **ACH** - If you request and receive our approval to utilize the ACH function and you execute our ACH Agreement and complete our ACH set-up procedures, you will be permitted, subject to our ACH policies and procedures, to originate ACH transactions online by entering your instructions to transfer funds, via the automated clearinghouse system, to or from your Bank accounts or your accounts maintained at other depository institutions, or to or from third- party accounts (pursuant to their prior authorization obtained by you. The transaction information which you enter must be exact. The receiving bank may post ACH transactions based on the designated account number, even if the name of the payee on the account does not match the name of the payee you designated, and you will be liable for those transactions. Thus, you must confirm the accuracy of the receiving party's account number and the other transaction information before you submit your ACH instructions. The Bank's cutoff time for execution of ACH instructions is 2:00 pm CST. If you enter ACH instructions before the cutoff time and wish to cancel or revise them, you must do so before the cutoff time. ACH transactions submitted through the Service are subject to ACH fees separately disclosed to you.
38. **Charges** - Transactions which you conduct through the Service, including without limitation ACH transfers, wire transfers positive pay, and stop payment orders, are subject to the fees for such services which are separately disclosed to you. The fees for bill payment services are described above. The fees, if any, for subscribing to the Service will be disclosed to you at the time you are notified (electronically or in writing) that we have approved your application to subscribe to the Service. You may notify us at that time that you reject the Service, in which case you will owe no fees for the Service, so long as you never use it. If you request or use additional services through the Service, including without limitation services provided by other information providers, you may be assessed additional charges applicable to those services. You are responsible for payment of the charges assessed by your Internet service-provider or other third-parties.
39. **Liability limitation** - We will have no liability to you for failing from time to time to provide online access to your accounts and/or to account functions which generally are available to you through the Service, regardless of the reason for such unavailability. Even when the Service is available to you, we will not be obligated to execute any instruction or transaction which does not satisfy each of the following criteria: (1) there must be sufficient, unencumbered funds available in the account from which funds you wish to transfer funds; (2) the transaction must be in full compliance with the terms and conditions of this Agreement, other applicable agreements, and our instructions; and (3) the transaction must be in accordance with other requirements of our applicable policies, procedures, and practices. In addition, under no circumstances will we be liable for any loss, damage, expense, or cause of action (whether such action is based on contract, tort, or any other form of action) arising out of or in connection with: (1) funds transfers or other transactions for



which the instructions submitted to us were accompanied by a valid User ID and Password, regardless of whether such transactions were not authorized by, and did not benefit, the accountholder; (2) execution of an ACH, wire transfer, or other funds transfer order or positive pay instruction in conformity with the information submitted to us with your valid User ID and Password, regardless of whether the some or all of the information submitted was erroneous; (3) our failure to stop payment on a check or other transfer for which some or all of the information submitted to us was either erroneous or not timely submitted; or (4) any viruses which may infect your computer equipment, regardless of the source of such infection. The circumstances described in the two preceding paragraphs shall never be considered losses attributable to any act or inaction on our part. Under no circumstances whatsoever will we be liable for any indirect, incidental, exemplary, special, or consequential damages, including without limitation damages in the nature of legal expenses or loss of anticipated profits. Our liability for damages arising from any delay in executing your funds transfer orders shall not exceed an amount equal to interest on the funds at the federal funds rate paid by Bank for a period not to exceed two weeks.

## **American Bank of Freedom Alerts Terms and Conditions**

**Alerts.** Your enrollment in American Bank of Freedom 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 American Bank of Freedom 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. American Bank of Freedom 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 **American Bank of Freedom** 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" 41952 at anytime.** 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 **American Bank of Freedom** Online Banking. For help with SMS text alerts, text "HELP" to **41952** In case of questions please contact customer service at **636-745-2888**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** **American Bank of Freedom** 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 **American Bank of Freedom's** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **American Bank of Freedom**, 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.

## ACCOUNT TO ACCOUNT TRANSFERS

**1. Introduction.** This Account to Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and American Bank of Freedom (hereinafter "we" or "us") in connection with the Account to Account Transfer Service (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered.

**2. Description of Account to Account Transfer Service.** The Account to Account transfer service (the "Account to Account Transfer 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.

### 3. Definitions.

- a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- c. "Affiliates" are companies related by common ownership or control.
- d. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- e. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account to Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.
- f. "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.
- g. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- h. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.
- i. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.

**4. Service Providers.** We are offering you the Account to Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account to Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account to Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account to Account Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Account to Account Transfer 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.

### 5. Authorization and Processing.

- a. 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.

- b. 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 9 (Account to Account Transfer 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 9 (Account to Account Transfer 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.
- c. 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 Account to Account Transfer 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 10 (Refused Transfers) 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.
- d. It is your responsibility to ensure the accuracy of any information that you enter into the Account to Account Transfer 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.

**6. Transfer Methods and Amounts.** There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. 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 Account to Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

**7. Transfer Cancellation Requests.** You may cancel a transfer at any time until it begins processing (as shown in the Account to Account Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds

transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

**8. Stop Transfer Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Account to Account Transfer Service pursuant to Section 26 (Errors, Questions, and Complaints). 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.

**9. Account to Account Transfer Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer 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 Account to Account Transfer 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 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer 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 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

**10. 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.

**11. Returned Transfers.** In using the Account to Account Transfer Service, you understand transfers may be returned 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 and credit your Account from which you attempted to transfer funds. You may receive notification from us.

**12. Notices to Us Regarding the Account to Account Transfer Service.** Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must be sent by postal mail to: P.O. Box 490, Wright City, MO 63390. We may also be reached at (636) 745-2888 for questions and other purposes concerning the Account to Account Transfer Service. We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

**13. 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 Account to Account Transfer 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 Account to Account Transfer Service setup or customer profile. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) 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 12 (Notices to Us Regarding the Account to Account Transfer Service) 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 Account to Account Transfer Service if you withdraw your consent to receive electronic communications.

**14. 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.

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

**16. Your Privacy; Privacy of Others.** 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. If you receive information about another person through the Account to Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account to Account Transfer Service.

**17. Eligibility.** The Account to Account Transfer 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 Account to Account Transfer 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 Account to Account Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

**18. Prohibited Transfers.** The following types of transfers are prohibited through the Account to Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Transfers that violate any law, statute, ordinance or regulation; and
- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
- d. Transfers 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. Transfers 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. Transfers 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, 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, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Transfers relating to 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 transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

**19. 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 Account to Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account to Account Transfer 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 Account to Account Transfer 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 Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer 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 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

**20. Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Account to Account Transfer Service in the manner set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) 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 Account to Account Transfer 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 transfers 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 may in our sole discretion extend the period.

**21. 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.

**22. Failed or Returned Transfer Instructions.** In using the Account to Account Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer 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 Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer 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 Transfer 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 Transfer Instruction if the transfer 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 Transfer 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 transfer, 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.

**23. 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 Account to Account Transfer Service, changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting customer care for the Account to Account Transfer Service as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

**24. Information Authorization.** Your enrollment in the applicable Account to Account Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Account to Account Transfer 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 Account to Account Transfer Service, to authenticate you when you log in, to send you information about the Account to Account Transfer 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 Account to Account Transfer 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 Account to Account Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Account to Account Transfer Service.

- 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.

**25. Account to Account Transfer Service Termination, Cancellation, or Suspension.** If you wish to cancel the Account to Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. Any transfer(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 Account to Account Transfer 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.

## **26. 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 12 (Notices to Us Regarding the Account to Account Transfer Service) 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.

**27. Intellectual Property.** All marks and logos related to the Account to Account Transfer 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 Account to Account Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Account to Account Transfer Service, the portion of the Site through which the Account to Account Transfer Service is offered, the technology related to the Site and Account to Account Transfer 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 Account to Account Transfer 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.

**28. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Account to Account Transfer 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 Account to Account Transfer 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.

**29. Password and Security.** If you are issued or create any password or other credentials to access the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer 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 Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. See also Section 20 (Your

Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

**30. Amendments.** We may amend this Agreement and any applicable fees and charges for the Account to Account Transfer 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 Account to Account Transfer 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 Account to Account Transfer 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 Account to Account Transfer Service, and/or related applications and material, and limit access to only the Account to Account Transfer Service's more recent revisions, updates, upgrades or enhancements.

**31. 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 Account to Account Transfer Service. We do not have control of, or liability for, any products or services that are paid for with our Account to Account Transfer Service. We also do not guarantee the identity of any user of the Account to Account Transfer Service (including but not limited to recipients to whom you send transfers).

**32. 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.

**33. 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 Account to Account Transfer 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 Account to Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**34. Disputes.** In the event of a dispute regarding the Account to Account Transfer Service, you and we agree to resolve the dispute by looking to this Agreement.

**35. Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

**36. Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 (Arbitration) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

**37. 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 Account to Account Transfer Service.

**38. 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 Account to Account Transfer 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.

**39. 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.

**40. Exclusions of Warranties.** THE SITE AND ACCOUNT TO ACCOUNT TRANSFER 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 ACCOUNT TO ACCOUNT TRANSFER 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.

**41. 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 ACCOUNT TO ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT TO ACCOUNT TRANSFER 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 ACCOUNT TO ACCOUNT TRANSFER 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 ACCOUNT TO ACCOUNT TRANSFER 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 ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER 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 ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 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.

**42. 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 Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer 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 4, 12, 13, 21, 22, 27 and 32- 42 of the Agreement, 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.

#### **AMENDMENTS**

We may amend this Agreement from time to time. The "last amended" date will be indicated within this Agreement. It is your sole responsibility to review this Agreement and any subsequent amendments to this Agreement prior to logging in.

By clicking "Agree" you acknowledge that you read and agree to the above terms and conditions.