

# Investors Online Banking and Mobile Banking Terms of Service

The following Terms of Service apply to Online and Mobile Services:

- 1. Online Banking**
- 2. Mobile Banking**
- 3. Online and Mobile Banking Alerts**

## RETAIN THIS DOCUMENT FOR YOUR RECORDS

As used in this Agreement, the words "you" and "your" refer to the account holder(s) and the words "the Bank", "us", "our" and "we" refer to Investors Bank. The term "Investors Online Banking™" refers to our Online Banking Product. If you have registered for Investors Online Banking™ only, the provisions regarding Investors Online Banking™ Bill Payment Service are not applicable to you. If you have registered or will be registering for Investors Online Banking™ Bill Payment Service, all terms and conditions outlined below are applicable to you.

## GENERAL TERMS OF SERVICE FOR INVESTORS ONLINE BANKING

- You must have at least one (1) Investors Bank deposit or loan account to enroll in Investors Online Banking™.
- You must complete all requested information on the Enrollment Form on our website. Provide one (1) savings, checking or loan account number; our system will automatically link for your access any other eligible accounts for which you are an Account holder. Your access to Investors Online Banking™ will be available immediately.
- You must submit your Enrollment Form over our secure server.
- New accounts will be automatically added to your online access when opened provided they are eligible for online access.
- Should you want an existing account deleted from online access, please contact Investors Client Care Center at 1-855-iBank4U (1-855-422-6548).
- Fees: Investors Online Banking™ is free of monthly service charges.

### User ID and Passwords:

For your protection, when you enroll in Investors Online Banking™, you will be prompted to select a user ID and password. For subsequent access to Investors Online Banking™, you must enter the user ID and password, which you selected when you enrolled. You may change your user ID and/or password, at any time, by selecting "Change User ID" or "Change Password" under User Options.

You understand that your user ID along with your password is your electronic signature. It identifies you to us and authenticates and validates the directions given to the Bank in the same manner as your actual signature and other proof of identify. Please remember that Bank employees will never ask you to reveal your password. You authorize the Bank to honor any transfer requests and provide account information to anyone who provides the correct user ID and password to the Bank. Furthermore, you agree to promptly notify the Bank if an unauthorized person has obtained your user ID and/or password or if unauthorized transfers or errors appear on your statement. You agree that your liability to the Bank for any and all transfers to or from your account(s), whether authorized or unauthorized, as well as your liability for failure to report unauthorized transfers or account errors is limited by the provisions of the Electronic Fund Transfer Act.

You agree to maintain the confidentiality of your user ID and password, and that the Bank has no control as to

the persons who have access to your personal computer and/or the user ID and password used to access your account(s) online. You further agree anyone who has access to your user ID and password may be able to view your account information. The security of your user ID and password is solely your responsibility. The Bank will not be liable for any unauthorized access to your personal computer and/or your account(s) with Investors Bank using your user ID and password. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer and/or unauthorized use of your password. You agree to notify the Bank immediately if your password becomes compromised or known to individuals you did not authorize to use or know your password.

#### Minimum System Requirements and System Security:

Security settings for JavaScript and cookies must be enabled. To use Investors Online Banking™, you will need a supported browser that supports 128-bit encryption (an updated list of supported browsers can be found within the Help section of Investors Online Banking™). Through our Enhanced Login Security, you will be prompted to enroll the computer you are using to access the system. This is done by registering either a telephone number (voice) or SMS number (text) and receiving a One Time Passcode (OTP) to either the telephone or SMS number. You will be required to enter this OTP into Investors Online Banking™ and upon verification a "cookie" is placed in your browser. This will identify you the next time you log in from that computer unless the cookie has been removed. You may enroll as many computers as you like, but we recommend that you do not enroll a public computer. If you do not enroll the computer, you can still gain access by receiving and entering the OTP received from your registered telephone or SMS number. The Bank uses a secure server that supports 128-bit encryption to help protect transmission of your personal information over the Internet. Firewalls have been installed to prevent unauthorized access to sensitive information. There is also an automatic lockout feature that will automatically lock out an attempt to access account information after three (3) failed logon attempts. In addition, the system will automatically time out if your session activity remains idle for a predetermined period of time. Through our "Contact Us" form, you can send us a secure, encrypted e-mail. Please read our online Privacy Statement for information about "cookies" and additional steps we take to safeguard your personal information.

Investors Bank is not responsible for any loss, damage or injury resulting from an interruption in your electrical power or internet service, the disconnection of your internet service by your provider, deficiencies in your line quality, or any defect or malfunction of your personal computer, modem, telephone line, internet server or software. You, and not the Bank, are responsible for any telephone charges and/or Internet service fees you incur in accessing Investors Online Banking™.

On occasion, access to Investors Online Banking™ may be temporarily unavailable, interrupted, or delayed due to the Bank's record updating, technical difficulties, system maintenance (including but not limited to the Bank's revision, updating, or modification of Investors Online Banking™), or other circumstances.

#### Virus Protection:

Investors Bank is not responsible for any electronic viruses, worms, Trojan horses, or similar harmful components you may encounter by accessing the Services. Investors Bank suggests that you routinely scan your personal computer(s) using a virus protection product. An undetected virus may corrupt and destroy your programs, files and hardware.

Disclaimer: INVESTORS ONLINE BANKING™ IS PROVIDED TO YOU "AS IS" AND "WHERE IS." WE MAKE NO WARRANTIES OF ANY KIND (EITHER EXPRESS OR IMPLIED) WITH RESPECT TO INVESTORS ONLINE BANKING™ OR THE SOFTWARE PROGRAM(S) USED TO ACCESS INVESTORS ONLINE BANKING™ ("SOFTWARE"), AND WE DO NOT WARRANT THAT THE SOFTWARE OR INVESTORS ONLINE BANKING™ WILL MEET YOUR SPECIFIC REQUIREMENTS. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE USE AND ADEQUACY OF THE SOFTWARE OR INVESTORS ONLINE BANKING™ WE PROVIDE UNDER THIS AGREEMENT. WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES REGARDING THE SOFTWARE AND INVESTORS

ONLINE BANKING™, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. NO STATEMENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM INVESTORS BANK SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. WHILE INVESTORS BANK MAKES EVERY EFFORT TO PROVIDE ACCURATE INFORMATION IN CONNECTION WITH INVESTORS ONLINE BANKING™ (EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT), THE BANK MAKES NO WARRANTY THAT (I) INVESTORS ONLINE BANKING™ WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR (II) ANY INFORMATION CONTAINED IN INVESTORS ONLINE BANKING™ WILL BE ACCURATE, CURRENT, COMPLETE, OR RELIABLE.

#### Account Access:

Once you have registered for Investors Online Banking™, you may access any of your deposit and/or loan accounts with us for the purpose of reviewing transactions or obtaining balance information. You may access any Investors checking, statement savings or money market account for the purpose of transferring funds and making Investors loan payments. You may not transfer funds to or from a passbook savings, IRA, or certificate account. If you have registered for Investors Online Banking™ Bill Payment Service, you may access the checking account that you have authorized the Bank to use to pay bills for you.

#### Limitation on Frequency of Transfers:

You may access your accounts and make transfers at any time. Although there are no restrictions on the number of transfers you may make from your regular checking or interest bearing checking accounts, we limit the number of transfers that may be made from a savings or money market account to another account or to a third party by means of a check or similar order, preauthorized or automatic transfer or telephonic (including data transmission) agreement, order or instruction to six (6) per monthly statement cycle. Transfers made through Investors Online Banking™ from statement savings or money market accounts count towards these limitations. Refer to the Important Account Information For Our Customers Terms and Conditions for further information.

#### Limitations on Dollar Amount of Transfers and Payments:

You may transfer up to all but one cent (\$.01) of the available balance in your account each business day. Regular payments and Principal Only\* payments can be made to an Investors loan or line of credit account. No partial payments will be accepted and payoffs should not be made online. Contact the Bank for actual Loan payoff information. When you schedule Bill Payment transactions, you must ensure that you do not exceed your available balance.

\*Loan must be current and the loan's regular payment for the month needs to have been made in order to make a Principal Only payment.

#### Processing of Transfers and Payments:

Our normal business days are Monday through Friday, excluding federal holidays. Transfers between deposit accounts and loan payments that are made on a normal business day will be processed on the same day. Transfers between deposit accounts and loan payments that are made on a weekend or holiday will be processed on the next business day.

#### Regulations:

Transfers made in accordance with this Agreement, and all rights and liabilities of both you and the Bank, are subject to the provisions of the Electronic Fund Transfer Act. A copy of the Electronic Fund Transfers Disclosure is included here. You should review this information prior to performing transfers through Investors Online Banking™ and Investors Online™ Bill Payment Service as it gives general information outlining your rights and responsibilities for these transactions.

#### Investors Personal Financial Manager:

You may register online to bring together, in one convenient location, as many of your accounts and financial relationships as you wish. Investors Personal Financial Manager (located under the "Trends" tab) shows you up-to-the-minute balances for your accounts from other participating financial institutions.

You must complete a separate registration for this service. Once you have initiated the registration for Investors Personal Financial Manager, you agree to all terms and conditions outlined in our Privacy Policies and other terms of service as may apply to your access of this site.

External Funds Transfers:

- Account-to-Account Transfers - As an optional feature using our fully interactive on-line money movement service (the "Funds Transfer Service" or the "Service"), you may transfer funds from any of your accounts at any financial institution to any other account held by you at another financial institution. You may use this service to transfer funds between any two of your accounts which you have provided the necessary information to affect a transfer. Transfers can be between accounts within the same financial institution or at an unrelated financial institution, provided you have access to each account, in order to verify the trial deposits needed to confirm your account(s). Separate registration and Terms and Conditions apply.

#### ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

##### 1 Description of Service, Authorization and Processing.

a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

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 Service is not working properly and you know or have been advised by us about the malfunction before

you execute the transaction;

3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;

4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,

5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

d. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

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

3 Transfer Cancellation Requests and Refused Transfers. You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

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

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

6 Refused Transfers. We reserve the right to refuse any transfer. We will notify you promptly if we decide to refuse to transfer funds. This notification is not required if you attempt to make a transfer that is not allowed under this Agreement.

7 Returned Transfers. In using the Service, you understand transfers may be returned for various reasons such as, but not limited to; the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you

attempted to transfer funds. You may receive notification from us.

#### 8 Definitions

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

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

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account. "Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the Investors Bank Payment Services General Terms) that you provide to the Service for a transfer of funds.

#### Stop Payments:

Using Investors Online Banking™, you may place a stop payment on any check you have written. If you do, you agree to the following terms and conditions:

- The information on the stop payment must precisely identify the check number, the date of the check and the amount of the check. You understand that the Bank will use reasonable efforts to comply with a stop payment order. However, if you do not give the exact information, the Bank assumes no responsibility for stopping payment and is not liable to you if a stop payment cannot be accomplished.
- The stop payment must be received in time to give us a reasonable time to act upon it. Stop payments received before 3:00 p.m. on Monday to Friday, excluding federal holidays, are processed on the day received. Stop payments received after 3:00 p.m. or on a weekend or federal holiday will be processed on the next business day. A stop payment must be received before the check has been presented for payment.
- The stop payment order is effective for six (6) months unless you request, in writing, that it be released or you renew it through Investors Online Banking™ or in writing before the expiration of the six (6) month period. If the stop payment order is not released or renewed before the expiration of the six (6) month period, it will automatically terminate and the Bank is free to pay the check. In such an instance, you hereby agree to release and do waive any and all claims against the Bank with respect to the stop payment order or the check itself. You further agree to indemnify and hold the bank harmless with regard to any and all claims involving the stop payment order and/or check, which includes the Bank's reasonable in-house and outside attorney's fees and costs.
- You understand that there may be claims or demands made against the Bank as a result of your stop payment request to the Bank. You agree that you will defend the Bank and will be responsible to the Bank if any claim or demand of whatever nature is made against the Bank with respect to a stop payment order and/or the check itself. You agree to indemnify and defend the Bank and to reimburse the Bank for any reasonable costs, expenses or in-house or outside attorney's fees that the Bank may incur in defending itself against any such claims or demands.
- You agree that a stop payment executed by you online is your written authorization to us.
- You agree to pay a stop payment fee in accordance with our current Fee Schedule for each new stop payment and for each renewal of a stop payment entered through Investors Online Banking™.

You must contact your branch to stop payment on automatic debits processed by the Automated Clearing House (ACH) because this request requires additional documentation to be completed. To place a stop payment on an Investors Online Banking™ Bill Payment item, call our Investors Client Care Center at 1-855-iBank4U (1-855-422-6548).

#### Miscellaneous:

We reserve the right to temporarily suspend online banking and bill pay service at any time with or without

prior warning. Our liability for failing to make a transfer under this Agreement is specifically limited by the Electronic Fund Transfer Act as well as all other applicable federal and state laws and regulations.

#### ELECTRONIC COMMUNICATIONS

By clicking "Accept", you consent to receive E-Communications. This means you agree to receive all communications from us, via email and/or other forms of electronic communication. All communications that we provide to you in electronic form will be provided either (1) via e-mail or (2) by access to a website that we will designate in an e-mail notice we send to you at the time the information is available. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the product or service available through the Online Service for your Account.
- Notices or disclosures about a change in the terms of your Account.
- Privacy policies and notices.

You further agree that your computer satisfies the hardware and software requirements of the Bank, as may be amended from time to time, and that you have provided us with a current e-mail address to which we may send electronic communications to you. It is your responsibility to provide and maintain a current e-mail address. You can update your e-mail address and other information under the "Update E-Mail Address" section, which is accessible from the Investors Online Banking™ homepage, by clicking on the on the "Settings" link.

We may not send you a paper copy of any communication unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic communication to you. All communications in either electronic or paper format from us to you will be considered "in writing."

#### ELECTRONIC FUND TRANSFERS - YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking, savings or money market account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking, statement savings or money market account(s).
- Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

- Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Please also see Limitations on frequency and dollar amounts of transfers sections regarding limitations that apply to savings and money market accounts.

Investors Telephone Banking - types of transfers - You may access your account(s) by telephone 24 hours a day at 1-888- 444-4466 using your personal identification number, a touch tone phone and your account numbers, to:

- transfer funds between checking, statement savings or money market accounts
- make payments from checking, statement savings or money market accounts to loan accounts with us
- get information about:
  - the account balance of checking, savings or money market accounts
  - deposits to checking, savings or money market accounts
  - withdrawals from checking, savings or money market accounts

Please also see Limitations on frequency and dollar amounts of transfers sections regarding limitations that apply to telephone transfers.

#### Visa® Debit Card Transaction Types and Standard Dollar Limitations

ATM Transfers - types of transfers and dollar limitations - You may access your account(s) by ATM using your Visa debit card and personal identification number, to:

- make deposits to checking, statement savings or money market account(s)
- get cash withdrawals from checking, statement savings or money market account(s)
  - you may withdraw no more than \$810.00 per card per day
- transfer funds from statement savings or money market to checking account(s)
- transfer funds from checking to statement savings or money market account(s)
- check the balance of your checking, statement savings or money market account(s)

Some of these services may not be available at all terminals. Please also see Limitations on frequency and dollar amounts of transfers sections regarding limitations that apply to ATM transfers.

Types of Visa® Debit Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- you may not exceed \$2,000.00 in Point-of-Sale transactions per card per day

Please also see Limitations on frequency and dollar amounts of transfers sections regarding limitations that apply to debit card transactions.

Money Transfer or Person-to-Person Transfers - You may send or receive money transfers including sending or receiving money by using your Investors Bank Visa® debit card as a payment method.

Limitations on frequency of transfers. In addition to those limitations on transfers elsewhere described, the following limitations apply:

- You can make up to 25 ATM cash withdrawals each day.



- Transfers from an Investors savings or money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check or similar order to third parties are limited to (6) six per statement cycle.
- You can make up to 25 point of sale transactions each day.
- You can use your Money Transfer or Person to Person services for up to 5 transactions each day and up to 15 total transactions each week.
- For security reasons, there are other limits on the number of transfers you can make by ATM.
- For security reasons, there are other limits on the number of transfers you can make by debit card.

Limitations on dollar amount of transfers. In addition to those limitations on transfers elsewhere described, the following limitations apply:

- You may withdraw up to \$810.00 from our ATM terminals each day with your Visa Debit Card. Some non-Investors ATMs may impose stricter limitations on the amount of cash you may withdraw at one time.
- You may buy up to \$2000.00 worth of goods or services each day when you use your Visa Debit Card for point of sale purchases.
- You may make Money Transfers or Person to Person Transfers up to \$5000.00 per day/\$15,000.00 per week with your Visa Debit Card.

We have also included the chart below for ease of reference reflecting transaction limitations and amounts.

Balance permitting, you may not exceed the below demonstrated daily limits using your Investors Bank Visa® debit card.

Debit Card Transaction Type	Daily Dollar Limit	Daily Transaction Volume Limit
ATM Withdrawal	\$810*	25
Point of Sale	\$2000	25
Money Transfer	\$5000	5**

\*You may not exceed \$810.00 in cash transactions and fees, if any, per card per day.

\*\*There is a transaction volume limit of 15 total transactions per week up to \$15,000.00

**Currency Conversion.** When you use your Visa® Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa® Debit Card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The non-Visa debit network for which such transactions are enabled is: Accel™ Network (© 2013 Fiserv, Inc. or its affiliates. Accel and the Accel logo are trademarks of Fiserv, Inc.).

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa® Debit Card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

Investors On-Line Banking Transfers - types of transfers - You may access your account(s) by computer through the internet by logging onto our website at [www.investorsbank.com](http://www.investorsbank.com) and using your user identification and password, to:

- transfer funds between checking, statement savings or money market accounts;
- make payments from checking, statement savings or money market accounts to loan account(s) with us;
- make payments from checking or money market accounts to third parties (Bill Payment);
- make “person-to-person” transfers; Person-to-Person transfers are intended to send money to friends, family and other individuals you trust. You should not use this service to send money to recipients with whom you are not familiar;
- make external transfers from checking or money market accounts to your account(s) at other financial institutions;
- get information about:
  - the account balance of checking, savings or money market accounts
  - deposits to checking, savings or money market accounts
  - withdrawals from checking, savings or money market accounts

Mobile Banking Transfers - types of transfers - You may access your account(s) through the browser on your cell or mobile phone at [www.investorsbank.com](http://www.investorsbank.com), or by the downloadable mobile banking app, and using your user identification and password, to:

- transfer funds between checking, statement savings or money market accounts;
- make payments from checking, statement savings or money market accounts to loan account(s) with us;
- make payments from checking or money market accounts to third parties (Bill Payment)
  - Bill Payment must first be set up through On-Line Banking;
- make “person-to-person” transfers; Person-to-Person transfers are intended to send money to friends, family and other individuals you trust. You should not use this service to send money to recipients with whom you are not familiar;
- make external transfers from checking or money market accounts to your account(s) at other financial institutions;
- get information about:
  - the account balance of checking, savings or money market accounts
  - deposits to checking, savings or money market accounts
  - withdrawals from checking, savings or money market accounts

With SMS (text banking), you may also get information about:

- the account balance of checking, savings or money market accounts
- deposits to checking, savings or money market accounts

- withdrawals from checking, savings or money market accounts Text banking must first be set up through On-Line Banking.

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges. Please also see Limitations on frequency and dollar amounts of transfers section regarding limitations that apply to computer transfers.

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from an Investors savings or money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check or similar order to third parties are limited to six per monthly statement cycle.
- For security reasons, there are other limits on the number of transfers you can make by ATM.
- For security reasons, there are other limits on the number of transfers you can make by debit card.

## FEES

We do not charge for direct deposits or preauthorized payments to or from any type of account. We do not charge monthly or individual transaction fees for your Visa Debit Card.

Notice Regarding ATM Operator Fees by Others: If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network. (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Notice Regarding ATM Fees by Others: If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

Please refer to our separate Service Charge Schedule for information about fees and charges that we may impose when you use a non-Investors Bank ATM.

## DOCUMENTATION

Terminal transfers - You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

Preauthorized credits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-855-iBank4U (422-6548).

Periodic statements - You will get a monthly account statement from us for your checking account. Money market and statement savings accounts receive quarterly statements. However, for money market and statement savings accounts, if an electronic funds transfer has occurred during the month, you will receive a statement for the monthly period in which the transaction posts to the account.

For passbook accounts, the only possible electronic transfers to your account are preauthorized credits. We do not send periodic statements. You may bring your passbook to us and we will record any electronic deposits that were made since the last time you brought in your passbook.

## PREAUTHORIZED PAYMENTS

Right to stop payment and procedure for doing so. A stop payment must be received by us in time to allow us a reasonable opportunity to act on it and for recurring payments we require at least three ( 3) business days' notice before the scheduled date of transfer in order to be effective.

Here is how: Call or write us at the telephone number or address listed in this disclosure to place a stop payment.

A stop payment order will remain in effect until the earlier of: (a) the withdrawal of the stop payment order by the receiver; or (b) the return of the debit entry, or, where a stop payment order applies to more than one debit entry relating to a specific authorization involving a specific originator, the return of all such debit entries.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

Notice of varying amounts. If these regular payments will vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. 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.

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 you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or 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) There may be other exceptions stated in our agreement with you.

#### CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission; or
- (5) as allowed by law providing for the release of account information pertaining to actual or suspected illegal activities.

#### UNAUTHORIZED TRANSFERS

(a) Consumer liability.

- Generally. Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you

learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

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

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

- Additional Limit on Liability for Visa® Debit Card. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

#### ERROR RESOLUTION NOTICE

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

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

If you tell us 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 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 credit your account. Your account is considered a new account for the first 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. You may ask for copies of the documents that we used in our investigation.

INVESTORS BANK OPERATIONS CENTER  
101 WOOD AVENUE S.  
ISELIN, NJ 08830

Business Days: Monday through Friday, Excluding Federal Holidays  
Phone: 1-855-iBank4U (422-6548)

If your ATM or Visa Debit Card is lost or stolen, call the following number within two (2) business days to report the incident: 1-855-iBank4U (422- 6548).

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

#### MISCELLANEOUS

**Termination** - This Agreement will remain in effect until you or the Bank terminates it. A termination by you will not be effective until the Bank has received a signed written notice from you of the termination and has had reasonable time to act upon it or you close your account(s). If there is no activity on your Investors Online Banking™ service for a period of 90 days, the Bank reserves the right to terminate your service. We also may terminate this Agreement for any reason, including inactivity, at any time. We are not required to notify you of the termination.

**Amendments** - The Bank reserves the right to change any Investors Online Banking™ term or fee or the terms of this Agreement at any time and with or without prior notice and in our sole discretion. This may include adding new or different terms to, or removing terms from, this Agreement. When changes are made we will update this Agreement on the website. The website will be updated on or before the effective date of such change unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. If such a change is made and it cannot be disclosed without jeopardizing the security of the system, this Agreement will be updated within 30 days after the change. You will be notified as soon as possible when any changes are made that materially affect your rights, such as changes regarding how your information is maintained or used. Except as otherwise required by law, any change to this Agreement applies only to transactions that occur, or claims that arise, after the amendment becomes effective. Your continued use of Investors Online Banking™ following any amendment to the Agreement constitutes your acceptance of such change.

**Limitation of Liability** - Investors Bank shall have no liability (whether direct or indirect, in contract, tort, or otherwise) to you for any losses or damages arising out of or in connection with the transactions contemplated by this Agreement or Investors Online Banking™ except to the extent that any such losses or damages are found in a final and binding arbitration award or a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of Investors Bank.

**Continuing Effect** - This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. In the event any provision of this Agreement conflicts with state or federal law or is held to be invalid by a court, this Agreement is deemed amended so as to exclude such invalid term and the remainder of the Agreement will continue to be valid and in full force and effect.

**Waiver** - A party shall not be deemed to have waived any of its rights or remedies under this Agreement unless such waiver is in writing and signed by that party. No delay or omission by a party in exercising any right or remedy shall operate as a waiver of that right or remedy or any of its other rights or remedies. A waiver by a party on any particular occasion shall not be construed as a bar to or waiver of any rights or remedies on future occasions.

Assignment - The Bank may assign this Agreement and/or the services contemplated thereby to its parent corporation or to any existing or future direct or indirect subsidiaries or affiliates of the Bank or its parent corporation. The Bank also may assign or delegate certain of its rights or responsibilities under this Agreement to independent contractors or other third parties. You may not assign this Agreement in whole or in part without the prior written consent of the Bank. Any attempted assignment in violation of this paragraph shall be void and of no effect.

#### **ADDITIONAL TERMS APPLICABLE TO INVESTORS BANK MOBILE BANKING**

Thank you for using Investors Bank Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 72080. To cancel, text "STOP" to 72080 at any time. In case of questions please contact customer service at 855.422.6548 or visit <https://www.myinvestorsbank.com>.

##### Investors Bank Privacy Policy

- **Program:** Investors 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 on-going. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.
- **Questions:** You can contact us at 855.422.6548 or send a text message with the word "HELP" to this number: 72080. 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: 72080. 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, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS**

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 Investors Bank or any service provider.

**Privacy and User Information.** You acknowledge that in connection with your use of Mobile Banking, Investors 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"). Investors 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. Investors 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 Investors 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 Investors 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 Investors 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](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](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google.

### **Mobile Check Deposit Terms and Conditions**

This Mobile Check Deposit Agreement contains amended terms and conditions for use of Investors Bank Mobile Check Deposit Service (the "Service") that Investors Bank or its affiliates (collectively, "Investors," "Bank," "we," "us" or "our") provides to you. Before you can enroll in and have access to the Service, you must enroll in online banking and execute the Investors Online Banking™ Online Banking and Bill Payment Agreement, which is incorporated herein by reference and made a part of this Agreement. Other agreements you have entered into with the Bank in connection with your Accounts (as defined below) and other services, including but not limited to, as applicable, the Electronic Funds Transfer/Your Rights and Responsibilities Disclosure, the Deposit Account Agreement, Business Deposit Account Agreement, Funds Availability Disclosure, Consumer Privacy Notice, Online Privacy Policy, Fees Schedule, and Account Signature Card (collectively known as "Account Agreements") are incorporated herein by reference and made a part of this Agreement. Terms not otherwise defined in this Agreement shall have the definition ascribed to those terms in the Account Agreements and Online Banking/Bill Payment Agreement. In the event of a conflict between



this Agreement, the Online Banking Agreement, and/or the Account Agreement, this Agreement will govern to the extent reasonably necessary to resolve the conflict.

In this Agreement, the words "you" and "your" refer to each Account owner or anyone else (including each person, or, if applicable, entity) with authority to deposit, withdraw, or exercise control over an Account. The words "you" and "your" also include any user you authorize to use the Service on your behalf.

1. **Services.** The Service is designed to allow you to make single item deposits to certain of your Investors checking, savings, or money market savings accounts (each an "Account") from home or other remote locations by scanning a paper item and delivering the image and associated deposit information to Investors Bank for processing through the use of the Investors Mobile Banking application and certain hardware (such as a smartphone or other mobile device) approved by us to create electronic images of the front and back of certain paper checks and transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition ("MICR") line, to us for review and processing in accordance with this Agreement. "Electronic Item" means the electronic image of each paper item and other information captured from the paper item. After we receive your transmission, we will review each Electronic Item. For each Electronic Item that we determine is eligible for processing as described below, we will: create a substitute check that we will present directly or indirectly to the bank on which the original paper item or to which the Electronic Item relates is drawn, or at or through which the paper item is payable (each, the "Paying Bank"); include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or present or post any Electronic Item for which we are the Paying Bank.

2. **Qualification.** In order to enroll in the Service, you must be designated as an authorized signer or owner of an Account that is eligible for this Service, and be approved by Investors Bank. As a condition to provision of the Service, you shall maintain the Account in good standing, be a customer of Investors Bank for at least 90 days or longer with an active Account, subscribe to Investors Bank Online Banking Service, and comply with such restrictions on the Service as we may communicate to you from time to time. Specific YourStyle Online Escrow Master accounts are excluded from the Service. Please contact Investors Bank for further details.

3. **Acceptance of these Terms.** Indicating your acceptance of the terms of this Agreement within the Mobile Application or your use of this Service constitutes your acceptance of this Agreement. This Agreement may be amended from time to time and we will provide notice of such changes to you as may be required by applicable law. We will notify you of any material change via e-mail, by providing a link to the revised Agreement on our website or by an online or mobile secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after the Bank has made the change. We may terminate your right to use the Service if you reject such change. Your acceptance of the revised Agreement or the continued use of the Service will constitute your consent to be bound by the revised Agreement. Further, the Bank reserves the right, in its sole discretion, to modify, add, or remove any part of the Service. Your continued use of the Service will constitute your acceptance of any such changes to the Service. No changes requested by you shall be effective unless received and agreed to in writing by the Bank.

4. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time with or without prior notice to you and for any or no reason.

5. **Fees.** The Service is provided at no charge to you. We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for use of the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be

amended from time to time. Further, the fee for the Service will be debited from the account in which the deposit was made into (your "Billing Account"). In addition to the Service fees, you agree to pay all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Agreement, and/or the software or equipment made available to you. You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

6. Eligible Checks You agree to scan and transmit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg CC") and only those checks that are permissible under this Agreement or such other items as we, in our sole discretion, elect to include under the Service. You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code. If a check or item is dishonored, you will receive an image of the original check or a substitute check as the charged back item. Applicable return deposit items fees will apply and be charged against your billing Account. If the billing Account is closed, or if the billing Account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other Account you maintain with us.

7. Image Quality The image of a check or item transmitted to us using the Service must be legible, as determined in our sole discretion. Without limiting the foregoing, the image of each item you present must be of such quality that the following information can be clearly read and understood by sight review of such image:

- The front of the item, including, but not limited to, the amount, the payee, the signature of the person who wrote the check, the date of the check, the check number, the information identifying the drawer and the Paying Bank that is preprinted on the check, including the MICR line, all other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.
- The back of the item, including your endorsement(s), which must be made within 1 1/2 inches from the top edge, although in our sole and absolute discretion, we may accept endorsements outside this space.
- Each image shall also comply with any other requirements established from time to time by the Bank, and shall meet all standards for image quality established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

Further, you agree not to use the Service to deposit the following items (each a "Prohibited Check"):

- a. Items payable to any person or entity other than the person or entity that owns the Account into which the item is being deposited,
- b. Items containing an alteration 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,
- c. Items payable jointly unless deposited into an Account in the name of all payees,
- d. Items previously converted to a substitute check as defined in Reg. CC,
- e. Items drawn on a financial institution located outside the United States,
- f. Items that are remotely created checks as defined in Reg. CC,
- g. Items not payable in United States currency,
- h. Items dated more than 6 months prior to the date of deposit,
- i. Items prohibited by Investors Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Account,
- j. Items payable on sight or payable through drafts as defined in Reg. CC,

- k. Items with any endorsement on the back other than that specified in this Agreement,
  - l. Items that have previously been submitted through the Service or through a remote deposit capture service offered at the Bank any other financial institution,
  - m. Items that are drawn or otherwise issued by the U.S. Treasury Department,
- You agree that we may, in our sole discretion, amend the list of Prohibited Checks from time to time. If you deposit a Prohibited Check, you agree to indemnify and reimburse the Bank for, and hold the Bank harmless from and against, any and all losses, costs, claims, fees and expenses (including reasonable in house and outside attorneys' fees) the Bank may incur associated with any such Prohibited Check or any warranty, indemnity or other claim related thereto. Further, you grant us a security interest in all of your Accounts or other deposits (whether general or special) at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to the Bank under this Agreement to the maximum extent permitted by applicable law. This security interest will survive any termination of this Agreement.
8. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services with "your name" and the legend "FOR MOBILE DEPOSIT ONLY account # \_\_\_\_\_" or as otherwise instructed by us. You further agree to follow any and all other procedures and instructions for use of the Services, as we may establish from time to time.
9. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Notwithstanding the foregoing, receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your Account. We further reserve the right to charge back to your Account, at any time, any item that we subsequently determine was not an eligible item or check. You agree that we are not liable for any loss, costs, liability or fees you may incur as a result of our chargeback of an ineligible item.
- Upon receipt of a mobile deposit submitted by you, we may examine such mobile deposit and the images and other information contained therein to ensure that you have complied with this Agreement and followed applicable Bank procedures. If we determine that you have not complied with this Agreement or followed Bank procedures or if errors exist in the images or other information contained in the mobile deposit, we may, in our sole discretion, either reject the mobile deposit or elect to correct the error and accept and process the corrected mobile deposit. As a form of correction, we may credit your Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. The Bank may, at its option, also perform a risk management analysis of one or more mobile deposits submitted by you to detect potentially fraudulent checks and, in its sole discretion, we may reject any such mobile deposit, the images or other information contained therein. If after examination of a mobile deposit, the images and other information contained therein we determine that you have complied with this Agreement, processed and transmitted the mobile deposit in accordance herewith and with our procedures, the Bank shall accept the mobile deposit for deposit to your Account. Notwithstanding the fact that Bank has accepted a mobile deposit for processing, any credit made to your Account shall be provisional until the final settlement of the deposited item, and you shall remain fully liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, us.
10. Post Mobile Deposit Check Handling and Destruction Procedures. After a check or item has posted to your account, you agree to securely store the original check for a period of 30 days. Further, you agree to destroy or otherwise properly dispose of said items that have been accepted for deposit through the Service, after 30 days, to ensure that said checks or items are not represented for payment. You agree to promptly supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Service, including the original check or item, for a period of up to 30 days.

11. Limitation on Deposits. We reserve the right to impose limits on the number of items or dollar amount of items deposited in a given time period. If you attempt to make a deposit using the Service in excess of those limits, we may reject your deposit. Such limits may vary and are subject to change in the Bank's discretion and without prior notification to you. You will be notified if we reject a deposit due to an imposed limit.

12. Cut Off time & Availability of funds. You agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 7:00 p.m. ET, Monday through Friday, we consider that day to be the day of your deposit. Otherwise, if deposited after 7:00 p.m. or on a federal holiday, Saturday or Sunday, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Service will be available for use in accordance with our Funds Availability Policy.

13. Errors. You agree to notify us of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable bank account statement is sent. Unless you notify us within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

14. Errors in Transmission. By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

#### Touch ID™ for Mobile Banking.

Touch ID is an optional fingerprint sign-in method for Investors Bank Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at [apple.com/support](http://apple.com/support)). Fingerprints are stored on your device only and Investors Bank never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Investors Bank Mobile Banking. Investors Bank reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within Investors Bank Mobile Banking. Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for Investors Bank Mobile Banking is only available on compatible iOS devices.

#### Card Controls Additional Terms.

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by Investors Bank that you register within the Mobile Banking App.

2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Investors Bank to discontinue the alerts and controls.

3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.

4. Card Controls may enable access to Investors Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.

5. To the extent this Mobile Banking App allows you to access third party services, Investors Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES 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 TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED 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 SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT,

TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Acknowledgement - By using Investors Online Banking™, you acknowledge that you have read, understand, and accept the terms and conditions of this Agreement and the Electronic Fund Transfers Disclosure, a copy of which has been provided to you and is available upon request. You certify that all information you provided in your Registration is true and accurate.

Investors Bank,  
Attention: EFT Department,  
101 South Wood Ave,  
Iselin, NJ 08830  
Telephone: 1-855-iBank4U (422-6548)  
[www.investorsbank.com](http://www.investorsbank.com)

Member FDIC. Equal Housing Lender

#### Identity Verification

Thank you for using **Investors Bank** Verification Alerts combined with your handheld's text messaging capabilities. **Message & Data rates may apply.** For help, text "**HELP**" to 36397. To cancel, text "**STOP**" to 36397 at any time. In case of questions please contact Customer Service at 855-422-6548.

#### Terms and Conditions:

- Program: **Investors Bank** offers mobile access to authenticate a user over SMS. 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. This program will be on-going. Message & Data rates may apply. Users will be allowed to opt out of this program at any time.
- Questions: You can contact us 855-422-6548, or send a text message with the word "**HELP**" to this number: 36397. 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: 36397. 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 Verification Alerts, you are agreeing to the terms and conditions presented here.
- Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless.

**PayBills/PayPeople/SendMoney****INVESTORS BANK PAYMENTS SERVICES – TERMS OF SERVICE**

The following Terms of Service apply to the following Payment Services:

- 1. Account to Account Transfers**
- 2. Zelle and Other Payments**
- 3. Bill Payment**

**GENERAL TERMS FOR EACH PAYMENT SERVICE**

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and Investors Bank (hereinafter, "Bank", "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service" and, collectively, the "Services") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms and Additional Terms applicable to the Services that follow the General Terms that you may choose to receive from us. This Agreement applies to your use of the Services and the portion of the Site through which the Service is offered.

This Agreement is in addition to and supplement the terms and conditions, rules, policies and other disclosures and agreements you have received from us for your deposit accounts, including how each may be amended from time to time (collectively, your "Account Agreement"). If there is a conflict between the Account Agreement and this Agreement, the terms of this Agreement will govern the use of a Service.

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

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

4. Our Relationship with You. We enable you to enroll and utilize the Services. We do not have control of, or liability for, any products or services that are paid for with our Services. We also do not guarantee the identity of any user of the Services (including but not limited to recipients to whom you send payments).

5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We

may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: Investors Bank, Attention: EFT Department, 101 South Wood Ave, Iselin, NJ 08830. ClientWe may also be reached at 855.iBank4u (855.422.6548) for questions and other purposes concerning the Services. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

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

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

9. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail or by electronic communication, except we will provide notice required by applicable laws and regulations.

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

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

12. Eligibility. The Services are offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Services are 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 a Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

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



- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies, such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

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

14. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that

may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

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

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

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

18. **Failed or Returned Payment Instructions.** In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

a. You will reimburse the Bank or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;

b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

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

20. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site.

Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

a. Mobile Subscriber Information. You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

b. Device Data. We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud

management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

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

22. Errors, Questions, and Complaints.

a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.

b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:

1. Tell us your name;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

d. For errors involving certain new accounts, point-of-sale, or foreign initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. In the case of these types of accounts, we may take up to twenty (20) Business Days to credit your Transaction Account for the amount you think is in error.

23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual

property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

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

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

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

27. **Disputes.** In the event of a dispute regarding the Services, you and we agree to resolve the dispute by looking to this Agreement.

28. **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 must seek 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 the American Arbitration Association ("AAA"). The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration

shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

29. Law and Forum for Disputes. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, 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 28 of the General Terms above) must be resolved by a federal or state court located in Essex County, New Jersey. You agree to submit to the personal jurisdiction of the courts located in Essex County, New Jersey for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

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

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

32. 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.

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

PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

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

35. **Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. **Definitions.**

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.

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

### **ACCOUNT TO ACCOUNT TRANSFERS - ADDITIONAL TERMS**

#### 1. Description of Service, Authorization and Processing.

a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

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 Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;

3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;

4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,

5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

d. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

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

3. Transfer Cancellation Requests and Refused Transfers. You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

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

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

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

7. Returned Transfers. In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

#### 8. Definitions

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

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

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

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

### **ZELLE® AND OTHER PAYMENT SERVICES - ADDITIONAL TERMS**

#### 1 Description of Services.

a. We have partnered with the Zelle Network® ("Zelle") to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers ("Zelle Payment Service," as further described below). Zelle provides no deposit accounts or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. The term "Zelle and Other Payment Terms" means these Zelle and Other Payment Services Additional Terms.

b. In addition to the Zelle Payment Service, we provide other payment services under these Terms of Service. First, these additional services allow you to send money to people if you provide your Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via Zelle. Second, outside Zelle, we allow you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one (1) year. Third, outside Zelle, we enable you to establish a recurring series of payments to a payment recipient for which processing shall be initiated on dates you specify. These three payment services and any other payment services that we provide under these Zelle and Other Payment Terms are referred to as "Other Payment Services" in these Zelle and Other Payment Terms. Although future-dated payments and recurring payments are outside Zelle, we may ultimately send those transactions via Zelle when the applicable date of payment arrives, in which case the applicable payment transaction is part of the Zelle Payment Service, not the Other Payment Services. The term "Zelle and Other Payment Services" means the Zelle Payment Service and the Other Payment Services.

c. The Zelle and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars from a U.S. financial Institution. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Site, such as the Zelle mobile handset application ("Zelle Standalone Locations") and if you choose to initiate or receive a payment at a Zelle Standalone Location you acknowledge and agree that you shall be subject to the terms of

other agreements, including, but not limited to, the "terms of use" for the Zelle Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Live customer service generally will be available seven days per week, excluding US financial institution holidays.

d. The Zelle Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle and Other Payments unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

## 2 Payment Authorization and Payment Remittance.

a. Section 12 of the General Terms do not apply to the Zelle Payment Service. When you enroll to use the Zelle Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section 13 of the General Terms, you agree that you will not use the Zelle and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle and Other Payment Services to request money from anyone for any such payments.

b. This Section 2(b) does not apply to the Zelle Small Business Service (to the extent made available by us). The Zelle and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Payment Service if we believe that you are using the Zelle Payment Service for business or commercial purposes.

c. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Payments." If at any time while you are enrolled, you do not send or receive money using the Zelle Payment Service for a period of 18 consecutive months, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Payment Service until you enroll again. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with

Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle.

d. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.

e. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

f. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
2. The Zelle and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
3. The payment is refused as described in Section 6 of the Zelle and Other Payment Terms below;
4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; 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, or interference from an outside force) prevent the proper execution of the Payment Instruction.

g. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle and Other Payment Services (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

### 3 Sending Payments.

a. You may send money to another User at your initiation or in response to that User's request for money. You understand that use of the Zelle and Other Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in Zelle. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to not enroll in Zelle. For the Zelle Payment Service, you may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Payment Service. As to the Zelle Payment Service, if the person you sent money to has already enrolled with Zelle, either in the Zelle Standalone Locations or with a Network Financial Institution, then the money is sent directly to their bank account (except as otherwise provided below) and may not be

canceled or revoked. Cancellation is addressed more generally as to the Other Payment Services in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via Zelle. Via the Other Payment Services, you may also initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (b) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.

b. Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver does not bank at a Network Financial Institution and has not yet enrolled in Zelle, then the Zelle Payment Service will contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a Zelle Standalone Location and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in Zelle, then the Zelle Payment Service will contact the Receiver regarding enrollment in Zelle and receipt of payment. If the Receiver has already enrolled in Zelle, then the Receiver will receive a message regarding your payment.

c. Via the Other Payment Services, we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via Zelle. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 22 of the General Terms (Errors, Questions, and Complaints).

d. In most cases, when you are sending money to another User using the Zelle Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, either via a Zelle Standalone Location or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification). We have no control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.

e. For the Other Payment Services and those Zelle Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. As part of the Other Payment Services, if you request a one-time Payment Instruction to be initiated on a specified date or a

recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in Zelle. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

f. As to Recipients who have not yet enrolled with Zelle, you acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

#### 4 Receiving Payments.

a. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address, mobile phone number or Zelle tag enrolled with the Zelle Payment Service, you have no ability to stop the transfer. Other Payment Service payments may be cancelled by the Sender as set forth in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. By using the Zelle Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle Payment Request, if applicable) using the Zelle Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle Payment Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle Payment Service or at a Zelle Standalone Location. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

b. For the Zelle Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Financial Institutions, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle Payment Requests, from others through the Zelle Payment Service.

c. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

5 Requesting Payments. You may request money from another User through a Zelle Payment Request. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a Zelle Payment Request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any Zelle Payment Request that you send that is related to overdue or delinquent amounts. You agree to receive Zelle Payment Requests from other Users, and to only send Zelle Payment Requests for legitimate and lawful purposes. Zelle Payment Requests are solely between the Requestor and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send Zelle Payment Requests in general, or to specific recipients, if we deem such Zelle Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a Zelle Payment Request using the Zelle Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Zelle Payment Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Zelle Payment Request may not receive, or otherwise may reject or ignore, your Zelle Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a Zelle Payment Request. Zelle Small Business Service Users may not send Zelle Payment Requests to Users enrolled with Zelle through Zelle Standalone Locations.

6 Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services. Zelle Payment Service payments can only be cancelled in the limited circumstances set forth in Section 3(a) (Sending Payments) above. This Section only applies to the Other Payment Services, not Zelle Payment Services. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an

unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in Zelle will be automatically cancelled fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

**7 Consent to Emails and Automated Text Messages.** Section 8 (Text Messages, Calls and/or Emails to You) of the General Terms does not apply to Zelle Payment Services. By participating as a User, you represent that you are the owner of the email address, mobile phone number, Zelle tag and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number, Zelle tag and/or other alias to send or receive money as described these Zelle and Other Payment Terms. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
- e. To cancel text messaging from us, send STOP to 767666. For help or information regarding text messaging, send HELP to 767666 or contact our customer service at 855.iBank4u (855.422.6548). You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
- g. Your phone service provider is not the provider of the Zelle and Other Payment Services. Users of the Zelle Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

**8 Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Zelle and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle and Other Payment Services or Site. Additional fees may apply for small business Users



enrolled in the Zelle Small Business Service. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Zelle Payment Requests, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Zelle and Other Payment Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

**9 Refused Payments.** We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

**10 Returned Payments.** In using the Zelle and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in Zelle. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle Payment Service.

**11 Consent to Share Personal Information (Including Account Information)**

In addition to Section 20 (Information Authorization) of the General Terms, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a. As necessary to resolve a problem related to a transfer or payment between you and another User;
- b. To verify the existence of your bank account, or debit card, as applicable;
- c. To comply with government agency or court orders;
- d. To our affiliates, as permitted by law;
- e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- f. To comply with inquiries in connection with fraud prevention or any investigation;
- g. For our general business purposes, including without limitation data analysis and audits; or
- h. As otherwise permitted by the terms of our Privacy Policy.

**12 Wireless Operator Data.**

In addition to Section 20 (Information Authorization) of the General Terms, you acknowledge that we or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Zelle Payment Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use or disclose information related to your wireless subscriber account (such as your mobile number, name, address, email, network status, customer type, mobile device identifiers and other device and subscriber status information) to us or our Service Providers, which they may use for the duration of our business relationship, solely to verify your identity and help prevent fraud. See Zelle's Privacy Policy at <https://www.zellepay.com/privacy-policy> for how it treats your data. 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.

**13 Liability.**

Subject to our obligations under applicable laws and regulations, neither we nor Zelle shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Zelle Payment Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

#### 14 Disclaimer of Warranties

Section 33 (Exclusions of Warranties) of the General Terms does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE PAYMENT SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE PAYMENT SERVICE. ZELLE DOES NOT WARRANT THAT THE ZELLE PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

#### 15 Limitation of Liability

Section 34 (Limitation of Liability) of the General Terms does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE PAYMENT SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

#### 16 Indemnification

Section 30 (Indemnification) of the General Terms does not apply to Zelle Payment Services. You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle Payment Service, or any violation by you of the terms of this Agreement.

#### 17 Use of Our Online Banking Site and/or Mobile App

You agree to access the Site in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.

#### 18 Your Liability for Unauthorized Transfers

Section 16 (Your Liability for Unauthorized Transfers) of the General Terms shall not apply to the Zelle Payment Service. Immediately following your discovery of an unauthorized Zelle Payment Service Payment Instruction, you shall communicate with customer care in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to you. 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.

When you give someone your password or other means to access your account through which you access the Zelle and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

Note: These liability rules only apply to Eligible Transaction Accounts used for personal, family and household purposes.

#### 19 Content Standards; Zelle Tags

- a. Content Standards: You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle Payment Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or (f) in Zelle's or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle Payment Service, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature.
- b. Although neither we nor Zelle have any obligation to monitor any content, both we and Zelle have absolute discretion to remove content at any time and for any reason without notice. We and Zelle may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle Payment Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle Payment Service.
- c. The Zelle Payment Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your "Zelle tag." You will be limited to one Zelle tag per bank account, and each Zelle tag must have one U.S. mobile phone number or email address associated with it. Your Zelle tag must meet the Content Standards set forth above. You may not select a Zelle tag that misleads or deceives other Users of the Zelle Payment Service as to your identity, or otherwise. Although neither we nor Zelle have any

obligation to monitor User Zelle tags, both we and Zelle have absolute discretion to remove a User Zelle tag at any time and for any reason without notice. We and Zelle may require you to change your Zelle tag in our sole discretion, and we may elect to make a Zelle tag unavailable to you, without any liability to you. We and Zelle may also monitor User Zelle tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle Payment Service, you may be exposed to a Zelle tag that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability for, any User Zelle tags, including any loss or damage caused thereby. We and Zelle make no representation or warranty that a User Zelle tag accurately identifies a particular User of the Zelle Payment Service. We respect the intellectual property of others and require that users of the Zelle Payment Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Zelle Payment Service that is subject to intellectual property rights claims.

#### 20 Definitions.

"Network Financial Institutions" means financial institutions that have partnered with Zelle.

"Receiver" is a person or business entity that is sent a Payment Instruction through the Zelle and Other Payment Services.

"Requestor" is a person that requests an individual to initiate a Payment Instruction through the Zelle Payment Service.

"Sender" is a person or business entity that sends a Payment Instruction through the Zelle and Other Payment Services.

"User" means you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle.

"Zelle Payment Request" means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle Payment Service.

"Zelle Small Business Service" means functionality, to the extent made available by us, that enables a small business User to (i) send Zelle Payment Requests through the Zelle Payment Service, and (ii) send and receive Payment Instructions through the Zelle and Other Payment Services. Users that access the Zelle and Other Payment Services through a business account shall be classified as Zelle Small Business Service Users. The Zelle Small Business Service is included in the definition of "Zelle Payment Service".

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

#### BILL PAYMENT SERVICE ADDITIONAL TERMS

1. Description of Service. The term "Bill Payment Terms" means these Bill Payment Service Additional Terms. The bill payment service (for purposes of these Bill Payment Terms, and the General Terms as they apply to these Bill Payment Terms, the "Service") enables you to receive, view, and pay bills from the Site.

2. Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft check drawn on your account, the draft check arrives earlier than the Scheduled Payment Date due to

expedited delivery by the postal service, and the Biller immediately deposits the draft check, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

3. **Payment Authorization and Payment Remittance.** By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

4. **Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

5. **Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer care for the Service in the manner set forth in Section 22 of the General Terms above. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

6. **Exception Payments Requests.** Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments.

7. Bill Delivery and Presentment. The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- a. Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
- b. Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
- c. Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service’s records and the Biller’s records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.
- d. Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller’s services and/or bill information.
- e. Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- f. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- g. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

h. Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

i. Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

j. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

8. Disclosure of Account Information to Third Parties. It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy (as further described in Section 10 (Your Privacy) of the General Terms), in addition to the circumstances set forth in Section 20 of the General Terms (Information Authorization):

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

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

10. Biller Limitation. The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you, as set forth in Section 13 of the General Terms (Prohibited Payments).

11. Returned Payments. In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

12. Information Authorization. In addition to Section 20 of the General Terms (Information Authorization), you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

15. Definitions.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.

"Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

"Payment Instruction" is as defined in Section 36 of the General Terms, and is further defined as the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

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