

## First National Bank Online Banking Terms and Conditions

These terms and conditions (the "Agreement") govern the use of First National Bank ("Bank") Online Banking Services. ***Enrolling in Online Banking or using any of the Services (referenced below) constitutes your acceptance of this Agreement.***

**PLEASE BE AWARE THAT BANK WILL NEVER CONTACT YOU BY PHONE OR EMAIL REQUESTING YOUR USER ID, PASSWORD, OR OTHER INFORMATION THAT CAN BE USED TO ACCESS YOUR ACCOUNT OR ONLINE BANKING SERVICES.**

### Online Banking Basic Terms and Conditions

**Service Description.** Online Banking Services are designed to allow you to: (i) access to certain account information; (ii) establish and receive account alerts; (iii) transfer funds; and (iv) receive certain other services that Bank may make available from time to time (collectively, the "Services"). You may also obtain certain software ("Software"). Unless the context requires otherwise, references herein to "Online Banking" refer to the Services and Software and related documentation. Enrollment is subject to Bank's approval and requires identification of your banking relationship(s) with Bank and certain other information as required by Bank. Mobile Banking Services may be available separately.

**Additional Rules.** You also agree to comply with all operating instructions and rules that may be made available to you from time to time in connection with Online Banking. The "General Terms" at the end of this document also apply to Online Banking.

**Privacy and User Information.** You acknowledge that in connection with your use of Online Banking, Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, data about your usage of the Services (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Online Banking (collectively "User Information"). Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to provide Online Banking, perform analytics to improve Online Banking, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Bank and its affiliates and service providers also reserve the right to monitor use of Online Banking for purposes of verifying compliance with the law, this Agreement and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

For further information about Bank's privacy policy, please see: <https://www.fnbc Creston.com/about/site-information/privacy-policy>

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

providing Online Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Bank, Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Online Banking, the security of Online Banking, or other customers of Online Banking; or (d) otherwise abuse Online Banking.

## Alerts

These Alerts terms apply to the Alerts feature (referenced below) within Online Banking. These Alerts terms only apply to Alerts. If Alerts are not available to you, then these Alerts terms do not apply. To the extent there is any conflict between the terms of the Agreement and these Alerts terms with respect to Alerts, then the terms in these Alerts terms shall apply.

Alerts in General. Your enrollment in Online Banking includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from Bank that contain transactional information about your account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to enrolled accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, Bank strongly recommends that you do not do so because they provide important information related to your accounts.

Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the More menu within Online Banking.

Bank may add new Alerts from time to time, or cancel old Alerts. Bank will usually notify you when it cancels Alerts, but is not obligated to do so. Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. Bank 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 Online Banking message in-box, by an e-mail message. 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 Bank a valid mobile phone number or email address so that it may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing Bank of that change. Your Alerts will be updated to reflect the changes that you communicate to Bank with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 99588 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts, just visit the Alerts tab in Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at 888 969-1265. Participating carriers include (but are not limited to) AT&T, SprintPCS, T Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Bank 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. Bank strives 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 Bank's control. Bank neither guarantees the delivery nor the accuracy of the contents of each Alert. You agree to not hold Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (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, Bank 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.

## **Funds Transfers**

These Funds Transfer terms apply to the Funds Transfer services available through Online Banking. These Funds Transfer terms only apply to Funds Transfers. If Funds Transfers are not available to you, then these Funds Transfer terms do not apply. To the extent there is any conflict between the terms of the Agreement and these Funds Transfer terms with respect to Fund Transfers, then the terms in these Funds Transfer terms shall apply.

Authorization. You authorize Bank to process transactions created through the use of Online Banking, including the amount of any recurring payment or transfer that you make. You agree that sufficient funds must be available in your account on the date that you schedule payments or transfers to be made using Online Banking.

Termination of access to Funds Transfer Services. To terminate your access to Funds Transfer services, contact Bank at 877-782-2195. For security purposes, if Online Banking has not been accessed for at least 90 days, it may become inactive. To re-activate, you may need to re-enroll.

### **Electronic Fund Transfers Disclosure**

Your Rights and Responsibilities. This Electronic Fund Transfers Disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E. Indicated below are types of Electronic Fund Transfers Bank may handle, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transaction listed. You should keep this notice for future reference.

Funds Transfers. You may access an enrolled account using Online Banking to:

- Transfer funds from Checking to Checking, transfer funds from Checking to Savings/Money Market, transfer funds from Savings/Money Market to Checking, transfer funds from Savings/Money Market to Savings/Money Market, make payments from Checking to Loan accounts with Bank, make payments from Savings/Money Market to Loan accounts with Bank, advance from a loan (Line of Credit) to a checking or savings account with Bank.
- You may make payments to third parties from your Checking account(s) as permitted by your agreement with Bank. No payments to third parties may be made from Money Market or Savings accounts. Refer to the CheckFree® RXP® BillPay Terms and Conditions previously provided to you for the following: Fee schedule, transfer and payment options and timing of payments.

You may also obtain information about the account balance of Checking accounts, the last statement of deposits or withdrawals to Checking accounts, the account balance of Savings/Money Market accounts, the last statement of deposits or withdrawals to Savings/Money Market accounts, the account balance of certificate of deposits, the account balance of Loan accounts, and the last statement of activity on Loan accounts.

Fees. Except as indicated elsewhere, Bank does not charge for these electronic fund transfers.

Periodic Statements. You will get a monthly account statement from Bank for your Money Market and Checking accounts. You will get a monthly statement from Bank for your Savings accounts if you have electronic initiated debits. All payments, transfers and/or fees will appear on your monthly account statement.

Preauthorized Payments.

- Right to stop payment and procedure for doing so. If you have told Bank in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call or write Bank at the telephone number or address listed on this disclosure (E-mail not accepted) in time for Bank to receive your request 3 business days or more before the payment is scheduled to be made. If you call, Bank may also require you to put your request in writing and get it to Bank within 14 days after you call. Bank will charge you for each stop payment order you give. Fee schedule available upon request.
- Liability for failure to stop payment of preauthorized transfer. If you order Bank to stop one of these payments 3 business days or more before the transfer is scheduled, and Bank does not do so, Bank will be liable for your losses or damages.
- In the event of termination of Services, recurring transfers will not necessarily be discontinued. In the event that you have discontinued use of the Services and want recurring transfers stopped, please contact Bank at 877-782-2195 to ensure the transfers are stopped.

Bank's Liability. If Bank does not complete a transfer to or from your account on time or in the correct amount according to its agreement with you, Bank will be liable for your losses or damages. However, there are some exceptions. Bank will not be liable for the following:

- If, through no fault of Bank, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond Bank's control (such as flood or fire) prevent the transfer, despite reasonable precautions that Bank has taken.
- There may be other exceptions stated in Bank's agreements with you.

Confidentiality. Bank will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give Bank written permission.

Unauthorized Transfers.

1. Consumer liability generally. Tell Bank AT ONCE if you believe any of your access devices or Authentication Methods (see below) has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell Bank within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used an access device or Authentication Method without your permission.

2. If you do NOT tell Bank within 2 business days after you learn of the loss or theft of an access device or Authentication Method, and Bank can prove it could have stopped someone from using the access device or

Authentication Method without your permission if you had told Bank, you could lose as much as \$500. Also, if your statement shows transfers that you did not make including those made by your access device or Authentication Method or other means, tell Bank at once. If you do not tell Bank within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if Bank can prove that it could have stopped someone from taking the money if you had told Bank in time. If a good reason (such as a long trip or hospital stay) kept you from telling Bank, it will extend the time periods.

3. Contact in event of unauthorized transfer. If you believe any of your access devices or an Authentication Method has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write Bank at the telephone number or address listed on this disclosure.

#### Error Resolution Notice

In Case of Errors or Questions about Your Electronic Transfers, Call or Write Bank at the telephone number or address listed on this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. Bank must hear from you no later than 60 days after it sent the FIRST statement on which the problem or error appeared.

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

If you tell Bank orally, it may require that you send your complaint or question in writing within 10 business days. Bank will determine whether an error occurred within 10 business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) after Bank hears from you and will correct any error promptly. If Bank needs more time, however, it may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If Bank decides to do this, it will credit your account within 10 business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes Bank to complete the investigation. If Bank asks you to put your complaint or question in writing and does not receive it within 10 business days, Bank may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, if you are a new customer. Bank will tell you the results within three business days after completing its investigation. If Bank decides that there was no error, it will send you a written explanation. You may ask for copies of the documents that Bank used in its investigation.

#### Contact Information

By mail: First National Bank, 101 West Adams Street, Creston, IA 50801.

By phone: Call Bank toll-free at 877-782-2195

In person: Please see a personal banker at the nearest Bank office.

A list of locations is provided on Bank's website at <https://www.fnbcreston.com/>

Business Days. A business day is Monday through Friday, excluding Federal Holidays.

#### **General Terms**

System Requirements. You must have secure internet access. You must also have and use an operating system and the applications that Bank and/or its service provider(s) specify from time to time. Bank is not responsible for your computers, devices or the systems or applications you need to use the Services. You are solely responsible for all

recommended maintenance, repairs, upgrades and replacements. Bank is not responsible for, and you release Bank from, any and all claims or damages resulting from, or related to, any computer virus, unauthorized access or other problems associated with using your computers, devices, e-mails, text messages, or the Internet. You agree not to transmit to Bank any virus, malicious functionality or other undisclosed feature that may have an adverse impact on Bank or its systems.

Availability of Services. Bank reserves the right to suspend or discontinue your use of the Services at any time with or without cause and without prior notice to you. The Services may also be unavailable from time to time due to causes beyond the control of Bank, including but not limited to, due to the acts or omissions of the service provider(s) Bank relies upon to support the Services. Bank does not assume responsibility for any technical or other difficulties you may experience when using the Services.

Changes. Some of Bank's services have qualification requirements, and Bank reserves the right to change those requirements at any time without prior notice. Bank also reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. This Agreement is subject to change by Bank from time to time. Your continued use of the Services will indicate your acceptance of all changes referenced above. If you disagree with a change, you may discontinue using the Services. To the extent that Online Banking allows you to access third party services, Bank and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will Bank be liable for the removal of or disabling of access to any such services. Bank may also impose limits on the use of or access to certain services, in any case and without notice or liability.

Security; Authentication Method. Bank may require communications and instructions from you to be provided using a User ID, password, test key, answers to challenge questions, and/or other code or authentication method (referred to herein collectively as your "Authentication Method"). You agree that Bank is entitled to act upon any communications or instructions Bank receives under your Authentication Method. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You also agree to: (i) protect your computers and devices against loss, theft or unauthorized use and access (thieves and hackers may try to access them); (ii) protect your computers and devices against viruses, key loggers, malware and other unwanted functionalities; and (iii) follow any security guidance that Bank provides from time to time. Visit Bank's Security Center located at <https://www.fnbcreston.com/>. Please consider using all the resources that are available to you. The resources Bank makes available are only offered on an AS IS basis. Bank does not guarantee those resources and is not responsible for any resource that is not effective in any particular situation. You agree not to use your computers or devices on an unsecured network (such as public WiFi) or from a location outside the United States and you agree not to leave your computers or devices unattended while logged into Online Banking (close Online Banking when you are not using it). You agree to notify Bank immediately if any of your computers or devices is lost or stolen or if you believe the security of your Authentication Method has been compromised. Except as required by applicable law, Bank does not accept responsibility for losses you suffer from unauthorized access to your computers and devices. FAILURE TO PROTECT YOUR COMPUTERS, DEVICES OR YOUR AUTHENTICATION METHOD MAY RESULT IN SOMEONE ELSE ACCESSING AND USING THE SERVICES OR YOUR ACCOUNTS IN YOUR NAME. You are liable for all transactions made or authorized with the use of your Authentication Method. Bank has no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations to Bank. Any communications or instructions Bank receives from you using your Authentication Method shall be considered "in writing" and shall have the same force and legal effect as a writing signed by you. Additional Authentication Methods may also include biometric login. If available to you, this is an optional sign-in method for Online Banking that may be available for certain computers and devices that have a built-in biometric scanner. To use biometric login, you will need to first save your fingerprint/facial feature scan on your computer or device (for more help with biometric scanning, contact the manufacturer that supports your computer or device). Biometrics are stored on your computer or device only and Bank never sees or stores your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information stored on your computer or device access to your personal and payment account information available within Online Banking. Bank reserves the right to suspend or disable this feature at any time. Biometric login can only be associated with one Online Banking username at a time on a device. If your computer or device doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., password). To use biometric login for Online Banking on multiple computers or devices, you will need to set it up for each computer or device. You can enable or disable biometric login anytime within Online Banking.

Errors. You agree to notify Bank immediately at 877-782-2195 of any suspected errors regarding the Services, your accounts or Alerts. Your notice must be promptly confirmed in writing sent to First National Bank 101 West Adams

Street, Creston, IA 50801. If you fail to notify Bank within 60 days after the applicable account statement is sent, such statement shall be deemed correct for all purposes, and you will be considered precluded from bringing a claim against Bank with respect to any matter reflected on such statement.

**Governing Law.** This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Iowa notwithstanding any conflict-of-laws doctrines to the contrary. Any litigation arising out of this or related to this Agreement or your use of the Services shall be commenced and maintained exclusively in a court of competent jurisdiction in the state of Iowa. 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

**Disclaimer of Warranties.** You acknowledge that the Services may not always reflect the most recent activity on your accounts and may reflect funds that are not available for immediate withdrawal. The information available via the Services may not always match the information available via Mobile Banking services. USE OF ONLINE BANKING IS AT YOUR OWN RISK. ONLINE BANKING IS 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, BANK DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF ONLINE BANKING. OPERATION OF ONLINE BANKING MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF BANK'S CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW. BANK MAKES NO WARRANTY THAT ONLINE BANKING WILL BE ERROR-FREE.

**LIMITATION OF LIABILITY.** YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, ONLINE BANKING MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND BANK'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF ONLINE BANKING, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL BANK OR ITS AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO ONLINE BANKING THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL BANK OR ITS AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR 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 ONLINE BANKING OR THE WEBSITES THROUGH WHICH ONLINE BANKING IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL BANK OR ITS AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO ONLINE BANKING OR THE WEBSITES THROUGH WHICH ONLINE BANKING IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING 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. BANK'S AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF ITS AFFILIATES AND LICENSORS AND CONTRACTORS 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. Bank, its affiliates, licensors or contractors or the employees or contractors of any of these are not responsible for: (i) your communications or instructions unless and until Bank actually receives them in a readable form in compliance with this Agreement, has a reasonable opportunity to act on them and believes them to be authentic; (ii) any third party act or omission; (iii) failures or insolvency of other banks; or (iv) the loss, destruction or interception of items or information in transit.

**Indemnification.** You agree to indemnify, defend and hold Bank harmless from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (including reasonable attorneys' fees) arising out of or related to: (i) any third party claim made against Bank that arises out of or relates to any check, item, image or other incoming work Bank receives from you; (ii) any other third party claim based on Bank's provision of the Services to you, including any

claim arising out of responsibility that Bank has to others for handling or being associated with any check, item, image, transfer or other transaction on your behalf; (iii) your acts or omissions or breach of this Agreement; or (iv) Bank acting on your requests, communications, instructions or Authentication Method. You are not required to indemnify Bank for its own willful misconduct.

Complete Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior communications and agreements between the parties with respect to that subject matter, except that the terms of conditions governing your deposit account with Bank shall continue to apply. To the extent that these terms conflict with any separate deposit account terms, these terms control.

**Revision Date 08/2020**