

## DUNDEE BANK

### ONLINE & MOBILE BANKING AGREEMENT & ONLINE PRIVACY AND SECURITY POLICY

**www.dundeebanking.com**  
**5015 Underwood Avenue**  
**Omaha, Nebraska 68132**  
**Phone: (402) 504-4000**

In these materials, "you" and "your" refer to the person(s) named in the enrollment form(s) used to obtain access to this site and any other person that you permit to access the site using your User ID or password. The words "we," "us" and "our" refer to Dundee Bank. The word "password" refers to your secret authentication methods such as your password, challenge questions, and challenge image.

The Online & Mobile Banking Agreement sets forth the terms and conditions for accessing Online Banking and Mobile Banking Services ("Services"). This Agreement supplements and is in addition to the terms and conditions in your Account Agreement and accompanying Disclosures including Electronic Funds Transfer Disclosure.

#### General Terms

##### 1. General Restrictions Concerning Use of Our Web Site & Mobile App

As a condition to the use of our web site and mobile app, you agree not to use our site for any purpose or transaction that is unlawful or prohibited by these General Terms or any other agreement you have with us. You also agree not to use our web site in any manner which could: (1) damage, disable, overburden, or impair our web site or anyone else's site; or (2) interfere with any other party's access to or use of our web site or anyone else's site. You agree not to obtain or attempt to obtain access to or use of any aspect of our web site through any means we do not intentionally make available on the site. You agree not to frame our web site or to mirror our web site on any other site and agree not to link to any portion of our site other than our home page. You agree to comply with the restrictions in the [Copyright and Proprietary Rights](#) paragraph.

##### 2. PINS and Passwords; Security

**IMPORTANT:** We may permit access to your account information and may accept as authentic any instructions given to us using your User ID or password. **You agree to keep your User ID, password, and PIN secret. You agree to notify us immediately if your User ID, password, or PIN is lost or stolen or if you believe someone else has discovered your User ID, password, or PIN. If you give your User ID, password, or PIN to someone else, you are authorizing that person to act on your behalf.** The Services enable you to change your password; we recommend that you do so regularly. Don't use something that is easy to guess for your password (for example, your name, address or birth date) – a combination of letters, numbers and special characters, and challenge questions are required. We may be liable for certain security breaches to the extent required by applicable law and regulation (see [Liability for Unauthorized Use](#)). We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. We reserve the right to: (1) monitor and/or record all communications and activity related to the Services; and (2) require verification of all requested transfers and payments as we deem appropriate. This means, for example, that we may require your written or other verification before we make a transfer. Our records will be final and conclusive in all questions concerning whether or not your User ID, password, or PIN was used in connection with a particular transaction. If any unauthorized use of your User ID, password,

or PIN occurs, you agree to: (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance that we request in recovering any unauthorized transfer or payment funds.

##### 3. Account Information

Balance information available on our web site may not reflect outstanding checks or charges, unposted transactions (such as deposits, payments or credits), or recent transfers or payments. Balances in deposit accounts may also be subject to a hold (which will not necessarily be evident from your online statement, but you will receive written notice when the hold is placed). Balance information is generally provided as current as possible but may not reflect all pending transactions. Online transaction history for accounts may be limited. You may need to check the statements that we have previously sent you for information prior to the first day covered by the online transaction history.

##### 4. E-mail

You may use the e-mail feature in the Contact Us feature of our web site for general, non-urgent communications with us. You should not rely on e-mail for important or time-sensitive notices to us such as stop payment orders, or for reporting a lost or stolen User ID, password, PIN or debit or ATM card. In any event, we will not take action based on an e-mail request until we actually receive your message and have a reasonable opportunity to react. We would also caution you against using e-mail for transmitting sensitive personal information. We reserve the right to terminate Services if e-mail is used for threatening, abusive, obscene, libelous, defamatory or offensive material. Offensive material includes, among other things, sexually explicit messages or other messages that can be construed to be harassment or disparagement of others based on their race, color, religion, disability, age, sex or national origin.

For notifying us about errors please see [Error Resolution Procedures](#) section below and contained within your Account Agreement and other disclosures given to you for an existing product). You should not consider that we have received your notification unless and until you receive a response from us. If you do not receive a response to your dispute within two days, you should resend your message (and await a response from us) or follow the other notification procedures in the applicable provisions referenced above.

**DO NOT NOTIFY US VIA E-MAIL OF LOST OR STOLEN USER IDs, PASSWORDS, OR DEBIT OR ATM CARDS. DO NOT SEND TRANSFER OR PAYMENT REQUESTS VIA E-MAIL.**

##### 5. Other Services

Other services and features on our web site may include instructions on their proper use. You agree to follow those instructions.

##### 6. Service Availability

Services will generally be available 24 hours per day, seven days per week, except for scheduled maintenance. Services may be unavailable at other times for security reasons, due to system problems, if phone lines are down, and for other reasons. We have a contingency/recovery plan for system problems. We reserve the right to change service hours at any time.

##### 7. Limitations

The Services and our other products and services are not necessarily available everywhere, and may or may not be available to non-residents or non-citizens of the United States. Accessing our web site from outside the United States is not permitted, except for access by our existing customers. Information about products

and services is provided for informational purposes only and should not be considered an offer to make those products and services available to you. We have no obligation to provide a product or service until: (i) we have received and approved an application in the form we require; and (ii) you have signed a separate written agreement in the form we require (if any). We may require in-person closings for certain products.

## 8. Equipment

You are solely responsible for the system (including the personal computer, software and Internet service provider) you use to access the Services. We are not responsible for errors or delays or your inability to access the Services your system causes. If upgrades to your system are necessary to continue to access our site, those upgrades are your sole responsibility. We are not responsible for the cost of upgrading your system to stay current with the Services and we are not responsible in any circumstances for any damage to your system or your data. **IT IS YOUR RESPONSIBILITY TO PROTECT YOUR SYSTEM'S SECURITY AND TO PROTECT YOUR SYSTEM AGAINST VIRUSES, WORMS, TROJAN HORSES AND OTHER ITEMS OF A DESTRUCTIVE NATURE. YOU AGREE TO USE REASONABLE CARE NOT TO INTRODUCE ANY SUCH ITEMS TO OUR WEB SITE.**

## 9. Termination

If you want to terminate your access to the Services, you can call us at the number in the Contact Us section of our web site. Services may be discontinued immediately if we receive a call from you or someone claiming to be you. Alternatively, we may require that you follow another procedure so that we may verify your identity and your authorization to terminate. Recurring transfers or payments will not necessarily be discontinued because you terminate access to the Services. If you want to make sure that online recurring transfers or payments are stopped, you must follow the procedures in the [Discontinuing Transfers and Payments](#) paragraph.

We reserve the right to terminate access to our web site and any or all Services in whole or in part at any time, with or without cause and without prior written notice. In that event or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers or payments, including recurring transfers or payments and other transfers that you previously authorized but have not yet made. We also reserve the right to temporarily suspend access to our web site and any or all Services in situations we deem appropriate, in our sole and absolute discretion, including when we believe a system security breach has occurred or is being attempted. We may consider repeated incorrect attempts to enter your User ID or password as an indication of an attempted security breach.

Terminating the Services does not affect your or our rights or obligations under these terms and disclosures with respect to occurrences before termination.

## 10. Changes

We may change these terms and disclosures at any time. We will inform you of any changes as and to the extent applicable law requires. Unless otherwise stated, changes will be effective immediately. In any event, continuing to use the Services after a change means that you agree to the change. If you disagree with a change, you may terminate the Services as provided above.

## 11. Information Accuracy

Although we strive for accuracy, some information and resources provided to you using the Services may contain technical or other errors, inaccuracies or omissions, typographical errors, and may become outdated. We may change our products, services, terms, conditions and pricing at any time without notice and without first updating our web site. Nothing on our web site is intended to provide legal, accounting, tax or financial advice; you should consult your own professional advisor on such matters. Tools that you may access

through the Services (such as loan or investment calculators) are provided for your convenience, but are not guaranteed to be error-free.

## 12. Warranty Disclaimer

**ALL INFORMATION AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.**

## 13. Limitation of Liability

**IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER WHICH ARISE OUT OF OR RELATE TO:**

- A. YOUR USE OF OR ACCESS TO (OR INABILITY TO USE OR ACCESS) THE SERVICES;
- B. YOUR RELIANCE ON ANY INFORMATION PROVIDED VIA OUR WEB SITE; OR
- C. ANY OTHER FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION OR DEFECT, OR ANY LOSS OR DELAY IN TRANSMISSION.

**WE SHALL HAVE NO LIABILITY FOR DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, OR FOR LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF PROGRAMS OR DATA ON YOUR COMPUTER SYSTEM, REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBILITY THEREOF. WE DO NOT GUARANTEE THE SECURITY, PRIVACY OR INTEGRITY OF INFORMATION THAT YOU MAY TRANSMIT TO US OR RECEIVE FROM US OVER THE INTERNET.**

**IF YOU ARE DISSATISFIED WITH ANY ASPECT OF OUR SITE OR THE SERVICES AVAILABLE VIA OUR WEB SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESS.**

## 14. Exceptions

**PARAGRAPHS 12 AND 13 SHALL NOT BE DEEMED TO DISCLAIM LIABILITY SPECIFICALLY IMPOSED ON US BY STATUTE OR REGULATION, TO THE EXTENT SUCH LIABILITY CANNOT BE WAIVED OR DISCLAIMED. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT FULLY APPLY TO YOU. TO THE EXTENT THAT THE FOREGOING IS NOT FULLY ENFORCEABLE UNDER APPLICABLE LAW, YOU MAY HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.**

## 15. Other Products

Resources, products and services provided by third parties but accessed through the Services (such as, but not limited to, via links to other web sites from our web site) are not our responsibility and we make no representation whatsoever about them. The fact that we have provided access to a third party resource, product or service does not mean that we endorse it. The third party may have a privacy policy that is different than that of Dundee Bank. Please review their privacy policy.

## 16. Information Submissions

*The following does not apply to personal information that we request from you or information about you or your accounts that is subject to our privacy guidelines:* We do not want to receive your confidential or proprietary information through the channels that we provide for you to access the Services. You should not send such information to us through the Services. Any information you do send to us will be deemed NOT CONFIDENTIAL OR PROPRIETARY. By sending us any information, you: (1) grant us an unrestricted, royalty-free, perpetual, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute that information; and (2) agree that we are free to use any ideas, expressions of ideas, concepts, know-how, designs, techniques or inventions that you send us.

## 17. Credit Review; Third Party Contacts

You agree that we may contact any source necessary and may obtain credit reports on you in connection with the Services. We may also contact third parties (such as but not limited to merchants and other financial institutions) in connection with resolving problems with the Services.

## 18. Waiver

Any waiver of these terms and disclosures by us will not be effective unless in writing signed by our authorized officer.

## 19. Assignment

You may not transfer, assign or delegate your rights or duties under these terms and disclosures. If you choose to use an aggregator or screen scraper service provider, you are authorizing them to act on your behalf in obtaining the Services. **If you give your User ID, password, or PIN to someone else, you are authorizing that person to act on your behalf.**

## 20. Governing Law; Venue

Unless we otherwise agree in writing, Nebraska law governs these terms and disclosures and all aspects of our relationship with you. If any part of these terms and disclosures is invalid or unenforceable, the remainder will stay in effect. Litigation arising out of or relating to these terms and disclosures, our web site, the Services or any aspect of our relationship with you shall be commenced and maintained solely and exclusively in the state and federal courts sitting in Douglas County, Nebraska, United States.

## 21. Copyright and Proprietary Rights

We own all copyrights in our web site's contents, including, without limitation, all pages and the screens displaying the pages for our web site, all information, documents, logos, graphics and other materials contained on our web site, and their arrangement. Other trademarks or service marks referenced on our web site are their respective owners' property. You may not copy or display (except as strictly necessary for you to view these materials on your own computer), republish, redistribute, transmit, modify, or otherwise use, transfer or exploit, without our prior written consent, any part of these pages or screens. You agree not to decompile, disassemble or otherwise reverse engineer our web site or any software or materials you obtain from our web site. We may claim trademark and/or service mark rights in marks used in our web site.

We retain title, all intellectual and proprietary rights (including, without limitation, patent, copyright, trademark and trade secret rights), and all other rights in and to our site, all information, resources, content, tools, services and other features accessible thereon, all our business methods and processes, and all modifications, improvements, enhancements and new functionalities added to any of the foregoing. Except

for the access and usage privileges that we specifically grant to you in and subject to these terms and disclosures, nothing shall be deemed to grant you any right, title, interest or license in or to any of the foregoing. All privileges granted to you are limited, non-exclusive, non-transferable, and revocable.

## 22. Complete Agreement

This Agreement contains the terms with respect to the Services described herein, but do not supersede the terms and conditions applicable to other products or services that you may have previously acquired from us or that you may acquire from us in the future. These terms do not, for example, supersede the terms contained in the Account Agreement applicable to your deposit accounts, ATM or debit cards or other line of credit or loan products.

### Transfer and Payment Terms

#### 1. Authorization

Each time you request us to make a transfer or payment using the Services, you authorize us to complete that transfer or payment without any further instructions or your signature.

You may revoke your authorization only by following the procedures (and subject to the limitations) in the paragraph on Discontinuing Transfers and Payments. Certain authorizations may not be revoked because we begin to process the request immediately. We are entitled to treat transfer and payment requests as if they were in writing and signed by you if initiated by your User ID and password.

#### 2. Transfers and Payments Between Accounts with Us

You may use the Services to transfer money and make payments between certain accounts of yours with us (subject to relevant account restrictions). You may use the Services to make "one-time" or "recurring" transfers and payments.

A one-time transfer or payment is a transfer or payment that is made only once and does not repeat: (1) scheduled to pay on the same business day you request such transfer or payment and such immediate one-time transfer or payment will be made immediately; or (2) scheduled to pay on a future business day from the business day you request such transfer or payment and such future one-time transfer will occur at the time of processing on that future business day.

A recurring transfer or payment is one for the same amount that is made on a weekly, bi-weekly, bi-monthly, monthly, quarterly, semi-annual, or annual basis. Once started, recurring transfers or payments will be made automatically until you tell us to cancel the recurring transfer or payment and we have a reasonable opportunity to act. Please note that transfer dates may be automatically moved to the next business day if you request a transfer date that is not a business day or you request the transfer date to be on the same day as your request and you make such request after 6:00 p.m. Central Standard Time or on a day that is not a business day.

#### **DO NOT SEND TRANSFER REQUESTS VIA E-MAIL.**

#### 3. Discontinuing Transfers and Payments Between Accounts with Us

**For future one-time transfers or payments between accounts:** If you wish to cancel a future one-time transfer or payment, you can select the transfer or payment you wish to cancel on your pending list on our web site. After you select the transfer or payment you wish to cancel, you can choose the cancel option. In

addition, you can contact us at either the telephone number or address located on the top of this disclosure or at the telephone number or address listed on the Contact Us section of our web site, or at any branch location. We must receive your request at least three business days before the payment date. You may not discontinue transfers or payments that are no longer on your pending transfers list.

**For recurring transfers or payments between accounts:** If you wish to cancel a recurring transfer or payment, select the transfer or payment you wish to cancel on your pending list on our web site. After you select the transfer or payment you wish to cancel, you can choose the delete option. This will cancel the pending transfer or payment and delete the future transfers or payments in that cycle. In addition, you can contact us at either the telephone number or address located on the top of this disclosure or at the telephone number or address listed on the Contact Us section of our web site, or at any branch location. We must receive your request at least three business days before the payment date. You may not discontinue transfers that are no longer on your pending transfers list.

#### **DO NOT SEND REQUESTS TO DISCONTINUE TRANSFERS OR PAYMENTS VIA EMAIL.**

#### **4. Limitations**

In addition to the limitations stated above, any applicable limitations on transfers or payments that apply to any of your accounts remain in effect. For security reasons, there may be limitations (in addition to those referenced above) on the frequency and dollar amount of the transfers and payments you may make using the Services. You understand that transfers and payments from your account must comply with United States law (and we may refuse to make transfers and payments prohibited by law).

#### **5. Statements**

Transfers and payments from your accounts with us will be reflected on the regular account statements we mail to you. Please continue to review all the statements you receive through the mail. You may also review transfers and payments from your accounts with us on your account detail screens. If any of your statements show an incorrect or unauthorized transaction, you agree to notify us immediately. **If you do not follow the Error Resolution Procedures, your statement will be considered correct for all purposes and we will not be liable for any transfers or payments reflected thereon.** You agree to promptly notify us of any change in your address or telephone number.

#### **6. Balances**

We may, but need not, make any transfer or payment if you do not have a sufficient balance on the date you request the transfer or payment or on the date the transfer or payment is scheduled to be made. If we do make the transfer, you agree to immediately reimburse us for the overdraft that it creates (and understand that we may deduct the amount thereof from any other account you, alone or with others, maintain with us) and that we may charge you a fee for the overdraft. Although we may generally attempt to inform you if a requested transfer or payment is not made, we are not obligated to do so.

#### **7. Our Liability**

If we fail to complete an electronic funds transfer or payment in time or in the correct amount, *in accordance with this agreement and when you properly instruct us*, we are liable for your losses or damages. However, there are some exceptions. For instance, we are not liable: (1) if, through no fault of ours, you don't have sufficient funds in your account to make the transfer or payment; (2) if the funds are subject to legal process or other encumbrance restricting a transfer or payment; (3) if the transfer or payment exceeds your credit limit; (4) if there is a technical malfunction which is known to you at the time you attempt to initiate the transfer or payment or, in the case of a recurring transfer or payment, at the time the transfer or payment should have occurred; (5) if circumstances beyond our control (such as a fire, flood, power outage or

communications or computer system failure) prevent the transfer or payment, despite reasonable precautions that we take. In no event are we liable for more than actual damages proved if any failure of ours was unintentional, and resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably adopted to avoid such an error.

This does not mean that we accept liability for other circumstances resulting in transfers or payments not being made or completed on time. For example, we are not responsible for delayed or failed transfers or payments if: (1) you fail to use the Services properly in accordance with this agreement and any online or other instructions supplied in connection with the Services; (2) you don't request the transfer or payment and schedule it sufficiently in advance of the due date for the obligation you are paying; (3) you exceed applicable restrictions on the number, amount or frequency of transfers; (4) your computer or software fails to operate correctly, or your instructions are lost or delayed in transmission to us; (5) a bona fide security consideration causes us not to make the transfer or payment (e.g., your User ID or password has been reported lost or stolen, we have reason to believe a transfer is unauthorized, or the transfer would violate other security restrictions in our system); or (6) your relevant deposit account is closed or services hereunder have been terminated or suspended.

#### **8. Liability for Unauthorized Use**

Tell us AT ONCE if you believe your User ID or password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If your deposit account statement shows transfers or payments that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days. If you believe your User ID or password has been lost or stolen or that someone has transferred, or may transfer money from your account without your permission, you can call us at the number in the Contact Us section of our web site, or write to us at: Dundee Bank 5015 Underwood Ave, Omaha NE 68132.

#### **DO NOT SEND NOTIFICATION OF LOST OR STOLEN USER IDs OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA EMAIL.**

#### **9. Error Resolution Procedures**

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, contact us at either telephone number or address located on the top of this disclosure or at the telephone number or address listed on the Contact Us section of our web site, or at any branch location as soon as you can. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (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.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we may credit your 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.

#### **10. Business Days**

Our business days are Monday through Friday, excluding federal banking holidays.

#### **Online Privacy and Security**

Your privacy is important to us. Our current [Privacy Policy](#) is available on our website or by request at any branch location. In connection with transfers and payments, you should also note that we will disclose information to third parties about your account; (1) in order to comply with laws, regulations or government agency or court orders; (2) if you give us your written permission; (3) if we arrange with another party to provide part of the Services, or if another party provides the products or services that you request using the Services; (4) if the Services are terminated or your account is closed for cause.

We understand the importance of privacy and security when transmitting data on line. Therefore, we have instituted necessary privacy and security policies specifically related to the online banking process. The following online practices demonstrate our commitment to maintain your online privacy and security.

### **Secure Transactions**

To ensure information remains confidential, we use encryption technology such as Secure Socket Layer (SSL) on our web sites to transmit information between you and the Bank.

### **Linking to a Third-Party Web Site**

When you click on links and/or ad banners that take you to a third-party web site, you will be subject to that third party's privacy policy. While we support the protection of privacy on the Internet, we cannot be responsible for the actions of third parties. We encourage you to read the posted privacy statement whenever interacting with any web site.

### **Cookies**

A cookie is a piece of information that is stored directly on the computer you are using. Cookies can contain a variety of information, from a simple count of how often you visit a Web site to information that allows customization of a Web site for your use.

Currently, we use cookies to maintain the encrypted connection between the Bank and registered customers when they log in to utilize certain products. Any time a cookie is used, personal information is encrypted for our use only and protected from third party use.

### **Your Role**

You can help us to safeguard your information. We suggest you take the following steps:

- Do not share your password or user ID with anyone
- Change your password regularly
- Remember to sign off once you have completed a secure online session

Only provide your user ID when your browser indicates an encrypted connection, such as Secure Socket Layer (SSL), directly to our web site or to another site you have investigated and fully trust.

### **Looking Out for Children**

We recognize that protecting children's identities and privacy is important. We comply with the practices established under the Children's Online Privacy Protection Act. We do not knowingly market to or solicit information from children under 13 without parental consent.

### **Security Statement**

We understand the importance of customer security. Protecting your confidential financial information is our number one priority. We maintain strict standards of security designed to ensure a secure exchange of information with our customers.

As part of our commitment, customer information and account data is protected by multiple security protocols: firewalls, data encryption and a verifiable Password. We provide end-to-end encryption to secure transactions while in transit. Encryption technology transmits information sent over the Internet by encoding the transmitted data. A firewall is designed to protect information stored in our computer systems from unauthorized entry.

Your account information is also protected with a Password known only to you. Your Password must be used to access your accounts and authorize payments. Only you know your private Password, so you can be confident that your data is secure if you do not provide your Password to someone else. You will know when you're in a safe environment when a "locked" icon is displayed in your browser. To gain a greater level of protection, we recommend that you memorize and keep your Password secret, change your Password on a regular basis and not use birth dates, first or last names, or other documented numbers or letters that may be easy to locate. If you must write down your Password, keep it in a safe place.

In addition, our strict security standards require all browsers that are used to access account information to have 128-bit encryption. Use of 128-bit encryption technology is one of the most secure forms of encryption currently available for commercial use on the Internet.

This Security Statement is a constant reminder to our customers that the security of their personal information is always of our utmost concern.

### **Alerts**

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

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within Dundee Bank Online Banking and Alerts menu within Dundee Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Dundee Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail

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

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 31727 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Dundee Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 31727. In case of questions please contact customer service at 402-504-4000. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS. Limitations. Dundee Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Dundee Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Dundee Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

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

**Dundee Bank**  
**Account to Account Terms of Service**  
**Also known as External Transfer**

## GENERAL TERMS FOR EACH SERVICE

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

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

Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

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

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

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

**6. Notices to Us Regarding the Service.** Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: 5015 Underwood Ave We may also be reached at (402) 504-4000 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **22. Errors, Questions, and Complaints.**

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



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

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

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

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

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

**29. Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 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" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

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

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

- a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.
- b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account

and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges).

You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).

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

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

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

**4. Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also

require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

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

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

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

## 8. Definitions

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

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

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

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