

By clicking, “I AGREE”, you agree to all the terms and conditions included in the Online Service Agreement, Mobile Banking Service Agreement, Mobile Deposit Agreement, User Consent and Agreement for Electronic Delivery of Bank Statements, Notices and Disclosures, Account Alerts Terms and Conditions, and Account to Account Transfer Terms of Service. Please review all of these documents prior to proceeding as they are listed in their entirety below.

THIS CONTRACT CONTAINS A BINDING ARBRITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Citizens Bank Online Service Agreement

This Agreement governs the use of the Citizens e-Branch Banking service. By using Citizens e-Branch Banking, you accept all the terms and conditions of this agreement. Please read it carefully. You should retain a copy of this agreement for your records.

You may reach Citizens Bank at:

P.O. Box 197
New Haven, MO 63068
Ph: 573-237-3051
Fax: 573-237-3057

The terms and conditions of the deposit agreements and disclosures for each of your accounts with Citizens Bank as well as your other agreements with Citizens Bank, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. If there is a conflict between the terms of your other agreements with Citizens Bank and this Agreement, then the one of your pre-existing agreements and disclosures will apply. When you use any of the Citizens e-Branch Banking Services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

Definitions, as used in this Agreement, include the words “we,” “our,” “us,” and “Bank” mean Citizens Bank. “Citizens e-Branch Banking” means Citizens Bank Online Banking Service. “You,” “your,” “Customer” and “Company” refer to the accountholder authorized by Citizens Bank to use Citizens e-Branch Banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder’s funds through e-Branch Banking. “Account” or “accounts” means your accounts at Citizens Bank. “Electronic funds transfers” means ATM withdrawals, preauthorized transactions, point of sale transactions and transfers to and from your Citizens Bank accounts using Citizens e-Branch Banking including Citizens e-Pay bill pay service. “Citizens e-Branch Banking Services” means the services provided pursuant to this Agreement, including the Citizens e-Pay Bill Payment Service. “Business Day” means Monday through Friday, excluding Federal Holidays.

State and federal law, including the Uniform Commercial Code, and regulations of the Federal Reserve System, other regulatory agencies and clearinghouse associations, regulate much of our relationship with you. These laws and regulations, as well as the terms of the Agreement, may change from time to time without notice to you unless required by law. Your continued use of the service following receipt of the Agreement or notice of a change is considered acceptance of the Agreement or change. Notice of a change may be made by mail or electronically. Some of the transactions permitted under this Agreement are governed by the Electronic Fund Transfer Act and some terms and conditions included in the Agreement are required by this Act.

See Daily Processing Deadlines and Reviewing Transactions for additional details.

System Services

You can use Citizens e-Branch Banking to check account balances, view account histories, transfer funds between your accounts, make stop payment requests, and view checks. We may make additional services available to you initially and from time to time in the future. By using such services, you agree to be bound by the terms and conditions contained in this Agreement. You may also be eligible to use Citizens e-Branch Banking for additional services if approved by us. If approved, we may require you to execute additional agreements prior to using these services on the Citizens e-Branch banking.

Computer Equipment and Software

You are solely responsible for the maintenance, installations, and operation of your computer and for the software used in accessing Citizens e-Branch Banking service. The Bank shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software, nor will the Bank be responsible for any computer virus that affects your computer or the software while using Citizens e-Branch Banking. Additionally, you must have an Internet Service Provider and a Browser to utilize our e-Branch Banking service through the Internet. It will be your responsibility to establish Internet service through a provider. Any costs or fees from your Internet provider are solely your responsibility.

System Requirements, Supported Browsers, and Recommendations

1. Windows 10 or greater
2. Microsoft Edge
3. Firefox
4. Google Chrome
5. Safari
6. Screen Size: 800 by 600 Pixels or higher
7. We are not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and diskettes using a reliable anti-virus product to detect and remove viruses found. An undetected or unrepaired virus may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Security

You understand that the Bank has implemented a security procedure for the purpose of verifying the authenticity of the payment instructions transmitted to the Bank by you and not for the purpose of detecting errors in such instructions. The security procedure consists of unique user identification and a transmission password. In an effort to provide the highest degree of confidentiality and security, the Bank requires the use of browsers that provide encryption using a 128-bit key. You agree that this procedure constitutes a commercially reasonable method of providing security against unauthorized instructions. You agree to be bound by any instruction issued by you and received and verified by the Bank in accordance with such security procedure. In addition, you shall indemnify and hold the Bank harmless from and against any loss suffered or liability incurred by, or arising from the execution of instructions in good faith and in compliance with such security procedure. The Online Banking site has a valid certificate, issued by a trust worthy authority. This means information (such as passwords or credit cards) will be securely sent to this site and cannot be intercepted. Always be sure you are on the intended site before entering any information. Notwithstanding our efforts to ensure that the Citizens e-Branch Banking System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Citizens e-Branch Banking, or e-mail transmitted to and from us, will not be monitored or read by others. You understand and agree that any connection to the Internet provides opportunity for unauthorized access by a third party to your computer systems, networks, and any and all information stored therein. We shall not be responsible for any adverse consequences whatsoever of your

connection to or use of the Internet, and shall not be responsible for any use by you of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

User Code and Password

Each customer requesting access to Citizens e-Branch Banking will be required to have a unique User ID. For security purposes, if the password is assigned by Citizens Bank, the User is required to change the Password upon their initial login to Citizens e-Branch Banking. You acknowledge and agree that the Bank, in granting your request, may issue to you an initial Password to facilitate your exclusive access to Citizens e-Branch Banking as requested herein, and said initial Password shall be kept absolutely confidential by you to ensure secured access to your accounts. Citizens Bank will allow for Users to enroll online from our website, without coming into the bank. This allows Users to establish their own User ID and Password if the required information is completed accurately: The required information consist of Social Security Number, First Name, Last Name, Date of Birth, email address, mobile phone, account number, and account type. If a customer needs assistance with enrollment to Citizens e-Branch Banking, a temporary User ID and Password will be given to the customer from a Citizens Bank representative. The customer will be required to sign-in with a One-Time-Passcode via text or phone call and change the User ID and Password. Further, you agree to change the initial Password to a Password of your sole selection and choosing upon your initial access to the Citizens e-Branch Banking System, if the password was assigned by the Bank. You determine what Password you will use and the identity of your Password is not communicated to us. Neither Citizens Bank nor any of its representatives shall ever ask for your Password. You agree that we are authorized to act on instruction received under your Password. If you permit any other person to use the services provided by Citizens e-Branch Banking or your User ID and Password, you will have authorized that person to access your accounts and you are responsible for any transaction that person initiates or authorizes from your accounts. You accept responsibility for the confidentiality and security of your Password and agree to change it in accordance with the Citizens e-Branch Banking System requirements. Upon a pre-determined number of unsuccessful attempts to use your User ID or Password, your access to Citizens e-Branch Banking will be revoked. To re-establish your authorization to use Citizens e-Branch Banking, you must contact us to have your User ID and/or Password reset, or use the Forgot Password option. We recommend that you create a Password that is used expressly for Citizens e-Branch Banking and not associated with any commonly known personal identification. The Password should be memorized rather than written down.

Account Requirements

To subscribe to Citizens e-Branch Banking, you must maintain at least one Checking, Savings, Certificate of Deposit or Loan account with the Bank. Citizens e-Branch Banking will allow you to access more than one account to view account balances, transaction information and transfer funds among designated accounts. In order to access the Citizens e-Pay bill payment service, you must have an established checking account. You agree to communicate with any other people who have authorized access to your accounts about any transfers or bill payments from your account in order to avoid overdrafts.

Citizens e-Pay Service

Citizens e-Pay Bill Pay service is an optional feature provided through CheckFree Bill Payment Center. Participation in the CheckFree online bill payment system is subject to the terms and conditions as outlined by CheckFree.

Daily Processing Deadlines and Reviewing Transactions

Account information displayed through Citizens e-Branch Banking is the balance and activity information as of the close of business of the previous business day; transactions that have been processed for the current day may be listed on the site for informational purposes only. Funds transfers between accounts initiated on

your computer using Citizens e-Branch Banking and received by the Bank by 4:00 p.m. CT Monday through Friday will be effective on the current business day. Funds transfers processed on your computer using Citizens e-Branch Banking and received after 4:00 p.m. CT Monday through Friday or all-day Saturday, Sunday, and banking holidays will be effective the following business day. Transactions can be viewed for up to the previous 120 Days on your linked checking and savings accounts. You also have access to view up to 18 months of bank statements for all checking and savings accounts.

Charges and Fees

You agree to pay the fees and charges for your use of Citizens e-Branch Banking, as they are set by us from time to time. You agree that fees and charges may be deducted from the account you designate to us, or any of the accounts maintained by you at the Bank or any other accounts of yours.

You agree to pay any additional charges for bank services you request which are not covered by this Agreement. You are also responsible for telephone, internet service and any other third-party fees you incur in connection with your Citizens e-Branch Banking. The Bank may modify any fees or charges at any time and from time to time upon notice to you.

Electronic Mail (e-mail)

Although you may currently have e-mail capabilities, it is important to remember that normal Internet e-mail transmissions may not be secure. You agree that we may not immediately receive e-mail that you send. We will have a reasonable opportunity to act before taking action on your e-mail requests. Citizens Bank will not use email correspondence to request account or personal information from you to be submitted electronically. We may utilize electronic mail to request that you contact the Bank in-person, by telephone or in writing. You cannot use e-mail to make a Citizens e-Pay bill payment, account inquiry, stop payment, report the unauthorized use of User Code and Password, report an unauthorized transaction or engage in a funds transfer. You must notify us by calling or writing us at the phone number or address listed below:

**Citizens Bank
Bookkeeping Department
PO Box 197
New Haven, MO 63068
(573) 237-3051**

Stop Payments

You may order, through Citizens e-Branch Banking, stop payments on any of your checks which have not yet been paid by the Bank. You must provide the correct check number, date on the check and exact amount of the check. The Bank shall not be liable for any loss suffered by you due to your failure to accurately provide the required information.

A stop payment order will not be effective against a check that was paid prior to the time that the Bank: 1) had received the order; and 2) had a reasonable period of time to respond to the order. You understand that you are responsible for determining whether a check has or has not been paid and the Bank is not responsible for this determination.

At the time you submit a stop payment order to the Bank through Citizens e-Branch Banking, you agree to access the appropriate account and databases through Citizens e-Branch Banking and determine whether the check to which the stop payment order relates has or has not already been paid. You understand that the account history available through Citizens e-Branch Banking regarding account status, and specifically whether individual checks have or have not been paid, is normally updated only once in a twenty-four (24) hour period. As a result, you understand that the information available via Citizens e-Branch Banking regarding the status of individual checks on any given Business Day may be limited to transactions that were processed on the previous Business Day.

You acknowledge that the information regarding the status of the individual checks will not include transactions – including cash payments – on a check that occur on the same Business Day as the date of receipt of the stop payment order. You acknowledge that a transaction search through Citizens e-Branch Banking will not necessarily reveal whether a check has been paid until the Business Day after the Business Day on which the stop payment order is received by the Bank. You will be liable for any loss suffered by you due to your decision to issue a new or replacement check, or to take any other action based on the information in Citizens e-Branch Banking prior to the next Business Day after the Business Day on which the Stop Payment order has been received by the Bank.

The Bank may, but is not obligated to, notify you if the Bank determines through the process of updating the account status on the System that the check was paid on the day the stop payment order was received by the Bank.

You may cancel stop payment orders by writing the Bank. Stop payment orders are automatically cancelled when the account on which the check is drawn is closed or at the end of the term of the order (unless renewed by you). Under certain circumstances, a holder of the check may be entitled to enforce payment against you even when a stop payment order is in effect.

Citizens e-Branch Banking may not be used to stop payment on any automatic entry, such as automatic monthly drafts or ACH debit or credit entries, and the Bank may ignore any attempted stop payment order relating to such items if the order is transmitted through Citizens e-Branch Banking.

Electronic Funds Transfer Act

There are some terms set forth below that are governed by the Electronic Funds Transfer Act (EFT), which is only applicable to Consumer account holders. Commercial account holders are not entitled to the rights provided under this act. The Bank will include any transfers or e-Pay payments you authorize through Citizens e-Branch Banking on your periodic, paper or electronic statements. You agree to review your periodic statement in accordance with this agreement and any other deposit or credit agreements governing your account, for accuracy of all data transmitted through the online system. You should promptly notify the Bank of any discrepancies, including but not limited to, any errors or inaccuracies related to data transmitted by any online service.

You may be assessed a fee for certain transactions. Refer to the Bank's fee schedule for specific fee information. Fees may be deducted from your account without prior notice to you. Fees are subject to change from time to time at the Bank's discretion. We reserve the right to waive, reduce or reverse charges or fees in individual situations.

If you request that we stop one or more pre-authorized debits three business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages pertaining to that transaction only. Our Bank's business days are Monday through Friday. Federal holidays on which our offices are closed are not considered business days. When transactions are presented for processing *in person* at one of our four locations in New Haven, Gerald, Pacific or Washington, MO the business day hours are 8:00 a.m. to 4:00 p.m. You may access your account information through Citizens e-Branch Banking 24 hours a day, seven days a week, except for interruptions due to maintenance or matters beyond the Bank's control. We will disclose information to third parties about your account or the transfers you make in accordance with our privacy guidelines.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages pertaining to that transaction only.

However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft protection.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. If a legal order directs us to prohibit withdrawals from the account.
7. If your account is closed, or it has been frozen.
8. If you, or anyone authorized by you commits any fraud or violates any law or regulation.
9. If you have not properly followed the on-screen instructions for using Online Banking.

**There may be other exceptions stated in our agreement with you. You shall be responsible for all transfers and e-Pay bill payments you authorize through Citizens e-Branch Banking. You shall also be responsible for all transactions initiated by persons to whom you have given your password. Tell us at once if you believe your User Code or Password has been lost or stolen. Telephoning is the best way of minimizing possible losses. After the phone call, follow up in writing within three days. Failure to notify the Bank could result in the loss of all money in your account plus your maximum Overdraft Protection limit, if you have one. If you report to the Bank within two (2) business days, the loss sustained by you will be no more than \$50 if your password is used without your permission. If you do not report to the Bank within two business days after learning of the loss or theft of the password, and the Bank can prove that it could have prevented someone from using the password without your permission had we been notified, you could lose as much as \$500. Also, if your bank statement shows electronic transfers you did not make, report them to the Bank at once. If you do not tell the Bank within 60 days after the statement was mailed, you may lose all of the money transferred after the 60 days if the Bank can prove that it could have prevented the loss had you reported it promptly. The Bank may extend the time periods for a good reason, such as a long trip or hospital stay, which might keep you from notifying the Bank. Commercial account use--If you are not an individual or if your account is for other than personal, family or household purposes, you are liable for any and all unauthorized use of Citizens e-Branch Banking in connection with your accounts. In addition, if it is determined that you are using your commercial account for transactions in violation of prohibited use, i.e. unlawful internet gambling, we reserve the right to take action regarding that activity, up to and including termination of your participation in Citizens e-Branch Online Banking program.

Electronic Fund Transfer Error Resolution

In case of errors or questions about your electronic transfers, or if you feel that any statement or receipt is wrong, or you wish to have more information about a transfer listed on a statement or receipt, contact us in writing or by telephone. Our information is as follows:

Citizens Bank
Bookkeeping Department
PO Box 197
New Haven, MO 63068
(573) 237-3051

Business days: Monday through Friday
Excluding Federal Holidays

We must hear from you within sixty (60) days after we send you the FIRST statement on which the problem or error appeared. When you contact us,

1. Tell us your name and account number. (Do not tell us your password.)

2. Describe the error or the transfer you are unsure about, and explain as clearly as possible why you believe it is an error or why you need more information.
3. Tell us the dollar amount and the item reference number of the suspected error.

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

We will determine whether an error occurred within 10 business days (5 business days for Visa Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we 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 we decide to do this, we will provisionally credit your account within 10 business days (5 business days for Visa Debit Card point-of-sale transactions processed by Visa and 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 us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account. An account is considered a new account for 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If a provisional credit had been made to your account, a corresponding debit will be made.

You may ask for copies of the documents that we used in our investigation.

Notices

We may change the Citizens e-Branch Banking services and the terms, including fees, set forth in this agreement at any time. You will be notified of any such change as required by applicable law. You understand that by using the Citizens e-Branch Banking system after a change becomes effective, you have agreed to the change.

Governing Law

This Agreement shall be governed by the laws of the state of Missouri, and where applicable, by federal law. Any issue relating to an account or service with Citizens Bank shall be governed by the law(s) specified in the agreement for that account or service if there is a separate agreement for that account or service. Citizens Bank is physically located at 100 Circle Drive, New Haven, Missouri and at the following locations: 725 West Springfield Road, Gerald, MO, 2245 West Osage, Pacific, MO, and 1451 High Street, Suite 101, Washington, MO.

Bank's Responsibility

The Bank shall be responsible for performing services expressly provided for in this agreement and shall not be liable for any error or delay so long as the Bank has acted in accordance with the terms and conditions hereof. The Bank shall not be liable if you do not have sufficient funds in a designated account to complete the transaction you initiate or if the account is closed.

The Bank shall not be liable if you have not given us complete, correct or current transfer or payment instructions or if you have not followed proper instructions given through Citizens e-Branch Banking or peripheral software used. The Bank shall not be responsible for any loss, damage, liability or claim arising, directly or indirectly, from any error, delay, or failure in performance of any of its obligations hereunder which is caused by fire or other natural disaster, strike, civil unrest, any inoperability of communications facilities or any other circumstance beyond the control of the Bank.

Termination of Agreement

Your Right to Terminate – You may cancel your Citizens e-Branch Banking service at any time by providing us with a signed written notice by postal mail or fax. Your access to Citizens e-Branch Banking will be suspended within 5 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate – You agree that we can terminate or limit your access to Citizens e-Branch Banking services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Citizens Bank accounts. Citizens e-Branch Banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits.
2. Without prior notice, if there has been 90 or more days of inactivity on your accounts or use of the Citizens e-Branch Banking product.
3. Upon reasonable notice for any other reason at our sole discretion.

Citizens Mobile Banking Service Agreement

This Mobile Banking Service Agreement, governs the Mobile Banking Services, provided by Citizens Bank and your use of those services. This Agreement (this “Agreement”) is entered into by and between Citizens Bank (“we”, “us”, “our” or “Bank”, depending on the context) and you, a current Citizens Bank customer or authorized representative on a Citizens Bank account (“you”, “your”, and “yours”)

Relationship to Other Agreements and Fees – You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your agreements with us, and/or any unaffiliated service providers, including, but not limited to, your mobile service provider (ex: AT&T, Sprint, T-Mobile, Verizon, US Cellular, etc.). You understand that those agreements may include fees, limitations and restrictions which may impact your use of Mobile Banking. Your mobile provider may impose data usage or text message charges for your interaction with Mobile Banking, and you agree to pay all such fees.

Description of Services – Mobile Banking is a service that allows you to access account information and conduct certain transactions using compatible and supported wireless devices. Your enrollment in Mobile Banking permits your use of the service in the following forms: Text (SMS), Mobile Browser (XHTML), and iOS and Android Mobile Apps.

Mobile Banking and any software you may obtain from Mobile Banking (“Software”) may not be available at any time for any reason outside of the reasonable control of “Citizens Bank” or any service provider.

Changes or Cancellation – Citizens Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Mobile Banking Service. We will notify you of any material change via e-mail, text message, or on our website. You will be deemed to accept any changes to this Agreement if you continue to maintain and use Citizens Bank Mobile Banking, which continuing maintenance and use must occur after you have received any required notice, if applicable.

You may cancel your participation in Mobile Banking by calling us at 573-237-3051. We reserve the right to cancel the Mobile Banking Service, or your ability to use the Service, at any time without prior notice. Termination by either party will not affect your obligations under this Agreement, even if we allow a transaction to be completed after the termination of this Agreement.

To Stop Messages – To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says “STOP” to this number: **99588**. You’ll receive a on-time opt-out confirmation text message. After that, you will not receive any future messages.

Privacy and User Information - You acknowledge that in connection with your use of Mobile Banking, Citizens Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively “User Information”). Citizens 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 deliver Mobile 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. Citizens Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use - You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, 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 Mobile Banking or the Software 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 Citizens 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 Citizens Bank or any third-party service provider involved in the provision of Mobile 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 Citizens Bank, any third-party service provider involved in providing Mobile 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 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 Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps - You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

Citizens Mobile Deposit Agreement

PLEASE CAREFULLY REVIEW THESE TERMS AND CONDITIONS BEFORE PROCEEDING:

The Mobile Deposit Agreement (the “Agreement”) is entered into by Citizens Bank (the “Financial Institution”) and you (the “Customer”). The Agreement governs your use of the Mobile Deposit Service offered by Citizens Bank (the “Service”). By enrolling to use the Service, you agree to be bound by the terms and conditions contained in this Agreement. This Agreement supplements the Terms and Conditions Agreement and Disclosure (Account Agreement) you have entered into with the Bank, including but not limited to the “Funds Availability Policy”. In the event of a conflict between the terms of this Agreement and your Account Agreement the terms of this Agreement shall control as it regards to the provision of the Service.

Definitions – As used in this Agreement, the words “You” and “Your” means a person who has applied for the Mobile Deposit Service for personal use. “Bank”, “We”, “Us”, and “Our” mean Citizens Bank. “Account” means your deposit account with us to which you are authorized to make a deposit using a Capture Device.

1. **Description of Service.** Mobile Deposit allows you to deposit money into certain Citizens Bank accounts with your mobile device camera using the Mobile Application or “Mobile App”. To use Mobile Deposit, you must be a Citizens Bank account holder and have agreed to the Online Banking and Mobile Banking User Agreements. You may transmit deposits to us electronically only from a mobile capture device located in the United States.
2. **Limits and Fees.** Citizens Bank does not charge consumers or businesses a fee for this service. Should the bank decide to charge this fee, it can be initiated at any time per the Bank’s discretion. We will notify you at least 30 days before we enact the Mobile Deposit Fee. Use of the Service indicates your acceptance to pay the Mobile Deposit Fee. Internet data usage rates may apply from your Internet service provider or mobile carrier. Daily limit for consumer and business accounts is \$2,500 per day with a per check limit of \$2,500.
3. **Hardware and Software Requirements.** To use Mobile Deposit, you must have a supported mobile device, such as a smartphone or tablet that is compatible with the Mobile Deposit App, with a camera and a supported operating system, have a data plan for your mobile device, and download the App to your mobile device. You are responsible for the security of the mobile device, and for allowing its use only by individuals authorized by you. We are not responsible for, and you release us from, any and all claims or damages resulting from, or relating to, any computer virus or related problems that may be associated with using the Service, email, or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems. We do not guarantee that all mobile devices and operating systems are compatible with the Service.
4. **Types of Checks.** You agree to scan and deposit only checks as the term “check” is defined in the Expedited Funds Availability Act as implemented by Regulation CC. In addition, you agree to only scan items that are properly endorsed. You agree that you will not use the Service to scan and deposit any checks as shown below:
 - Checks in amounts over \$2,500

- Checks not properly endorsed
- Checks payable to any person or entity other than you
- Checks payable jointly, unless deposited into an account in the name of all payees
- Checks containing alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks previously converted to a substitute check, as defined in Regulation CC.
- Checks drawn or payable through any foreign bank or a financial institution located outside the United States, or checks not payable in United States currency.
- Checks that are remotely created, as defined by Reg CC
- Post-dated checks or Stale-dated checks
- Checks that are in any way incomplete, including but not limited to unsigned checks or not dated checks.
- Checks prohibited by the Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of your Account Agreement.
- Checks on which the numerical and written amounts are different
- Checks that have been previously returned unpaid by the financial institution on which they are drawn
- Checks that are payable to Cash
- Starter kit checks
- Money Orders, Cashier's Checks, Travelers Checks, or Savings Bonds
- Credit Card Checks, Insurance Checks, and Tax Refunds
- Checks that have previously been submitted through a remote deposit capture service offered at another other financial institution

5. Endorsements. Endorsements must be made on the back of the check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must contain "For Mobile Deposit" and your signature. Business customers should use their endorsement stamp (if available) in place of the signature. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. After receipt and acceptance of an item the Bank will add a virtual endorsement to the back of the item that states "Mobile Deposit".

6. Receipt of Deposits. We reserve the right to reject any check transmitted through the Service, at our discretion, without liability to you. Citizens Bank is not responsible for processing or transmission errors that may occur, or for deposited items that we do not receive. We reserve the right to reject and to refuse to process any image you send to us for any reason or no reason, without prior notice to you. You can confirm that an image of a check was received by confirming via your Online Banking account under View Deposit History. Receipt of such confirmation does not mean that the transmission was error-free or complete, or that your account will not be charged back for the amount of the deposit if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn. You consent to the electronic delivery of hold and error in deposit notices. Notices may be sent to your e-mail address.

7. Cut-Off Times for Deposits. Deposits sent using Mobile Deposit may be "submitted" any time of day, weekend or holiday. However, deposits received by us after the daily cut-off time for electronic deposits will be deposited the next business day, provided that the deposit meets all requirements. Deposits submitted on holidays or weekends will also be deposited the next business day, provided it meets all requirements. The daily cut-off time for electronic deposits is 1:30 PM CST and is subject to change without notice to you.

8. Availability of Funds Deposited. The Bank's general funds availability practices are to make funds from your mobile deposit available to you on the first business day after the day we receive your deposit. Refer to

cut-off times above to determine the day your deposit is considered received by Citizens Bank. Refer to our Funds Availability Policy for more details on the availability of funds.

9. **Image Quality.** The image of an item transmitted to the Bank using the Services must be legible and contain images of the front and back of the check. The image that is transmitted must be of such quality that the following information can easily be read: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and all other information placed on the check prior to the time of an image of the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check). You may be instructed to deposit a check with poor image quality using other methods. You agree that we shall not be liable for any damages resulting from items with poor image quality, including those related to rejection of, or the delayed or improper crediting of such a check, or from any inaccurate information you supply regarding the check or item.

10. **Errors.** You must notify us of any errors, or suspected errors, related to the items deposited through the Service as soon as possible after they occur, and in no event later than 60 days after the related account statement is sent. You can contact us by calling 573-237-3051 or by visiting a branch.

11. **Deposit Limits.** We may establish limits on the number of checks and/or the total amount of checks deposited using Mobile Deposit. These limits may change from time to time without notice. Items transmitted that exceed your limits may result in a rejection of the deposit.

12. **Returned Items.** Any credit which we deposit into your account immediately following a Mobile Deposit Transaction initiated by you will be a provisional credit. If a check that you deposit using the Service is returned or charged back on your account it will be deducted in full from your account along with any fees that are incurred due to the check's rejection as described in our fee schedule and Account Agreements. We are not responsible for any losses incurred as a result of deposits returned on your account. You are solely responsible for verifying that Checks that you deposit by using the Service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. You understand and agree that since the original Check is your property, it will not be returned and the Bank may charge back an image of the Check to your account. You further agree that any image that we can charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check. You may not use the Service to deposit a substitute check and you may not deposit the original Check through the Service or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

13. **Handling of Transmitted Items.** You agree not to allow an Item to be deposited or presented for payment more than once, to the extent that it could result in the payment of the Item more than once. You will not allow the transmission of an Image of an Item that has already been presented to us or to any bank by any other means. You will not allow transmission of an Image of an Item that has already been transmitted through the Service. If any Item is presented or deposited more than once, whether by Image or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you. You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or check image or for the Bank's audit purposes. If you fail to promptly provide the original check or a reasonable copy of the check in response to a request by us, you agree to request a new check for deposit from the check's originator. If you fail to provide any copy of a check and cannot obtain a new check from the originator you agree that we are authorized to debit your

account for the amount of the check in question if we deem this action necessary. You will be solely responsible for any losses incurred as a result of a failure to promptly provide a retained check or replacement check in response to our request. We recommend that you retain the Item for a minimum of thirty (30) calendar days from the date of the Image transmission, and thereafter to destroy each item of which you have transmitted. You must destroy the check by shredding or other means.

14. **Rejected Deposits.** You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any Check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being rejected. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for remote deposit, you must physically deposit the original Check.

15. **Security of Your Mobile Device.** You are responsible for (i) maintaining the confidentiality and security of your Mobile Device, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, and (ii) preventing unauthorized access to or use of the information, files or data that your store, transmit or use in or with the Service. You agree not to supply your Access Information to anyone and to immediately notify us if you become aware of any loss, theft, or unauthorized use of any access information, including your Mobile Devices. We reserve the right to deny you access to the Service if we believe that any loss, theft or unauthorized use of access information has occurred.

16. **Limitations.** When using Mobile Deposit, you may experience technical or other difficulties that are outside the control of Citizens Bank. We are not responsible for damages that you may incur as a result of these difficulties or unavailability of the Service. In the event you are unable to process a deposit to the Bank, for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail your deposit to the closest Bank location. The deposit of original checks at any office of the bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

17. **Changes to the Service.** We reserve the right to terminate, modify, add and remove features from the Service at any time at our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of any agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays or errors.

18. **Termination.** We may turn off the Service to you if we suspect fraud, if you misuse Mobile Deposit, have excessive overdrafts and returned items or for other reasons at our sole discretion. You may terminate the Service by calling Citizens Bank at (573)237-3051.

19. **Governing Law.** You understand and agree that 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 Missouri.

20. **Miscellaneous.** We may waive enforcement of any provision of this Agreement. Any such waiver shall not affect our rights with respect to any other transaction or modification of the terms of this Agreement. No waiver of any breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement. In the event that any provision of this Agreement shall be determined to be invalid, illegal, or

unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Addendum

Citizens Bank (“Application Provider”) is willing to license the Mobile Deposit Application (Application”), to you ONLY IF YOU ACCEPT ALL OF THE TERMS IN THIS LICENSE AGREEMENT (“License”). Application Provider is not willing to make the Application available under any other terms or subject to any conditions.

BEFORE YOU CHOOSE THE “I AGREE” BUTTON BELOW, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENSE. BY CHOOSING THE “I AGREE” BUTTON YOU ARE CONSENTING TO BE BOUND BY THIS LICENSE.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE, OR DO NOT REPRESENT THE FOREGOING, CHOOSE THE “DECLINE” BUTTON, IN WHICH CASE YOU WILL NOT AND MAY NOT RECEIVE, INSTALL OR USE THE APPLICATION.

1. Representations or Warranties. You make the following representations and warranties to us:
 - a. You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country in the intellectual property rights of any third-party.
 - b. You will use the Service to transmit and deposit Images of Items only.
 - c. You will transmit only Images of Items acceptable for deposit through the Service and will handle Items as agreed herein.
 - d. You are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item.
 - e. Items have not been altered.
 - f. Each Item bears all required and authorized endorsements.
 - g. All of the warranties set forth in Section 4-207 of the Uniform Commercial Code as adopted in the State of Missouri, in addition to any other warranties made by us to any third-party under any applicable law.
 - h. All Images accurately and legibly represent all of the information on the front and back of the Item.
 - i. You will not use the Service to transmit or deposit any Item, (i) payable to any person or entity other than you, (ii) drawn on your own account, (iii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (iv) that is a substitute check or image replacement document, (v) that is drawn on an institution located outside of the United States, or (vi) that is created by you purportedly on behalf of the maker, such as a remotely created check.
 - j. No depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check or the original check such that that person will be asked to make a payment based on a check that it already has paid.
 - k. You will use this Service as required by this agreement.
 - l. Your understanding that acceptance of the License Agreement is required for use of the Service.
 - m. You, if acting on behalf of a small business entity, are fully authorized to execute this Agreement.

2. Disclaimer of Warranties. YOU AGREE THAT YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD-PARTY SERVICE PROVIDERS) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE

WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

3. Ownership and License. You agree that Citizens Bank and its Third-Party Service Providers, including Fiserv, Inc., retain all ownership and proprietary rights in the Service, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Service, including the App. You may use the Service only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any technology used to provide the Service. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the App or any other part of the Service, in any manner contrary to the terms of this Addendum, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

4. Third-Party Beneficiary. You agree that our Third-Party Service Providers, including Fiserv Inc., may rely upon the provisions of this Agreement, including its disclaimer of warranties and any limitations of liability and that such Third-Party Service Providers are, for the purpose of this Agreement, third-party beneficiaries to this Agreement with the power to enforce this Agreement.

5. Consent to Use of Data. You agree that Application Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Application. Application Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

6. Liability. The limitations of liability and remedies in this Section are in addition to, and not in lieu of, other limitations or remedies contained elsewhere in this Agreement.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT OR ANY BANK ACCOUNT AGREEMENT OR ACCOUNT DISCLOSURES TO THE CONTRARY, YOU AGREE THAT IN NO EVENT WILL THE BANK OR ANY THIRD-PARTY SERVICE PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD-PARTY ARISING FROM OR RELATED TO THE USE, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE OR ANY THIRD-PARTY SERVICE PROVIDER HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE PROVIDED BY LAW.

YOU ACKNOWLEDGE THAT, IN PROVIDING THE SERVICE, THE BANK MAY UTILIZE AND RELY UPON CERTAIN THIRD-PARTY SERVICE PROVIDERS TO PROVIDE SERVICES TO THE BANK. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR RIGHTS UNDER THIS AGREEMENT SHALL BE SOLELY AND EXCLUSIVELY AGAINST THE BANK, AND YOU SHALL HAVE NO RIGHT OR RECOURSE AGAINST ANY THIRD-PARTY SERVICE PROVIDER HEREUNDER WHATSOEVER, AND YOU HEREBY WAIVE ANY AND ALL SUCH RIGHTS OF RECOURSE, DIRECTLY OR INDIRECTLY, AGAINST ANY THIRD-PARTY SERVICE PROVIDER.

7. Termination. We may terminate this Addendum at any time for any reason. This addendum shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Addendum may be terminated if you breach any term of this Addendum, if you use the Services for any unauthorized or

illegal purposes or you use the Services in a manner inconsistent with the terms of any agreement you entered into with us.

8. **Governing Law.** The laws of the State of Missouri govern this license and your use of the Application. Your use of the Application may also be subject to other local, state, national and international laws.

Citizens Bank eStatement Disclosure for Electronic Delivery of Bank Statements, Notices and Disclosures User Consent and Agreement

This eStatement Disclosure from Citizens Bank provides a User Consent and Agreement to receive bank statements, notices, and disclosures by electronic delivery through eStatements, a service that is available through Citizens Bank's Online Banking. You will be able to select the accounts you wish to receive by electronic delivery of your bank statements, notices, and disclosures. Disclosures may also be submitted to you through your email account. The terms of this Consent and Agreement are in addition to those that apply to an account or service you already have with Citizens Bank. Within this Agreement, the terms "you", "your", and "customer" refer to each depositor or loan customer on an account who has elected to receive an electronic statement, notice or disclosure. The term "account" or "accounts" means your account at Citizens Bank. Our Privacy Policy (previously provided to you) will apply to this service and the policy is incorporated into and made part of this Consent and Agreement.

Agreement: In order to allow Citizens Bank to begin forwarding your monthly bank statements, notices, and disclosures to you electronically, your consent is needed. Please review the information below prior to giving your consent. By accepting this Agreement, you have elected to receive your periodic bank statements, notices, and disclosures in electronic format. Your consent will apply to subsequent disclosures and information that Citizens Bank is required or otherwise choose to provide you. Under this agreement, communications you receive in electronic form from Citizens Bank will be considered "in writing". If you elect to receive your bank statements, notices, and disclosures through electronic delivery, Citizens Bank will no longer send you your statements through the mail. However, we may elect to send some of your account information by mail and other information electronically. Your request for this service must be made by signing up electronically within our online banking program. By agreeing to have your monthly bank statements, notices, and disclosures sent electronically, you also agree to notify Citizens Bank immediately in person or by phone to change your email address. We will not accept any change of email address via email for your security protection. You agree to notify Citizens Bank immediately in person, in writing or electronically of any errors or complications relating to your electronic receipt or access of your bank statements, notices, or disclosures. Should an email be returned undeliverable for any reason, Citizens Bank will attempt to contact you by telephone or by mail. If Citizens Bank does not receive a valid email address from you, the paper delivery by U. S. Postal Service of your statements, notices, and disclosures will resume immediately.

System Requirements for Accessing and Retaining Electronic Communications – To access and retain Electronic Communications, you represent that you have access to a system that meets these requirements and are able to access, view, save and print disclosures and agreements made available online to you:

- A computer with Internet Access. (Note: your access to this page verifies that your system meets this requirement.)
- An Internet web browser capable of supporting 128-bit SSL encryption communications such as a version of Microsoft Edge currently supported by Microsoft. (Note: your access to this page verifies that your system meets this requirement.)
- A software application that permits you to access Portable Document Format ("PDF") files, such as Adobe® Acrobat® or Adobe® Acrobat® Reader® in a version that is currently supported by Adobe. (Note: your access to this page verifies that your system meets this requirement.)

- A valid private email account with sufficient storage capacity. We recommend that you do not use your employers email service or a shared account.
- Sufficient electronic storage capacities on your computer's hard drive or other data storage unit to view, download, print and/or save the Electronic Communications.
- A printer that is capable of printing from your browser, email software, or hard drive or other data storage unit.

By affirmatively consenting, you confirm that you have access to the required hardware and software. You must obtain and maintain, at your expense, such compatible hardware and software as specified by us from time to time. Citizens Bank is not responsible for any third-party browser or other software you may need to use to access eStatements and online services. Any such software is accepted by you as-is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.

You should have current anti-virus/malware/spyware software installed on our computer and keep the software updated. It is important that you download and install all service packs, security updates, version updates, and software updates as deployed by your Operating System and/or internet browser software provider in a timely manner. These updates may address software vulnerabilities that hackers or malware could otherwise exploit.

eStatement Access: To elect to receive your bank statements, notices, and disclosures electronically, you will access "e-Statement Enrollment" through our online banking service. You will then select the accounts that you want to receive electronic statements, notices and disclosures.

Eligible Accounts: Checking and Savings eStatements will be available at the same frequency (cycle) as your statement(s) were previously mailed. You will be notified by email that your bank statement, notice or disclosure is available for you to access on the Bank's online banking program. You may at any time request a paper copy of your statements, notices or disclosures by contacting us at any of Citizens Bank's locations listed in this agreement. A fee for each statement requested will be charged in accordance with Citizens Bank's fee schedule.

Responsibilities of Customer: It is your responsibility to view your bank statements, notices and disclosures at your earliest convenience. These documents contain important and legally binding information and/or disclosures. You are responsible for promptly notifying Citizens Bank if any documents you receive are incomplete, unreadable or inaccessible. You are responsible for keeping your Access ID and Password confidential and for ensuring that you have logged out when your session is complete to prevent unauthorized access. It is your responsibility to contact us if you know or suspect unauthorized use of your Access ID and Password. Citizens Bank will not, for any reason, ask for your logon credentials and/or password. You understand that you have a duty to exercise reasonable promptness in examining the eStatement which includes your cancelled checks for unauthorized signatures, alterations, forgery, or posting errors. The statute of limitations governing these responsibilities will commence at the time Citizens Bank sends you the email notification that your eStatement is available. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared as outlined in our EFT Disclosure.

Email Address and Keeping Your Information Current – In order to communicate with you regarding your online services, new account(s) and all related products and services you request or utilize, and to deliver to you or notify you of communications, you must provide us with your valid email address. You can update your email address via our Online Banking Service, or by visiting one of our branches.

Modification of User Consent and Agreement: Citizens Bank reserves the right to modify this Agreement at any time. Any modifications to this service shall be effective on the date provided within the notification posted on our website at www.citizensbankmo.bank. Citizens Bank will notify you of any amendments to this Agreement, including any changes in hardware or software required to access documents by providing notice to you via your email address or on our website at www.citizensbankmo.bank.

Termination of Service: You have the right to withdraw consent of receiving bank statements, notices, and disclosures electronically by sending a written request to Citizens Bank, P.O. Box 197, New Haven, MO 63068. It may take up to two statement cycles or two notice cycles for Citizens Bank to implement your request and after such time you will no longer receive your statements, disclosures or notices electronically. We will charge no fees for discontinuing the service. Withdrawal of consent by one owner of an account will be effective for all owners. Citizens Bank may change, suspend, or eliminate all or any part of this delivery service upon notice to you. Citizens Bank also has the right to rescind this Agreement at any time and for any reason without advance notice.

Disclaimer of Liability: Citizens Bank does not guarantee the delivery of any email notification, nor liability for losses or damages arising from non-delivery, delayed or mis-delivery of your bank statements, notices or disclosures. Factors affecting these email notifications are between you and a Third Party that you designate, such as an Internet Service Provider or phone company. Citizens Bank does not make any representations or warranties whatsoever with regard to Third Party Service Providers products or services. Citizens Bank makes no warranty of any kind, express or implied, that our eStatement delivery will be uninterrupted or error free. We do not warrant that eStatements will be available at all times. You agree that neither we nor our suppliers or our shareholders, directors, officers or employees will be held liable for any technical, hardware or software failure of any kind, any interruption in the availability of our service, any delay in operation or transmission, any incomplete or garbled transmission, computer virus, loss of data or other loss. To the extent we may have breached any term of this consent and agreement, you agree that your sole remedy is to discontinue use of this service.

Citizens Bank may notify you by sending notice to your email address or by mailing notice by U.S. mail return service requested to the bank's most current mailing address that we have for you. You agree that any notices sent by email will be deemed delivered and received 48 hours after being sent. You agree that any notices sent by U.S. mail as provided in this paragraph will be deemed delivered and received five days after the date of mailing. You agree that any claim or controversy relating to this Consent and Agreement will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. You agree that any claim or controversy you may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. You agree that the arbitration will be conducted in the County in which Citizens Bank is located and that judgement on the arbitration award may be enforced by any court having proper jurisdiction. You agree that this Consent and Agreement is governed by the laws of the State of Missouri, excluding application of conflicts of laws rules or principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of Citizens Bank's service shall be an appropriate federal or state court located in Franklin County, Missouri.

Locations: Citizens Bank is located in New Haven, MO (573-237-3051), Gerald, MO (573-764-3051), Pacific, MO (636-271-3051) and Washington, MO (636-390-9944).

If you want to send Citizens Bank a notice in relation to the Consent and Agreement, you must send

it by regular mail to: Citizens Bank, P.O. Box 197, New Haven, MO 63068. Our phone number is 573-237- 3051.

By clicking “I AGREE”, I consent/agree to electronic delivery of periodic bank statements, loan and deposit disclosures and loan and deposit notices. I also confirm that I am authorized to, and do, consent on behalf of all other account owners named on my account, product or service, subject to applicable law.

Account Alerts Terms and Conditions

Program: Citizens Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user’s banking relationship as well as providing a mobile phone number. The mobile phone number’s verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at New Haven (573) 237-3051 – Gerald (573) 764-3051 – Pacific (636) 271-3051 – Washington (636) 390-9944, or send a text message with the word “HELP” to this number: 99588. We can answer any questions you have about the program.

To Stop the Program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says “STOP” to this number: 99588. You’ll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

- Our participating carriers include (but are not limited to) AT&T, Sprint PCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, Metro PCS.

Alerts Additional Terms.

The following Alerts terms and conditions (“Alerts Terms of Use”) only apply to the Alerts feature (as defined below). If alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of this Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Alerts: Your enrollment in Citizens Bank 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 Citizens Bank 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 your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because these provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the More menu within Citizens Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. 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. Citizens Bank 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 email message; or (d) your Citizens Bank Online Banking message in-box, by an email 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 us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device’s number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message: To stop Alerts via text message, text “STOP” to 99588 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Citizens Bank 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 New Haven (573) 237-3051 – Gerald (573) 764-3051 – Pacific (636) 271-3051 – Washington (636)390-9944. Our participating carriers include (but are not limited to) AT&T, Sprint PCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

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

TERMS OF SERVICE

Last updated June 1, 2022

Citizens Bank Account to Account Transfer Terms of Service

1. Introduction. This Account to Account Transfer Terms of Service document (hereinafter “Agreement”) is a contract between you and Citizens Bank (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.

- a. “Small Business Transfers Service” means functionality, to the extent made available by us, that enables a Business to transfer funds between Account(s) that the Business maintains with us on the one hand, and Account(s) that the Business maintains with other financial institutions, on the other hand. Businesses accessing the Account to Account Transfer Service shall be classified as Small Business Transfers Service users. The Small Business Transfers Service is included in the definition of “Account to Account Transfer Service”.
- b. “Instant Transfers” means functionality, to the extent made available by us, that uses Payment Networks designed to transfer funds on the same day or sooner 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. Instant Transfers are only available for financial institutions and applicable Accounts that enabled to send and receive such Instant Transfers. Not all financial institutions and/or Accounts are available to participate in Instant Transfers. Instant Transfers are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each financial institution, Payment Network availability, or other factors. Instant Transfers are included in the definition of “Service”.

3. Definitions.

- a. “Account” means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable. For the Small Business Transfers Service, Accounts include business checking, money market or savings accounts.
- 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” means any person or entity other than a Consumer with an Eligible Transaction Account that utilizes the Account to Account Transfer Service.
- e. “Business Day” is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

- f. "Consumer" means a person (not a business or other entity) with an Eligible Transaction Account primarily for personal, family or household purposes.
- g. "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.
- h. "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.
- i. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- j. "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.
- k. "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. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Options (2) and (3) above are not available for Instant Transfers. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 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. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e., email, push notification).

- 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.
- e. Instant Transfers. The Instant Transfers feature allows for transfers to and from External Accounts that are enabled through a Payment Network designed to deliver transfers on the same day and potentially within minutes, although actual speed will vary, as described below. Instant Transfers are not instantaneous. Delivery speed may vary based upon the fraud, risk and other funds availability policy of the applicable External Account financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks or other financial institutions that may be involved in the transmission of a transfer. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Instant Transfers unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Transfer Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

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). Instant Transfers may not be cancelled as the Transfer Instructions will be processed immediately.

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

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: PO Box 197 – New Haven, MO 63068. We may also be reached at 573-237-3051 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, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. 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.

- a. Consumer Accounts. This paragraph applies only to Eligible Transaction Accounts used for personal, family and household purposes, and shall not apply to the Small Business Transfers Service. 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 will extend the time periods specified above to a reasonable period.

- b. **Business Accounts.** This paragraph applies only to the Small Business Transfers Service. Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Small Business Transfers 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. Tell us AT ONCE if you believe your user identification, password, or other means of accessing the Small Business Transfers Service have been stolen or used without your permission. You could lose all of the money in your Eligible Transaction Account, plus any credit available in any available overdraft protection plan. Also, if the periodic statement for your Eligible Transaction Account shows payments or other Small Business Transfers Service transactions that you did not make, tell us at once. **YOU ARE RESPONSIBLE FOR ALL PAYMENTS INITIATED USING YOUR USER IDENTIFICATION, PASSWORD, AND OTHER MEANS OF ACCESSING THE SMALL BUSINESS TRANSFERS SERVICE, REGARDLESS OF WHETHER YOU AUTHORIZED THEM OR IF THEY EXCEED THE LIMITS THAT YOU IMPOSED ON YOUR AUTHORIZED USER(S).**

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 us or 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. We and our Service Provider are 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. For errors involving new Eligible Transaction Accounts, we may take up to ninety (90) days to investigate your complaint or question and up to twenty (20) Business Days to 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 St. Louis, Missouri based 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 only be submitted to any court of competent jurisdiction for confirmation with exclusive venue in Franklin County, Missouri only. 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 of Missouri, 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 Franklin County, Missouri or the United States District Court for the Eastern Division of Missouri. 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. TO THE EXTENT ALLOWED BY APPLICABLE LAW, 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.

THIS CONTRACT CONTAINS A BINDING ARBRITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES