



**ELECTRONIC BANKING AND
BILL PAY SERVICES -
TERMS
AND DISCLOSURES**

Terms and Disclosures - Table of Contents 2

Welcome to Electronic Banking and Bill Services 3

 General Terms and Conditions Applicable to all Services 3

 Relation to Other Agreements 3

 Business Days 3

 New Services 3

 Our Client Support Information 3

 Contacting the Bank via Email 3

 Account Ownership 3

 Charges and Fees 3

 Scheduled Maintenance 4

 Computer Equipment 4

 Security Procedures; Care of Your Security Code, Username and Password 4

 Unavailable, Delayed or Inaccurate Account Information 5

 Optional Mobile Banking Services 5

 Use of Mobile Banking Services 6

 Mobile Banking Processing Equipment and Software 6

 Information Regarding Mobile RDC Transactions 6

 Maintenance and Support for Mobile Banking Services 9

 Mobile Banking Services Copyrights and Other Intellectual Property; User Conduct 9

 Location-based Information 9

 Our Liability for Failure to Complete a Transaction 9

 Statements 10

 Errors or Questions 10

 Consumer Accounts 10

 Business and Other Non-Consumer Accounts 10

 Your Liability for Unauthorized Use of Bill Pay Transactions and Unauthorized Transactions 11

 Consumer Accounts 11

 Business and Other Non-consumer Accounts 11

 Late Fees 11

 Children Using the Services 12

 Our Use of Third-party Service Providers 12

 Disclosure of Account Information to Third Parties 12

 Legal Compliance 12

 Disclaimer of Warranties 12

 Exclusion of Damages; General Limitation of Liability 12

 Indemnification 13

 Dispute Resolution, Venue, Waivers, and Limitations on Damages 13

 Assignment 13

 Proprietary Rights 13

 Amendments 13

 Entire Agreement 13

 Cancellation/Termination of Services 13

 Third-party Beneficiaries 13

Your Guide to Electronic Banking 14

 Online Banking Benefits 14

 Client Support 14

 Your Username and Password Must Be: 14

 Online Banking Services Accounts 14

 Account Balances 14

 Viewing Account History 14

 Funds Transfer 14

 Bill Pay Services 15

 Eligible Accounts And Payees 15

 Scheduled Payments 15

 Types of Payments 15

 Payments Cancellation/Modification 15

 Payments/Payment Date 16

 Transfers 16

 Payees 16

 Additional Bill Pay Features 16

 How Bill Pay Manages Insufficient Funds 16

 Important Things to Know About Bill Pay 16

 Exporting Transaction Information 17

 How to Use Manage Your Account 17

 Your 24-hour Telephone Banking System 17

General Terms and Conditions Applicable to all Services

The following terms and conditions govern the manner in which BankDirect®, (Us, We, Our) will provide Electronic Banking (also referred to as “Online Banking” and “Bill Pay”) (collectively referred to herein as “Services”) to You. By accepting these Electronic Banking and Bill Pay Services Terms and Conditions (“Agreement”), accessing Your deposit accounts and making use of the Services, and/or authorizing others to do so on Your behalf, You agree to be bound by this Agreement. We may amend the terms of this Agreement from time to time without notice, except as may be required by law.

Relation to Other Agreements

This Agreement and Your Guide to Electronic Banking (the “Services User Guide”) are in addition to and cumulative of any account agreement You have with Us (an “Account Agreement”), including any fee schedules. In the event of a conflict between (a) this Agreement and/or the Services User Guide, and (b) any Account Agreement, the terms of this Agreement will apply. You should review the Account Agreement for applicable fees, transaction limitations on the number of transactions You can make and for other restrictions that might impact Your use of the Services for a particular Account.

In addition, if You elect to use the Mobile Banking Services (defined below), You understand and agree You are still subject to the terms and conditions of any agreement You have with any unaffiliated third-party service providers, including, but not limited to Your mobile service provider (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.) or any third-party provider of or marketplace for the Mobile Banking Services (e.g., Apple, Inc., or Google, Inc. (Android)), and this Agreement does not amend or supersede any of those separate third-party service provider agreements. You understand that such services may provide for fees, charges, limitations and restrictions which might impact Your use of the Services (e.g., data use charges, etc.), and You agree to be solely responsible for all such fees, charges, limitations and restrictions. You agree that only Your mobile service provider is responsible for the performance and operation of its products and services, including Your mobile device and the mobile service provider’s own network. You agree to resolve any problems with Your mobile service provider without involving Us, Apple, Inc. or Google, Inc. (Android). You must comply with applicable third-party terms when using the Mobile Banking Services (e.g., You cannot be in violation of Your wireless provider agreement when using the Mobile Banking Service.)

Business Days

For purposes of this Agreement, our business days are Monday through Friday, excluding Federal holidays.

New Services

Some of the activities described herein may not be available for certain accounts or customers. We reserve the right to modify the scope and type of activities offered via the Services at any time in our sole discretion. We may also reserve the right to refuse to process any transaction You request through the Services for a variety of reasons as set forth herein. We may also, from time to time, introduce new services or enhance the existing Services. We will notify You of the existence of these new or enhanced services. By using the services when they become available, You agree to be bound by the terms governing the new services.

Our Client Support Information

Phone: 1.877.839.2737

Hours: Monday through Friday, 8:00 a.m. - 6:00 p.m. Central Time (“CT”)

Non-Business Schedule:

The Client Support Center is closed on Sundays and the following holidays: New Year’s Day; Martin Luther King, Jr.’s Birthday; President’s Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran’s Day; Thanksgiving Day; Christmas Day.

Mail may also be addressed to:

BankDirect®
Client Support Center
2350 Lakeside Blvd., Suite 800
Richardson, Texas 75082

Bill Pay Support Center:

Phone: 1.877.296.4127

Hours: Monday through Friday, 7:30 a.m. to 11:00 p.m. Eastern Time.

Contacting the Bank via Email

Regular Electronic Mail (email) transmissions may not be secure. We request that You do not send or request sensitive information such as account numbers, passwords, account information, etc. via any public email system. All sensitive information should be sent via Our secure email system in Online Banking. If You send Us an email message, You agree We may take a reasonable time period to act on Your email. If You need immediate assistance, for example to report an unauthorized transaction, call the Client Support Center phone number noted above.

Account Ownership

You represent that You are the legal owner of the accounts linked to the Services, and that all the information You provide to Us in connection with the Services, including Your e-mail and contact information, is accurate, current and complete, and that You have the right to provide such information to Us for using the Services. You agree not to misrepresent Your identity or Your account information. You will keep Your account information up to date and accurate. You are an authorized user of the mobile device You use to access the Services.

Charges and Fees

You agree to pay Us the fees and charges published by Us from time to time. Designated Accounts are subject to normal account fees as set forth in Our Schedule of Fees applicable to Your Account.

Scheduled Maintenance

At BankDirect®, We strive to maintain continuous availability to our online services. In an effort to insure optimum system performance, We have set aside specific times that We may perform maintenance to our online banking systems.

Telephone Banking, Online Banking, and Bill Payment services may be unavailable or allow for intermittent connectivity during times indicated below.

- Wednesday night beginning at 11:00 p.m. (Central Time) to 5:00 a.m. (Central Time) Thursday morning
- Sunday morning between 12:00 a.m. - 8:00 a.m. (Central Time)

Computer Equipment

To access the Services, You must own or have access to equipment and software (including web browser software) that allows You to access the Internet (collectively, the "Computer"). The web browser You use must support, at a minimum, Secure Socket Layer ("SSL") technology and 128-bit encryption, and must be version 4.73 or newer of Netscape Navigator or version 5.0 or newer of Microsoft Internet Explorer, or possibly, other browsers that support SSL. You must also have Adobe Acrobat Reader version 5.0 or newer to access pdf documents. You understand that if You use a web browser that does not support SSL and 128-bit encryption, the security of Your transactions related to the Services may be compromised and not in compliance with the security procedures required by Us. You further understand that You are responsible for the installation, maintenance, and operation of the Computer, including but not limit to, any viruses, Internet-related problems, or Internet Service Provider fees that may be associated with Your access and use of the Services. We reserve the right as encryption technology develops to impose further reasonable restrictions or requirements to maintain the appropriate level of security for the transactions contemplated hereunder and You agree to abide by such restrictions or requirements or to discontinue the Services hereunder. The risk of error, failure, or non-performance is Your risk and includes the risk that You do not operate the Computer or software properly.

WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE OR THE SERVICES, OR ANY ELECTRONIC VIRUS OR VIRUSES THAT YOU MAY ENCOUNTER, EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD. WE MAKE NO WARRANTY TO YOU REGARDING THE COMPUTER OR THE SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Security Procedures; Care of Your Security Code, Username and Password

The first time You access the Services, You will be asked to provide information to verify that You are an Account Holder and/or to otherwise identify Yourself. You will be assigned and/or asked to create a username and password or other security code. You agree that the use of usernames and passwords is a reasonable method to authenticate Your transactions and those transactions which You authorize others to conduct for You. YOU UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAIN SECURITY AND CONTROL OVER YOUR USERNAME AND PASSWORD PROVIDED BY US OR CREATED BY YOU AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL YOU WOULD USE FOR CASH, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES.

You agree that You will not give Your username, password, or other security code, or make them available, to any other person. You are responsible for all transfers and payments You initiate or authorize through the Services. If You disclose Your username, password or other security code to any person, allow any person to obtain Your username, password or other security code, or permit any person to use the Services, You will have authorized that person to access Your Accounts and You are responsible for all transactions that person initiates or authorizes from Your accounts. If You believe that Your username, password or other security code has been lost or stolen, or that someone has made payments and/or transfers using Your username, password or other security code without Your permission, notify Us IMMEDIATELY at the contact information below.

BankDirect® 877-839-2737 (BankDirect®)
clientsupport@bankdirect.com

Texas Capital Bank - Consumer
877-839-2265 (Texas Capital Bank Consumer)
clientsupport@texascapitalbank.com

You understand that if You do not notify Us in a timely manner, the unauthorized use of Your username password, or other security code could cause You to lose all of the money in Your accounts, to the maximum extent permitted by applicable law, plus any amount available under Your overdraft protection, if any. We reserve the right to change Your username, password, and any other security code at any time by giving oral or written notice to You. You agree that Your use of the new username, password, and/or other security code after We provide notice of the change(s) constitutes Your acceptance of the new username password, and/or other security code. You acknowledge that the purpose of Your username, password, and security code is to authenticate the identity of the person initiating the action and not to detect errors in any transmission or content. We are not agreeing to any procedure for the detecting of errors. You represent that for the Mobile RDC Service, You consider these security procedures to be commercially reasonable with respect to the size, type, and frequency of deposits You anticipate submitting.

If You elect to use the Mobile Banking Services and You permit other persons to use Your mobile device to access the Mobile Banking Services, You are responsible for any transactions they authorize. If You access the Mobile Banking Services on Your mobile device, You understand that You will be required to enter Your username and password. The Mobile Banking Services may include Your name and certain information about Your account, such as the last 4 digits of Your account number or specific account transaction information. **You understand and acknowledge that transmission of Your masked account number and specific information, including dollar amounts or individual payees and payors, does not constitute transmission of personal or private information, and You hereby authorize Us to send such information via the Mobile Banking Services to Your mobile device. Use of Our normal security procedures for maintaining confidentiality and security of information constitutes fulfillment of our obligations to exercise due care.**

No BankDirect® employee, nor any company affiliated with a third-party service provider of Us will contact You via e-mail or phone requesting Your username, password, or security code. If You contacted by anyone requesting this information, DO NOT GIVE ANY OF YOUR INFORMATION OUT, and please contact Us immediately to report the details of the incident.

We are committed to the security of Our customers' accounts and account information, as described more fully in the "Financial Privacy Policy and Your Rights" section of the Terms and Disclosures Agreement. However, You must also take every precaution to ensure the safety, security and integrity of Your Accounts and transactions through the Services. We may, from time to time, recommend security guidelines. It is Your responsibility to follow such Guidelines.

Unavailable, Delayed or Inaccurate Account Information

We strive to provide complete, accurate and timely information through the Services. However, unless required by law, We will not be liable to You if any such information is unavailable, delayed or inaccurate. With respect to electronic fund transfer problems, such as unauthorized transactions or Our failure to properly complete authorized transactions, please see the "Our Responsibilities/Liability" section of this Agreement for details on the extent of Our liability.

Optional Mobile Banking Services

This section of the Agreement governs Your election to use the optional Mobile Banking Services that are offered by Us as part of the Services. Our Mobile Banking Application Services ("Mobile Banking Service(s)") provide personal financial information management services and check deposit via remote deposit capture on Your mobile device.

Subject to the terms and conditions herein, You subscribe to, and We agree to provide, the Mobile Remote Deposit Capture ("RDC") Service to be used by You in accordance and in compliance with the Check Clearing for the 21st Century Act ("Check 21 Act"). The Mobile RDC Service enables You to create and submit electronic check images (also known as Image Replacement Documents ("IRDs")) to Us, for deposit to Your personal or business deposit account(s), as applicable, in lieu of the Original Checks (as defined herein) from which such RDC check images were obtained. The dollar amount limits and daily number of transaction limits for RDC shall be determined by Us in our sole discretion. You should talk to Your BankDirect® banker for information regarding dollar limit and daily number of transactions restrictions. Items exceeding Your daily limits must be delivered to Us for processing or held until the next business day for transmittal.

We retain the ability to either approve or deny Your use of Mobile Banking Services, including the Mobile RDC Service in Our sole and absolute discretion. If We approve You to use such Services, then by using such Services, You agree to the applicable provisions set forth in this Agreement, You agree to pay any fees that We may charge in conjunction with such Services (as set forth in Our current fee schedule), and You understand and agree to the meanings of the defined terms set forth in this Agreement and any related documentation made available to You by Us for use with the Services.

In the event of any unforeseen issues or failure of this product for Mobile RDC deposits, Your deposits can be made in person at any of Our branches or by mailing deposits to:

BankDirect®
Client Support Center
2350 Lakeside Blvd., Suite 800
Richardson, TX 75082

While the Mobile Banking Services are currently offered at no charge by Us, You understand that if You decide to activate the Mobile Banking Services, You are responsible for meeting all Mobile Device system requirements set forth in this Agreement, and for all associated costs and expenses, including, without limitation, all fees You incur for data transfers and as a result of sending and receiving text messages through Your Mobile Device service. In addition, You understand that transactions You conduct via Mobile Banking Services may also be subject to (a) applicable fees imposed by Us (as set forth in other agreements You have with Us), and (b) fees imposed by third parties with whom You have entered into other agreements. You understand that We reserve the right to assess fees or otherwise charge for Mobile Banking Services in the future upon prior written notice of such fees or charges, with such prior written notice being sent in accordance with applicable law.

You understand and acknowledge that the Mobile Banking Services allows You to conduct certain Services via Your Mobile Device. We, in Our sole discretion, shall determine which Services shall be included in the Mobile Banking Services. From time to time, We may develop additional Mobile Banking Services, and You understand that You will have the opportunity to subscribe to them, provided that You have the necessary Mobile Device and related hardware and software.

By deciding to enroll in the optional Mobile Banking Services, You understand that You are providing Your express consent to Us to permit Us to contact me for account alerts, fraud prevention purposes, and any other purposes as provided in this Agreement or under other applicable agreements with Us. You understand that by selecting the optional Mobile Banking Services, You are agreeing that We may transmit e-mail communications that You access via the web browser on Your specified Mobile Device and/or SMS text messages directly to Your specified Mobile Device that contain certain information and alerts about the accounts You select. SMS text messages may be sent in response to SMS text messages We receive from Your specified Mobile Device or, in some cases, upon the occurrence of a pre-defined condition related to Your account (for example, a low balance, overdraft or receipt of deposit). You also agree and acknowledge that account alerts sent via e-mail communications accessed via the web browser on Mobile Device and/or via SMS text messages will be sent to any and all signors on the account who have registered for the Mobile Banking Service, provided they have given Us a valid telephone number for a Mobile Device, and have subscribed to the applicable alert. You understand that You are solely responsible for all costs assessed by Your Mobile Device service provider for receiving SMS messages or other data on Your Mobile Device.

You understand that You must complete the entire registration process including an affirmative statement that Your Mobile Device meets Our minimum system requirements. You also understand that You will need to meet all of the equipment, access and system requirements set forth in this Agreement to access Mobile Banking Services, and to view and print any e-mail statements, notices and disclosures for Mobile Banking Services.

All communications and text messages transmitted to Us using the Mobile Banking Services are not confidential and are deemed to be Our property. You acknowledge that the privacy policies of other third-party businesses providing any information, services or products in relation to or through the Mobile Banking Services may be different than Our Privacy Policy and You should review those policies before engaging in a transaction or providing any personally identifiable information to such business.

As part of Your registration for the Mobile Banking Services, You understand that You must certify that You are our Customer, and You agree to provide a valid U.S. telephone number, including the area code, for Your Mobile Device that will be used for the Mobile Banking Services.

You understand that it is Your responsibility to provide, true, accurate, current and complete information about Yourself when registering for the Mobile Banking Services and to maintain and promptly update the registration data to keep it true, accurate, current and complete. Without limiting the foregoing, You understand it is Your responsibility to update Your telephone number if and when it changes in order to ensure proper delivery of Mobile Banking Services, including SMS text messages. If You change Your telephone number for any reason, You will notify Us immediately to ensure that Your Mobile Banking Services and Our communications are not interrupted or inadvertently delivered to another recipient who may be assigned Your prior telephone number.

Use of Mobile Banking Services

You agree that You will learn how to use the Mobile Banking Services from the instructions contained within the Mobile Banking Services, and You agree that You will contact Us at the information listed in the "Our Client Support Information" of this Agreement if You have any questions about or problems with the Mobile Banking Services. If the Mobile Banking Services are modified, You are responsible for understanding how to use any modifications. You may not copy (other than a copy for personal or business use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, lease, rent, distribute access to or republish any of the contents of these Mobile Banking Services without Our prior written consent of, which may be withheld in its sole discretion. Unless otherwise subject to the provisions of Regulation E for consumer customers as further described in the Account Agreement, We will not be liable to You for any losses caused by Your failure to properly use the Mobile Banking Services or Your mobile device.

You agree not to use the Mobile Banking Services in any way that would: (a) infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Mobile Banking Services to impersonate another person or entity; (c) violate any applicable law (law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, anti-money laundering or bank secrecy)); (d) be false, misleading or inaccurate; (e) create liability for Us or our affiliates or service providers, or cause Us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt the computer networks connection to the Services; (i) interfere with or disrupt the use of the Service by any other user; or (j) use the Mobile Banking Services in such a manner as to gain unauthorized entry or access to Our computer systems or the computer systems of others.

Mobile Banking Processing Equipment and Software

You must obtain Our Mobile Application in the Apple or Google (Android) app stores and install it on Your mobile device in order to become approved and use the Services. You must comply with the mobile device hardware, software, and other requirements, as well as applicable security procedures, as set forth in this Agreement and in any related documentation or any supplemental information and/or instructions provided by Us.

For the Mobile RDC Services in particular, You understand that failure to comply with mobile device hardware, software and other requirements regarding the Services may result in You being unable to generate a Sufficient Image Copy in order to create an electronic image to complete a Mobile RDC deposit.

We reserve the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for the Mobile Banking Services and transactions contemplated hereunder, and You agree to abide by such requirements. Furthermore, You understand and acknowledge that if You do not implement and follow Your own commercially reasonable hardware, software, physical access and physical storage security procedures regarding any of the data owned by You, which includes such data containing Your sensitive personally identifiable information ("PII") of any individual, the security of Your Services may be compromised. You understand, acknowledge and agree that installation, maintenance and operation of Your mobile device (hardware and software) and related security procedures that You adopt and follow, including, but not limited to, data security protection, firewalls and anti-virus software, is Your sole responsibility, and that You are solely responsible for securing, encrypting, protecting and otherwise safeguarding the data owned by You.

In addition to other limitations on Our liability contained elsewhere in this Agreement, You understand, acknowledge and agree that We are not responsible for any loss or damages resulting from any errors or failures of Your mobile device or data processing systems, including, but not limited to any mobile device virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to the data owned by You, or any mobile device network problems that may be associated with Your access and use of our Mobile Banking Services.

For avoidance of doubt, You understand, acknowledge and agree that all data provided by You to Us (including, but not limited to, electronic images or Substitute Checks) retained on any processing equipment or processing software (including Your mobile device used by You in conjunction with the Services), and all data produced, compiled or otherwise provided by Us to You, in any form or format, is Your sole and exclusive property and copies thereof shall be provided to You at Your request from time to time and at any time. Once such data owned by You is delivered by Us to You, retrieved by You from Us, or otherwise created as a byproduct of a transaction between You and Us and retained by You, such data owned by You is solely within Your possession and control.

Information Regarding Mobile RDC Transactions

For the purposes of this section and other provisions relating to the Mobile RDC Service, any capitalized term not otherwise defined herein has the definition ascribed to it under the Check21 Act. If You have met, in our sole discretion, the conditions We have established for use of the Mobile RDC Services to make deposits via electronic images, We will provide for acceptance for deposit to Your account(s) the electronic images of Original Checks for collection as allowed under this Agreement and the Documentation.

By depositing electronic images with the Us via the Mobile RDC Services, You give Us the same warranties and indemnities that we, as a reconverting bank, would give under applicable law or regulation. You understand and acknowledge that all of the warranties deemed given by a depositor of a check to a bank under the Uniform Commercial Code ("UCC"), as applicable from time to time in the State of Texas, shall also apply to any electronic image of an Original Check the same as if such electronic image or Substitute Check were a paper check within the meaning of the UCC as adopted by the State of Texas ("Texas UCC"). Accordingly, except to the extent that any warranties deemed given under the Texas UCC are expressly superseded by the Check 21 Act or the Check 21 regulations, You understand that You are deemed to give Us all the same warranties You would have given under the Texas UCC for the deposit of an Original Check by transferring to us: (a) Any Substitute Check; (b) an IRD or other item purporting to be a Substitute Check; or (c) any electronic image that purports to contain a Sufficient Copy of an Original Check or a Substitute Check.

Such warranties also include the following two (2) specific warranties regarding transfer and presentment:

- You warrant that the electronic image We convert to a Substitute Check meets the requirements described in the Check 21 Regulation (found at 12 CFR §229.51(a)(1) – (2) and as amended from time to time) for legal equivalence,

- And Your warranty given above is deemed given to Us and any other person, company or bank to which We transfer, present or return any of the Images included in such electronic file as a Sufficient Image Copy or that purports to be a Sufficient Image Copy created by Us or any subsequent bank receiving a copy of such image.

Customer represents that it shall permit no third parties to use the Mobile RDC Service to deposit Original Checks to Customer's account.

With respect to each and every Personal Mobile RDC deposit initiated by You, You represent and warrant to Us and agree that You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by the Office of Foreign Assets Control ("OFAC") and the Bank Secrecy Act.

A. Prohibited Transactions; Procedures; Retention of Original Checks.

1. *Prohibited Transactions.* Customer agrees not to use the Mobile RDC Service to deposit or otherwise process: (i) non-cash items; (ii) items drawn on foreign banks or payable in other than U.S. money; (iii) items without preprinted magnetic ink routing numbers; (iv) items for which Customer is not a holder in due course; (v) Substitute Checks, except those which have been returned to Customer for any reason; (vi) items payable to any person or entity other than Customer (i.e., no third-party deposits); (vii) items containing apparent alterations to any of the information 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; (viii) items dated more than six months prior to the date of deposit; (ix) items prohibited by Our current procedures relating to the Services or which are not acceptable under the Agreement; (x) Original Checks or other items previously converted to a Substitute Check; (xi) checks or items that are Remotely Created Checks (as defined in Reg. CC); (xii) checks or items prohibited by Our current Documentation relating to Personal Mobile RDC Services; or (xiii) checks or items which are otherwise not acceptable under the terms of Your account(s).
2. *Processing of Mobile RDC Deposits.* Customer shall submit check images to Us in such format, and with such associated check information, as We may require periodically, utilizing Accredited Standards Committee X9's Specifications for Electronic Exchange of Check and Image Data (DSTU X9.37-2003) and in conformance with the requirements of Our Mobile Application. We reserve the right to reject any single check image or group of check images for any reason, before or after it/they appear on Our system.

Prior to transmittal, all checks submitted through the Mobile RDC Service must be properly endorsed payable to the order of "BankDirect® for deposit only," followed by your signature and account number. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Items transmitted without being properly endorsed are subject to rejection by Us. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment.

You agree to inspect and verify the quality of the check images, ensuring that the check images of the front and back of the original check are legible before capturing the image via the Mobile RDC Service. Specifically, You warrant the following: (i) the check image is an accurate representation of the information contained in the original check, and the check image includes all endorsements from the original check; (ii) each check image contains a record of all MICR line information required for a substitute check, and the check image satisfies all of the requirements of the Check 21 Act and Regulation CC; (iii) the original check, a duplicate check image, or any copy of the original check or check image will not be deposited by You with Us; and (iv) the original check, a duplicate check image, or any copy of the original check or check image will not be presented, transferred or returned such that We or any other person will be asked to make a payment based on a check or check image that has already been paid. We have no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements. Unless We notify You otherwise, We provide same-day credit to the applicable account for all items transmitted by You and received by the Us within the timelines We have established.

Electronic images shall be deemed received by Us for deposit based upon time of receipt as well as successful receipt of electronic images that are complete, usable, and adhere to the standards discussed above. If any electronic image is not complete, is not usable, or does not adhere to the Standards, the electronic image may not be processed by us, in which event Your deposit will be adjusted and notification provided. You understand We will process only Your electronic images that comply with the standards discussed above and are Sufficient Image Copies, and We will use commercially reasonable efforts to present these Sufficient Image Copies for collection under the Check 21 framework. The daily cut-off time for Personal Mobile RDC deposits is 8:30 p.m. Central Time. Such daily cut-off times may be adjusted by Us in its sole discretion from time to time upon notice to You. If the deposits are not received by the end-of-day cutoff time, We will not guarantee that deposits will be processed that day. We may accept these deposits and they will be processed on Our next business day. We shall give provisional credit for deposits subject to revocation of credit for deposits as provided in Regulation CC and the Uniform Commercial Code. The availability of funds for deposits via Mobile RDC Services is set forth in this Agreement.

Should a Drawee Financial Institution return an item to Us unpaid, We will charge Your respective account for such returned item and may either (i) return the item to You, or (ii) re-present it to the Drawee Financial Institution before returning it to You. Items may be returned as Image Exchange Items, rather than Substitute Checks. Should a Drawee Financial Institution or other third party make a claim against Us or seek re-credit with respect to any electronic image, We may provisionally freeze or hold aside a like amount in Your account pending investigation and resolution of the claim.

We may reject any entry which does not comply with the requirements set forth herein, including for Your failure to comply with Your account balance obligations or security procedures. We will notify You by phone or electronic transmission, including e-mail or fax, of such rejection no later than the business day such deposit would otherwise have been transmitted by Us to the Federal Reserve. Notices of rejection shall be effective when given. We shall have no liability to You by reason of the rejection of any such deposit or the fact that such notice is not given at an earlier time than that provided for herein.

You shall have no right to cancel or amend any deposit after its receipt by Us. If such request complies with the security procedures, however, We shall use reasonable efforts to act on a request by Us for cancellation of a deposit prior to transmitting it to the Federal Reserve, but shall have no liability if such cancellation is not implemented. You shall reimburse Us for any expenses, losses, or damages We may incur in implementing or attempting to implement Your request for the reversal of a deposit.

You understand and acknowledge that We are relying on the truth and veracity of all electronic images submitted for deposit via the Mobile RDC Services by You to us, and You warrant that such electronic images accurately reflect Original Checks that are, or at the time of the creation of the Substitute Checks, were, in Your possession. You also understand that issues regarding returned item collection, returned deposit, and other issues regarding deposit of items not specifically addressed in this Agreement shall be governed by the terms and conditions of the Account Agreement.

3. **Retention and Security of Original Checks.** You shall retain physical checks that represent the deposit for no longer than thirty (30) days following the date of their transmittal to Us and agree to make the originals available to Us within seventy-two (72) hours of Our request for fraud control purposes. Such checks must be securely stored, to prevent unauthorized access to the items until they are destroyed (e.g., in locked cabinet). You understand that in all cases You are solely responsible for safeguarding all items You retain, during the reasonable period of time described above, from destruction, alteration or theft. Items are to be securely destroyed in a commercially reasonable manner that renders them unusable or otherwise unreadable (shredding) on the thirty-first (31st) day following the date of the deposit.

B. Funds Availability Regarding Mobile RDC Deposits.

1. **Your Ability to Withdraw Funds.** These provisions apply only to demand deposit checking accounts where deposits are made via Your Mobile RDC Services. You agree that electronic images submitted via Your Mobile RDC Services from Your mobile device are not subject to the funds availability requirements of the Federal Reserve Board's Regulation CC. Our policy is to generally make funds from Your Personal Mobile RDC Services available to You on the first business day after the day We receive Your deposit. Funds that are deposited using Your Mobile RDC Services will not be deemed "received" by Us until We have received an electronic image that meets all of the requirements for deposits (including all requirements to create a Substitute Check) stated in this Agreement and in any Documentation. Once the funds are available, You can withdraw the funds in cash and We will use the funds to pay items and transactions drawn on Your account. For determining the availability of Your deposits, every day is a business day, except Saturdays, Sundays, and holidays. If You make a deposit via the Mobile RDC Service by the cut-off time of 8:30 p.m. Central Time on a day that is not a business day, We will consider such deposit made on the next business day We are open.
2. **Longer Delays May Apply.** In some cases, We will not make all of the funds that You deposit via the Mobile RDC Service available to You on the first business day after the day of Your deposit. Depending on the type of check You deposit, funds may not be available until the second business day after the day of Your deposit. The first \$200 of Your Mobile RDC Service deposits, however, will be available on the first business day. If We are not going to make all of the funds from Your deposit available on the first business day, We will generally notify You at the time You make Your deposit. We will also attempt to tell You when the funds will be available. If You will need the funds from a deposit via the Mobile RDC Services, You should contact Us to inquire when the funds will be available.

In addition, funds You deposit via the Mobile RDC Service may be delayed for a longer period for a variety of additional reasons as determined in Our sole discretion, including, but not limited to:

- We believe a check You deposit will not be paid
- We believe a check You deposit is a duplicate image
- You deposit checks totaling more than any applicable per item limit, daily dollar amount limit, monthly item limit or any other limitations on Your Mobile Banking Services that We may impose
- You redeposit a check that has been returned unpaid
- You have overdrawn Your account repeatedly in the last six months
- There is an emergency, such as failure of computer or communications equipment
- We exercise our rights to investigate any unusual or suspicious Mobile RDC items as determined in Our sole discretion

- C. **Your Representation and Agreements; Indemnity.** With respect to each and every deposit initiated by Your, You represent and warrant to Us and agree that to the best of Your knowledge (a) each deposit is made payable to You (b) any necessary authorization is operative at the time of transmittal or crediting/debiting by Us as provided herein, and (c) You shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC. In addition to other indemnification under this Agreement, You also shall indemnify Us against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

- D. **Limitation on Liability.** In addition to the provisions contained in the Agreement, liability shall not exceed the sum of the amount of any loss suffered by You as a result of a breach of warranties under Regulation CC (12 CFR Part 229) up to the amount of any substitute check, interest and expenses (including cost and reasonable attorney fees and other expenses of presentation) related to the substitute check reduced by any amount You receive and retain as a re-credit. Furthermore, such liability shall be further reduced by the amount of any damages incurred as a result of Your negligence or bad faith. Without limiting the generality of the foregoing provisions, We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission of communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond Our control.

In addition, We shall be excused from failing to transmit or delay in transmitting a deposit if such transmittal would result in Our having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Our reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In such event, You shall be responsible for having a contingency plan in place including temporarily depositing original, paper items at any of Our branch facilities.

Subject to the foregoing limitations, Our liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Dallas for the period involved. At Our option, payment of such interest may be made by crediting the account resulting from or arising out of any claim of any person that We are responsible for any act or omission of You or any other person described in the foregoing Agreement.

- E. **Your Responsibilities.** You will maintain at least one or more accounts at BankDirect® eligible for the transactions conducted via the Mobile Banking Services, including receiving Mobile RDC deposits. With regard to the Mobile RDC Service, You will inspect and verify the quality of electronic images, ensuring that the electronic images of the front and back of the Original Checks are legible for all posting and clearing purposes by Us. Your applicable account will be charged for any deposited check that is later returned to Us owing to an actual or alleged breach of any warranty made in this Agreement. You will assist in the installation and implementation of any changes and upgrades to the Mobile RDC Services as required by Us to ensure compliance with regulatory changes and developments, or to protect the integrity and security of such Services. You will use the Mobile RDC Services to enter, process, and transmit Original Checks in accordance with procedures and transmission deadlines outlined in this Agreement. You will verify Our receipt of Your Mobile RDC deposits by reviewing deposits that have been posted to the designated accounts, in addition to cooperating with Us in any investigation and resolving any unsuccessful or lost transmissions. You will comply with all security procedures outlined in this Agreement and any related documentation and agree not to bypass, override or

disable any security mechanisms in the processing software or processing equipment. You will cooperate with Us in providing information and access to Your records in the event of lost, mistaken, incomplete, or unusable electronic images, or in the event of claims of fraud, alteration, counterfeit or otherwise. You may not perform the Mobile RDC Service for any third party, and any attempt to do so shall automatically terminate this Agreement, except for any provisions of this Agreement that are expressly to survive such termination.

Maintenance and Support for Mobile Banking Services

We are solely responsible for providing any maintenance and support services with respect to the Mobile Banking Services, as specified in this Agreement and under applicable law. We and You acknowledge that neither Apple, Inc. nor Google, Inc. (Android) has any obligation whatsoever to furnish any maintenance and support services with respect to the Mobile Banking Services.

We will provide access to the processing equipment and software for the Mobile Banking Services through Our Mobile Application. We will also provide maintenance and support for the Mobile Banking Services to ensure the accurate delivery of the Mobile Banking Services, including, but not limited to:

- Corrections, contingent or alternate work methods, and repairs to any known system bugs or errors.
- Modifications, enhancements, or updates that We elect to make generally available to its customers.
- Telephone and e-mail support during Our normal business hours.

We will provide the required username and password to You in order to engage in the Mobile Banking Services. We will provide related documentation and support reasonably required for Your use of the Mobile Banking Services.

Mobile Banking Services Copyrights and Other Intellectual Property; User Conduct

The license granted to You for the Mobile Banking Services is a non-transferable license to use the Mobile Banking Services on an iOS or Android Operating System product that You own or control and as permitted by the usage rules and terms of service governing the Apple, Inc. App Store or the Google, Inc. Android, as applicable.

Except where otherwise expressly noted or as noted below, all contents of the Mobile Banking Services, including the graphics, icons and overall appearance of the Mobile Banking Services, are the sole and exclusive property of Us, Our subsidiaries or affiliates, or third parties whom We utilize to provide any portion of the Mobile Banking Services. Certain of Our trademarks and/or service marks are also included in the Mobile Banking Services. The posting of the contents of the Mobile Banking Services neither constitutes a waiver of any of Our proprietary rights nor any other party's proprietary rights, including but not limited to, copyrights, trademarks, service marks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to the Mobile Banking Services user or to any third party. Contents of the Mobile Banking Services are protected by United States and international copyright laws, both as individual works and as a collection and by United States and international trademark laws. You agree not to delete any copyright, trademark or similar notice from any Contents You obtain from the Mobile Banking Services.

The display of third-party trademarks within the Services does not grant You a license of any kind. Any downloading of contents of the Services or any other service linked to the Services may be a violation of federal trademark and copyright laws.

We and You acknowledge and agree that, in the event of any third-party claim that the Mobile Banking Services or Your possession or use of the Mobile Banking Services infringes that third party's intellectual property rights, We and Our third-party service providers are solely responsible for the investigation.

Location-based Information

If You use any location-based feature of the Services, You agree that Your geographic location and other related personal information may be accessed and disclosed via the Services. If You wish to revoke Services access to such geographic location information, You must cease using the location-based features of the Services.

Our Liability for Failure to Complete a Transaction

We, or Our third-party service provider, are responsible for completing funds transfers and bill payments from Your eligible Account(s) according to Your properly entered and transmitted instructions. We are not, however, responsible for confirming such information, monitoring or refusing to process duplicate payment instructions. If We do not complete a funds transfer on time or in the correct amount according to Your instructions, We may be liable for Your losses or damages up to the amount of the funds transfer. Except as otherwise provided in this Agreement, We are not liable for any special, incidental, exemplary, punitive or consequential losses or damages of any kind. There are, however, some exceptions to Our liability. For instance, neither We nor our third-party service providers will not be liable in any of the following circumstances:

1. You do not obtain Confirmation Number at the time You initiate a payment and/or transfer.
2. The designated Account does not contain sufficient funds to complete the payment and/or transfer.
3. The designated Account is closed, frozen, or otherwise inactivated.
4. We have identified You as a credit risk and have chosen to (i) make all payments and/or transfers initiated by You via the Services utilizing a paper, as opposed to electronic, method, or (ii) to terminate Your subscription to the Services.
5. The Services, or any communications link is not working properly and You know or have been advised by Us about the malfunction before You execute the transaction.
6. You have not provided Us with the correct instructions including, without limitation, the name, address, account number, and payment amount for a bill payment.
7. A Payee mishandles or delays handling payments sent by Us.
8. Circumstances beyond our control prevent or delay the proper execution of the transaction. Such circumstances include but are not limited to: telecommunication outages, power outages, equipment failures, postal strikes, delays caused by other financial institutions, fires, and floods.
9. A court order, such as a garnishment or other legal process, prevents Us from making a transfer.
10. Any third party through whom any payment or transfer is to be made fails to properly transmit the payment or transfer.
11. You or anyone You allow to use the Services commits fraud or violates any law or regulation.
12. You do not use the Services properly.
13. We have a reasonable basis for believing that unauthorized use of Your username, password, security code, or deposit account(s) has occurred or may be occurring.

14. You default under this Agreement, the Account Agreement, a credit agreement, or any other agreement with Us.
15. We or You terminate this Agreement.

We shall not be liable for late charges, interest, penalties or other amounts incurred by You for Your failure to allow sufficient time for processing and delivery of any Payments or Transfers so long as We have complied with the provisions of this Agreement.

Statements

All payments and/or transfers made via the Services will be listed on Your monthly Account statements ("Statement") that You receive from Us.

Errors or Questions

In Case of Errors or Questions About Your Electronic Transfers Telephone Us at 1.877.839.2737 (Client Support), Write Us at BankDirect®, Attn: Client Support, 2350 Lakeside Blvd. Suite 800, Richardson, Texas 75082, or email Us at clientsupport@bankdirect.com 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.

For purposes of this Agreement, "Consumer Account" means a deposit account owned by one or more individuals and used for personal, family or household purposes. Other accounts, including business accounts, are considered "Non-Consumer Accounts."

In addition to other limitations set forth herein and as provided by law, the error resolution and liability provisions applicable to consumers and Consumer Accounts on or with any periodic statements or other communications and/or documents You may receive from Us, if any, do not apply to Non-Consumer Accounts, with the exception of debit card activity.

Consumer Accounts

We must hear from You no later than sixty (60) days after We sent the FIRST statement on which the problem or error appeared and You must:

- Tell Us Your name and account number (if any);
- 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; and
- Tell Us the dollar amount of the suspected error.

If You tell Us orally, such as via telephone, We may require that You send Us Your complaint or question in writing within 10 business days. We may also require You to provide Your complaint in the form of a sworn statement/affidavit.

We will determine whether an error occurred within 10 business days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If We decide to do this, We will credit Your account within 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, We may take up to 90 days to investigate Your complaint or question. For new accounts, We may take up to 20 business days to credit Your account for the amount You think is in error.

If a notice of error involves a transaction processed through the VISA system, We will provide provisional credit within five (5) business days after You notify Us instead of the usual ten (10) or twenty (20) business days. We may, in Our sole discretion, withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if We believe that the circumstances of account history warrant the delay.

We will tell You the results within three (3) 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. If We provisionally recredit Your account, We may take back the amount of any credit if We find that an error did not occur.

You understand that You will have no liability for unauthorized transactions if You notify Us within sixty (60) days after the statement showing the transaction has been sent to You. If You do not notify Us within sixty (60) days after the statement was sent to You, You may not get back any money You lost after the sixty (60) days if We can prove that You could have stopped someone from taking the money if You had told Us in time.

Business and Other Non-Consumer Accounts

If Your Account is a Non-Consumer Account, You agree to notify Us immediately if You discover any unauthorized transactions or error, or believe such transactions or errors have been made. We must receive notice of, and at Our request, an affidavit regarding the problem within a reasonable time (not to exceed fourteen (14) calendar days) from the date of discovery or Your receipt of the first Statement, report or notice reflecting the problem, whichever occurs first. You also agree to (i) keep all usernames, passwords or other security codes strictly confidential, disclosing them only to trusted employees who have access to them in order to perform their employment duties; (ii) instruct those employees that they are not to disclose usernames, passwords or other security codes to any other person; and (iii) establish and maintain all procedures necessary to assure the access codes, passwords and other security codes will be maintained in strictest confidence. You agree to immediately notify Us if Your usernames, passwords or other security codes become known to an unauthorized person or You believe they may have become known to an unauthorized person. You understand and agree that the security procedures used by You and Us in connection with the Services are to be used to verify the authenticity and validity of communications, including requests for funds transfers, received by Us in Your name, and are not intended to detect errors in such communications.

If any person authorized access through the Services to conduct transactions on any Non-Consumer Account is no longer authorized, it is Your responsibility to notify Us. We shall not be liable or responsible to You for any transactions conducted on a Non-Consumer Account by any person whose authority to conduct transactions is no longer in effect until We have received notice and had a reasonable time to act upon such notice.

Your Liability for Unauthorized Use of Bill Pay Transactions and Unauthorized Transactions

This section applies to unauthorized Bill Pay Services transactions involving Your username, password or security code and other unauthorized transactions.

Notify Us AT ONCE if You believe that Your username, password or security code has been lost, stolen or has been learned by an unauthorized person. You acknowledge and agree that such notification must be initiated by calling 877.839.2737 (Client Support) followed by written confirmation. Furthermore, You acknowledge and agree that the written confirmation must be received by Us within 10 calendar days from the date of Your oral notification.

If You assert that an unauthorized transfer may have occurred, or You believe Your username, password, or other security code has become known to an unauthorized person, We may require You to sign a sworn statement/affidavit to that effect.

If You have selected optional Mobile Banking Services, You understand that You are solely responsible for notifying Us immediately in the event that Your Mobile Device associated with the telephone number provided to Us to register for Mobile Banking Services is lost, stolen, changed or destroyed. You understand that with regard to SMS text messages, failure to promptly notify Us may result in Your failure to receive important SMS text messages and/or the interception of such SMS text messages by unauthorized third parties. You may also incur SMS text messaging fees for such SMS text messages even if You do not receive them. **You understand that We are not responsible for any costs, expenses, liabilities or damages that You incur as a result of Your failure to receive an SMS text message, the interception of any SMS text message by an unauthorized or other third party, or Your incurrence of SMS text messaging fees for SMS text messages You did not receive.**

YOU UNDERSTAND AND ACKNOWLEDGE THAT IN ADDITION TO ANY DISCLAIMERS OR LIMITATIONS OF LIABILITY AS OTHERWISE STATED IN THIS AGREEMENT, WE SHALL NOT BE LIABLE FOR LOSSES OR DAMAGES ARISING FROM: (i) NON-DELIVERY, DELAYED DELIVERY OR WRONG DELIVERY OF ANY E-MAIL COMMUNICATION THAT YOU WOULD NORMALLY ACCESS VIA THE WEB BROWSER ON YOUR MOBILE DEVICE OR OF ANY SMS TEXT MESSAGE NORMALLY SENT DIRECTLY TO YOUR MOBILE DEVICE; (ii) INACCURATE CONTENT IN ANY E-MAIL COMMUNICATION THAT YOU ACCESS VIA THE WEB BROWSER ON YOUR MOBILE DEVICE OR IN ANY SMS TEXT MESSAGE SENT DIRECTLY TO YOUR MOBILE DEVICE; (iii) ANY ACTIONS RESULTING FROM THE INTENTIONAL OR UNINTENTIONAL DISCLOSURE BY YOU TO ANY UNAUTHORIZED PERSON OF THE CONTENTS OF ANY E-MAIL COMMUNICATION YOU ACCESS VIA THE WEB BROWSER ON YOUR MOBILE DEVICE OR ANY SMS TEXT MESSAGE SENT DIRECTLY TO YOUR MOBILE DEVICE; OR YOUR USE OR RELIANCE ON THE CONTENTS OF ANY SUCH E-MAIL OR SMS TEXT MESSAGE FOR ANY PURPOSE.

For any transactions processed through the VISA or MasterCard system, Your liability limits will differ from those set forth in this section. For certain transactions processed through the Visa or MasterCard system, You may have no liability if You report the unauthorized transactions to Us, in accordance with each network's respective "zero liability" policies for unauthorized transactions. We may, however, impose greater liability, up to the extent allowed by law, if We reasonably determine that You were either grossly negligent (e.g., delay for an unreasonable time in reporting unauthorized transactions) or fraudulent in handling Your Services transactions processed through the VISA or MasterCard system.

Consumer Accounts

The risk to You in failing to notify Us is the potential loss of all funds in Your Account. If You notify Us within two (2) business days after You learn of the loss, theft or compromise thereof by an unauthorized person, Your liability is up to \$50 for an unauthorized Electronic Funds Transfer or series of related unauthorized Electronic Funds Transfers should someone use Your username, password or security code without Your permission.

If You DO NOT notify Us within two (2) business days after You learn of the loss, theft or compromise thereof by an unauthorized person of Your username, password or security code and We can prove that We could have stopped someone from using Your username, password or security code had You informed Us of the loss, theft or compromise thereof, Your liability could be as much as \$500.

Failure to notify Us of any unauthorized Electronic Funds Transfer should someone use Your username, password or security code within 60 calendar days of when the first periodic statement which reflected such unauthorized activity was mailed or otherwise made available to You could result in additional losses by You of 100 percent.

We may extend the 60 calendar day timeframe when certain events prevent You from notifying Us promptly, such as extended travel or hospital stay. Upon verification, We will extend the timeframe set forth herein to a timeframe deemed reasonable under such circumstances in accordance to Regulation E.

Business and Other Non-consumer Accounts

If Your Account is a Non-Consumer Account, You agree that the amount of any claim You bring against Us in connection with any Account or banking transaction with Us is subject to reduction and offset on the basis of Your negligence or failure to use reasonable care on Your part, or the part of any other owner or signer on the Account or that of any authorized user of the Services, or any of Your agents or any of Your employees which contributed to the loss which is the basis of Your claim; and, to the extent to which damages could not be avoided by Our use of ordinary care.

UNLESS PROHIBITED BY LAW, YOU FURTHER AGREE THAT OUR LIABILITY WITH RESPECT TO SUCH CLAIM WILL BE LIMITED TO THE FACE VALUE OF AN ITEM OR TRANSACTION IMPROPERLY DISHONORED OR PAID OR THE ACTUAL VALUE OF ANY DEPOSITS NOT PROPERLY CREDITED OR WITHDRAWALS NOT PROPERLY DEBITED, AND THAT NO LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WILL EXIST OR CAN BE ASSERTED BY YOU AGAINST US.

In addition, unless prohibited by law, You agree to reimburse Us for any liability, loss, cost and expense We may incur in connection with Your Account except to the extent they are caused solely by Our intentional misconduct.

Late Fees

Subject to the Limitations set forth in this Agreement, including those in the "Our Responsibilities/Liability" section, if You follow the procedures described in this Agreement and the Services User Guide, and You are assessed a penalty or late charge We will reimburse You for that late charge up to a maximum of one hundred dollars (\$100.00) upon presentation of reasonable proof. In the event that You do not adhere to the obligations set forth in this Agreement, or You schedule a payment less than the number of business days before the due date required for a particular Payee, You will bear full responsibility for all penalties and late fees and We will not be liable for any such charges or fees. The Service assumes no liability for the late posting or misapplication of payment once funds are received by Payees. This absence of liability, however, does not preclude Us or Our third-party service provider from working to resolve these types of issues when they arise.

Children Using the Services

The safety and privacy protection of children is very important to Us. Children should always ask their parent or guardian for permission before sending personal information to anyone online. You understand that for a child under the age of 13, only the child's parent or legal guardian has authority to access the Services, even if the account has been established on behalf of that child. **If You permit a child under the age of 13 to use the Services, or give the child Your username or password, You understand that You are responsible for all activity the child initiates from or to any of Your accounts, even if he or she exceeds Your authorization. You understand that You can contact Us at the information listed in the "Our Client Support Information" section of this Agreement with any questions or concerns.**

Our Use of Third-party Service Providers

Our ability to provide certain Services and Mobile Banking Services depends on our ability to provide access to third-party networks. You authorize Us to utilize third-party service providers selected by Us to provide Services to You on Our behalf. For details regarding Our safeguarding of Your personal information, please refer to the Privacy Policy. In the event that We determine, in Our sole discretion, that We are unable to provide third-party network access, We may discontinue the related Service(s) or may provide the Service(s) through alternate third-party networks. You understand that We shall have no liability for the unavailability of access during any transition period, and shall give You written notice of any Service involving transfers to or from Your deposit account(s) being discontinued at least twenty-one (21) days in advance of such termination, unless such prior notice is otherwise excused by law.

Disclosure of Account Information to Third Parties

We will only disclose information to third parties about Your Account or the transactions that You make (1) where it is necessary or helpful for completing a transaction; (2) in order to verify the existence and condition of Your Account for a third party, such as a credit bureau or merchant; (3) in order to comply with reporting or other legal requirements; (4) if You give Us Your permission; (5) to otherwise conduct Our business; (6) as otherwise provided in Our "Financial Privacy Policy and Your Rights" disclosure; and (7) as otherwise permitted by law. Please refer to the "Financial Privacy Policy and Your Rights" disclosure for additional information on Our policies regarding information sharing.

Legal Compliance

You agree to abide by all applicable international, federal, state and local laws, rules, regulations and ordinances pertaining to the Services. You represent and warrant that (a) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (b) that You are not listed on any U.S. Government list of prohibited or restricted parties, such as the U.S. Department of Treasury's Office of Foreign Asset Control's Specially Designated Nationals List.

Disclaimer of Warranties

While We hope that the Services and Mobile Banking Services are useful and reliable, You understand that We and our third-party service providers cannot and do not make any representation or warranty: (i) that You will have continuous or uninterrupted access to the Services or the Mobile Banking Services or any of its information, content or functions; (ii) that the Services or the Mobile Banking Services will operate on a continuous or uninterrupted basis; or (iii) that any information, content or functions will be error-free. WE AND OUR THIRD-PARTY SERVICE PROVIDERS PROVIDE THE SERVICES AND ALL INFORMATION AND CONTENT DELIVERED BY OR THROUGH THE SERVICES TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE AND OUR THIRD-PARTY SERVICE PROVIDERS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, PERFORMANCE, ACCURACY, AVAILABILITY, CONTENT, FUNCTION, ACCESSIBILITY, NON-INTERRUPTION, NON-INFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE AND OUR THIRD-PARTY SERVICE PROVIDERS ALSO DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, RELATED TO ANY ADVERTISEMENTS OR WEBSITES IN CONNECTION WITH THE SERVICES. YOU UNDERSTAND THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE SERVICE (INCLUDING ANY SOFTWARE OR OTHER MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICE) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AND ADJUSTMENT OR REPAIR OF THE SERVICE.

SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

If you download the Mobile Banking Services from Apple, Inc. via the Apple App Store, then in the event of any failure of the Mobile Banking Services to conform to the warranty as described in this Agreement, You may notify Apple, Inc., and Apple, Inc. will refund Your purchase price for the Mobile Banking Services, if any. To the maximum extent allowed by Applicable Law, however, Apple, Inc. will have no other warranty obligation whatsoever with respect to the Mobile Banking Services, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Our sole responsibility and any of Our third-party providers'.

Exclusion of Damages; General Limitation of Liability

We and You acknowledge and agree that We, and not Apple, Inc. or Google, Inc. (Android), is responsible for addressing any claims (a) by You or any third party relating to the Mobile Banking Services, or (b) relating to Your possession and use of the Mobile Banking Services, including, but not limited to product liability claims or any claim that the Mobile Banking Services fail to conform to any Applicable Law, including applicable consumer protection laws.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, WE AND OUR PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, SHALL NOT BE LIABLE TO YOU OR TO ANY OTHERS FOR DAMAGES IN EXCESS OF YOUR ACTUAL LOSSES OR DAMAGES UP TO THE AMOUNT OF THE TRANSFER DUE TO OUR FAILURE TO COMPLETE A TRANSFER. WE WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES), WHETHER CAUSED BY THE EQUIPMENT AND/OR THE SERVICES, NOR WILL WE BE RESPONSIBLE FOR ANY DIRECTOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR EQUIPMENT. THE SERVICES ARE PROVIDED "AS IS." YOU UNDERSTAND THAT WE DO NOT MAKE ANY WARRANTIES CONCERNING THE SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ME. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

Indemnification

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS US AND OUR PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD- PARTY SERVICE PROVIDERS, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, FROM AND AGAINST ALL DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BROUGHT BY ANY PERSON ARISING FROM OR RELATING TO YOUR ACCESS AND USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ALLEGING FACTS THAT IF TRUE WOULD: (i) CONSTITUTE A BREACH BY YOU OF THIS AGREEMENT; (ii) CONSTITUTE INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY YOU TO THE SERVICES; (iii) CONSTITUTE FRAUD OR MALICIOUS CONDUCT BY YOU; (iv) CONSTITUTE A VIOLATION BY YOU OF ANY LAW OR RIGHTS OF A THIRD PARTY; (v) CONSTITUTE A CLAIM FOR WHICH YOU HAVE AGREED TO PROVIDE INDEMNIFICATION ELSEWHERE IN THIS AGREEMENT; OR (vi) CONSTITUTE A CLAIM FOR DAMAGES FOR WHICH YOU HAVE AGREED ELSEWHERE IN THIS AGREEMENT THAT BANK IS NOT RESPONSIBLE.

If You elect to use the Mobile Banking Services, You understand that there are risks associated with using Your mobile device, and that in the vent of theft or loss, Your confidential and personally identifiable information may become compromised.

Dispute Resolution, Venue, Waivers, and Limitations on Damages

Any dispute between You and Us (a) under this Agreement or (b) that relates to any of Your Accounts is subject to the *Provisions for Equitable Relief, Venue, Jury Trial Waiver, Class Action Waiver, Damage Limitation, and Survival/Severability contained in the Commercial/Consumer Terms and Disclosures and/or Terms and Conditions governing the Accounts. IN OTHER WORDS, THE PROVISIONS FOR EQUITABLE RELIEF, VENUE, JURY TRIAL WAIVER, CLASS ACTION WAIVER, DAMAGE LIMITATION, AND SURVIVAL/SEVERABILITY CONTAINED IN THE COMMERCIAL/CONSUMER TERMS AND DISCLOSURES AND/OR TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY REFERENCE AND SHALL APPLY TO THIS AGREEMENT.*

Assignment

You may not assign all or any part of Your rights or obligations under this Agreement without Our prior express written consent, which may be withheld in the Our sole discretion. We may assign or delegate this Agreement or all or any part of its rights under this Agreement, including without limitation, the performance of Services described herein. This Agreement is binding on and shall inure to the benefit of the successors and permitted assigns of either party.

Proprietary Rights

You understand that other than Your materials and account information, all content received through the Services or Mobile Banking Services is the exclusive property of Us and/or Our licensors and is protected by copyright and other intellectual property rights. The trademarks, logos and service marks displayed through the Services or Mobile Banking Services are the registered and unregistered trademarks of Us and/or of third parties with whom We has entered into licensing or other agreements. You understand that under no circumstances may You use, copy, alter, modify or change these trademarks, logos and service marks. Nothing available through the Services or Mobile Banking Services or contained in this Agreement should be construed as granting by implication or otherwise any license or right to use any trademarks, logos, and service marks without the express written permission of Us, or the third party which has the rights to such trademarks, logos and service marks, as appropriate.

Amendments

This Agreement, the Services User Guide and applicable Services fees and charges may only be altered or amended by Us. In such event, We shall send notice to You at Your listed address or transmit notice of the alteration or amendment over the Services.

Your use of the Services following receipt of such notice constitute acceptance of such alterations or amendments.

Prior notice of a change need not be given where an immediate change in terms or conditions is necessary to maintain or restore the security of the system or an Account, or is otherwise required immediately by law or applicable regulation. However, if such a change is made permanent, We are required to provide notice of the change to You on or with the next regularly scheduled periodic statement or within thirty (30) days, unless disclosure would jeopardize the security of the system or an Account.

Entire Agreement

This Agreement, as it may be amended from time to time, together with any other disclosures or other documents incorporated herein by reference (including, but not limited to the Services User Guide and the Account Agreement) contains the entire agreement between You and Us and supersedes all oral conversations, other communications, and previous agreements, if any, with regard to the Services.

Cancellation/Termination of Services

We reserve the right to terminate Your use of the Services, in whole or in part, at any time without prior notice or reason, except as required by law. Your Online Banking and/or Bill Pay services will be automatically deactivated if not used within a six (6) month period. You may cancel Your subscription to the Services, upon thirty (30) days prior notice to Client Support. You will be responsible for all payments and/or transfers You have requested prior to termination and for all other charges, fees, and taxes incurred prior to the date upon which this Agreement or the particular Service is terminated. Be sure to cancel all outstanding payment and/or transfer orders within the 30 day notification period. We will not be liable for payments and/or transfers not cancelled or made due to Your actions or omissions related to Service termination.

Third-party Beneficiaries

You agree that Our third-party service providers may rely upon Your agreement and representations, and that such service providers are intended third-party beneficiaries to this Agreement, with the power to enforce this Agreement against You. We and You acknowledge and agree that Apple, Inc., and all of its subsidiaries, and Google, Inc. (Android) and all of its subsidiaries, are third-party beneficiaries of this Agreement and that, upon Your acceptance of this Agreement, either Apple, Inc., or Google, Inc., as applicable, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third-party beneficiary thereof.

BankDirect® is leveraging the power of the Internet to create convenient, competitive banking products and responsive service. BankDirect® empowers our customers and provides real value - with products that truly affect Your bottom line, service that exceeds Your expectations, and a single location You can visit from Your location any time of the day or night.

And as an FDIC-insured financial institution that uses the latest technology, BankDirect® provides our customers with reliable, secure banking.

Online Banking Benefits

With BankDirect's® Online Banking system, You can review Your account information and transactions, pay Your bills, manage Your account, send and receive secure email messages, change Your password and even communicate with our experienced Client Support staff all quickly and easily from the comfort of Your home - or wherever You happen to be. These services provide secure access at any hour of the day or night, keeping You in control of Your transactions.

Client Support

When You have questions or need assistance, in addition to Your Guide to Electronic Banking, You have several resources at Your fingertips: The Online Help section of the Online Banking system, Client Support through Online Banking, and Client Support via e-mail or telephone.

It's a Simple Start and It's Secure

Just go to www.bankdirect.com and click on Log In.

The first time You enter the Online Banking system You will be prompted to create a unique password. You will also be prompted to request and receive a Secure Access Code, which adds a layer of authentication to the login process for added customer security.

Your Username and Password Must Be:

- Minimum of 8 characters
- Case sensitive
- Alpha-numeric

Remember to protect these codes just as You do Your ATM PIN, and change them often. If You forget Your username and/or password, call Client Support. You will be asked questions based on the personal information You provided when You opened Your account. If Your answers confirm this information, Your Online Banking username and/or password will be reset.

Important Note: For Your added protection, the username/password to log in to Online Banking is not automatically synchronized. The usernames and passwords are separate and the password can be changed by You at any time through the appropriate section(s).

Here are the activities You can complete by section:

Online Banking Services Accounts

View a listing of Your accounts that are tied to Online Banking. Simply click on one of Your accounts to receive activity, balance and interest information. As a security feature, the Account link alerts You to the last time the system was accessed.

Account Balances

You can use the Online Banking Service to view the balances in the Deposit Accounts that You have enrolled in the Service. Your Account balances will generally be current as of the time of Your inquiry. However, please be aware that pending transactions may impact Your Account balances and funds availability. The online information provided to You may not include all pending Account transactions (e.g., outstanding checks) and may include funds that are not available for immediate withdrawal. Balances and Account activity are updated by the next Business Day.

Viewing Account History

The Online Banking Service allows You to review transaction information for Deposit Accounts enrolled in the Service. If the Account is a checking Account, You may view a minimum of 3 months (including the current month) of transaction information through the current date; for other Accounts, You may review all available information, including Certificate of Deposit maturity dates and dividends. Account activity is updated every Business Day.

Funds Transfer

You may transfer funds between eligible Deposit Accounts which You own or control (either individually or jointly with others), and from which You have an unrestricted right to withdraw funds ("Transfer"). Online Banking transfer requests post same business day if completed prior to **11:00pm Central Time (CT)**. Online Banking transfer requests received by us after the cut-off time or on a day that is not a Business Day will be processed on the next Business Day. We reserve the right to change our Transfer cut-off time.

You may also schedule Transfers to be initiated on a future date, or on a recurring basis. You may schedule Transfers to recur at regular weekly, monthly, quarterly, semiannual or annual intervals or other intervals We may make available for up to ten (10) years ("Recurring Transfer"). If a Recurring Transfer falls on a non-Business Day, the Transfer will be executed on our next Business Day. If You cancel a Recurring Transfer on one occasion, all future Recurring Transfers will also be cancelled.

Except for the Online Banking Express Transfers which are completed immediately, You may cancel or modify a pending Online Banking transfer up to **6:00pm Central Time (CT)** the same Business Day You schedule for transfer.

You must receive a Confirmation Number for any Transfer request. If You do not receive a confirmation number, the Transfer will not be processed, and We will not be liable for any failure to make the Transfer.

The maximum dollar limit of any Transfer is equal to the available balance in the Account from which the Transfer is to be made. You acknowledge and agree that You must have sufficient funds in the selected Account to cover the amount of any Transfer. We may process Transfers that exceed Your available balance, but are not obligated to do so. If We do, You agree to immediately pay the overdraft and any fees incurred. We may discontinue permitting overdrafts at any time, without prior notice. The amount of applicable fees is set forth in the Fee Schedule applicable to Your Account. We are under no obligation to notify You if We do not complete a Transfer because there are insufficient funds in Your Account to process a Transfer request.

Bill Pay Services

Bill Pay offers an alternative to the traditional method of paying bills. You can handle almost any type of payment electronically through Bill Pay and schedule payments to be made on specific dates. Bill Pay provides You with a confirmation number every time You make a payment and it keeps track of Your payment history. These features make Bill Pay an excellent record keeper! You no longer have to keep track of the payments You've made because Bill Pay does it for You. No more writing checks, no more postage stamps, no more check register.

Eligible Accounts And Payees

Only checking Deposit Accounts can be enrolled in the Bill Pay Service. Savings, certificates of deposit, or money market Accounts are not eligible for this Service.

We reserve the right to restrict Payees or categories of Payees to whom payments may be made using the Bill Pay Service from time to time. We recommend that You do not use the Service to pay alimony, child support, tax, and other court-directed or government payments, fines, or penalties. Payments, additional fees, penalties or other losses associated with payments to these types of Payees are Your sole responsibility.

Scheduled Payments

Payments that are made on future dates, which You specify, are called scheduled payments. These include single payments and recurring payments. The first payment date can be up to 12 months in advance.

Types of Payments

Bill Pay gives You the flexibility to pay a:

- Bill—by selecting Pay a Bill, You can pay anyone from Your credit card company to Your lawn care service.
- Person—by selecting Pay a Person, You can pay an individual electronically if they have a U.S. bank account and have a valid e-mail address.
- Charity—by selecting Send to a Charity, You can make a donation to numerous charities.
- Gift—by selecting Send a Gift, You can send a gift check for those special birthdays, wedding anniversaries, graduations or just because.

These types of payments can be made as:

- A single payment is paid at a time You specify.
- A recurring payment is scheduled to repeat as many times as You specify at intervals such as monthly, bi-monthly and annually for up to 10 years.

Important Bill Pay Timelines

- You must allow at least five (5) business days prior to the due date for each payment (single or recurring) to reach the payee by the due date. It is Your responsibility to schedule payments a sufficient number of business days in advance of its due date so that it is delivered to the payee by the due date.
- For Check payments, the number of days to allow payments to reach the payee depends on the location of the payee. Please use the following recommendations to ensure Your payments are received on time.
For payees located:
 - Central or Eastern regions of the U.S., a minimum of five (5) business days
 - Midwest region, a minimum of seven (7) business days
 - West coast and Hawaii regions, a minimum of eight (8) business days
- For Electronic payments, allow a minimum of three (3) business days.
Note: Additionally, due to circumstances beyond the control of the service, particularly delays in handling and posting payments by the payee, some transactions may require a few days longer to be credited by the payee to Your account.
- For life impacting payments such as mortgage, auto and insurance, We strongly encourage You to avoid scheduling within the grace period.
- Single payment requests must be received prior to the cut-off time set by BankDirect®, which is currently **2:00pm Central Time (CT)**, on the scheduled date. This cut-off time may be changed by BankDirect® giving notice to You of the new cut-off time. Single payment requests received after the cut-off time, or at any time on a non-business day, will be processed the next business day.
- For recurring payments, if the scheduled date is the 29th, 30th or 31st of a month and that date falls in a month whose last day is sooner than the 29th, 30th or 31st (as applicable), the payment will be processed on the first business day of the following month.
- The Payment Date indicated by You must always be a "Business Day". Business days are Monday through Friday excluding Federal banking holidays. If it is not scheduled on a business day, the Payment Date will either be the first business day after the date indicated, or the previous business day before the date indicated determined by You.

Payments Cancellation/Modification

Use this feature to pay a bill, pay a person, send to a charity and/or send a gift, by scheduling a single or recurring payment. Within the payment section, You may view Your scheduled payments, view Your payment history, add a new payment account and/or view Your bill pay accounts. You may also, review and/or edit Your scheduled payments (single and recurring) and delete a selected payment before the payment occurs.

- You can change information, depending on the type of scheduled payment:
 - Single payment - You can change the amount and date of the payment and the bank account from which the payment is to be made.
 - Recurring payment - You can change the amount, next payment date and all future payments.
- You may cancel or change a scheduled or recurring payment up until **2:00pm Central Time (CT)** on the day Your payment is processed.
 - If You choose to skip a recurring payment on one occasion, all future recurring payments will remain scheduled
 - You may change a recurring payment amount

- Important - If You change the recurring date, You must stop the recurring payment first and then add a new recurring payment with the new date
- Completed payments cannot be canceled or changed. If You have a question about stopping a payment after 1:00 p.m. CT on the Transaction Date, call the Bill Pay Support Center as soon as possible at 1.877.296.4127 (Monday through Friday, 7:30 a.m. to 11:00 p.m. Eastern Time)

Payment Limitations - The maximum dollar limit on Your total payment transactions is equal to the available balance in Your Account from which the payment(s) is to be made, but cannot exceed \$99,999.99 per business day.

Transfer and Pay a Person Limitations - The maximum dollar limit on Your total transfers/pay a person may not exceed \$10,000.00 per business day without Our prior approval.

Payments/Payment Date

Funds will arrive at Your targeted Payee and/or Account as close as reasonably possible to the date designated by You in Your payment and/or transfer instruction (Payment Date). Subject to the terms and conditions of this Agreement, You authorize Us, and any third party acting on Our behalf, to choose the most effective method to process Your payment and/or transfer, including, without limitation, electronic, paper or some other draft means. For each properly instructed payment to an eligible Payee and/or transfer to a targeted Account You will receive a transaction confirmation number ("Confirmation Number").

The Payment Date indicated by You must always be a Business Day. If it is not, the Payment Date will either be the first Business Day after the date indicated, or the previous Business Day before the date indicated as determined by You.

Unless You receive a Confirmation Number, We shall not be liable for any failure to make a payment and/or transfer, including any finance charges or late fees incurred as a result. It is also important that the Payment Date be on or before the Payee due date. Since the time for Us to process Your payment varies according to the particular Payee, You must become familiar with the payment processing time for each Payee You desire to pay, and allow the appropriate number of Business Days between the day You input Your payment instruction and the Payment Date.

Transfers

Use this feature to transfer funds from Your account with us, to Your account at another financial institution. You will be able to make a single or recurring transfer, view Your scheduled transfers and view Your transfer history.

Payees

Within the Payees section, You may set up Your list of payees, change information and delete a payee.

To add a payee, You will be prompted to enter the name of the payee, account number, zip code, etc. Once You confirm that the information entered is correct, it may take approximately 3 business days to verify and confirm the payee information before the payment can be processed.

Important Note: In order to pay a bill electronically, every payee(s) You want to pay must be in Your personal payee list together with all account numbers You have with each payee. If You do not provide the correct payee and account information, Your payments may not be successfully completed. Your bank statement reflects how Your payments are made. Electronic and paper payments include the payee name.

We reserve the right to refuse any payee

We reserve the right to refuse to complete any payment instruction You may submit. We will notify You promptly if We decide to refuse to pay any designated payee. Payments to settle securities purchases, payments to interest bearing accounts, tax payments or court ordered payments (e.g., alimony or child support payments) are discouraged. Payments, additional fees, fines, penalties or other losses associated with payments to these payees that are delayed or improperly addressed or credited are Your sole responsibility.

Additional Bill Pay Features

- **Preferences**-Within the Preferences area, You can schedule and view Your scheduled e-notifications, change Your contact information, change Your default settings and view Your security features.
- **Calendar**-Within the Calendar section; You can view Your payment calendar and Your scheduled reminders.

How Bill Pay Manages Insufficient Funds

- If funds are not available on the requested processing date, Your transfer or bill payment may be cancelled. If cancelled, You will be required to reschedule the payment because the Bill Pay system will only try to process the payment one time.
- If a recurring payment is cancelled, future payments on the recurring schedule will not be affected; however, You will need to reschedule the cancelled payment if You want it to be paid.

Important Things to Know About Bill Pay

There are three important considerations when using Bill Pay services:

1. You should never schedule payments to arrive later than the due date.
2. Always verify that sufficient funds are available to pay Your bill.
3. Review Your payee information regularly to ensure that Your account number, the billing address or other important information is correct and current. Reviewing this information is very important to ensure that Your payments are made when You need them to be there without late fees.

When You schedule a payment, it will be paid by using one of the following methods:

- If Your payee accepts electronic payments, funds will be transferred from Your account to the payee according to Your scheduled date and amount.
- If Your payee does not accept electronic payments, and if We are unable to process Your payment electronically, We will withdraw the funds from Your account and create a check that will be mailed by U.S. Mail. In either case, You should schedule Your payments as suggested, for payees located:
 - Central or Eastern regions of the U.S., a minimum of five (5) business days
 - Midwest region, a minimum of seven (7) business days
 - West coast and Hawaii regions, a minimum of eight (8) business days
- Electronic payments, allow a minimum of three (3) business days

Note: For life impacting payments such as mortgage, auto and insurance, We strongly encourage You to avoid scheduling within the grace period.

- It is the payee’s responsibility to post the payment in a timely manner. For payees who do not accept electronic payments, it is strongly encouraged to schedule Your payment more than 5 business days in advance so the payee has ample time to actually post Your payment. We make every effort to mail the check so that it arrives by the payment date You specified.

Exporting Transaction Information

Export transaction information for use with a personal finance application, such as Quicken or Microsoft® Money. To Export transactions into a personal application:

Complete the Transaction Search options on the Transaction Menu screen, then click the **Export** button to complete the export process, or click the **Display** button to display a complete list of transactions.

Important Note:

- Special printing is available on export item lists
- Only download transactions from the previous day to prevent a double entry, not current day.

There are five types of transfer formats that can be selected from the drop-down **Transfer List** box. The list below details the format type and its associated program.

Format Type	Associated Program
XLS	Microsoft® Excel Spreadsheet
CSV	Comma Separated File
OFX	Microsoft® Money
QFX	Intuit® Quicken
QBO	Intuit® QuickBooks
Quicken is a product of Intuit®. QuickBooks is a product of Intuit®. Microsoft Money is a product of Microsoft®.	

How to Use Manage Your Account

The Account Services section of the web site is available for customers to perform administrative functions at the bank such as re-ordering checks and deposit slips, request a debit card, request a cashier’s check, etc.

The following is a partial list of functions currently available through Online Banking. As options are frequently altered and added, please see the web site for the most current functionality.

- Send/receive secure emails
- Apply for a Visa® CheckCard or ATM card
- Re-order checks
- Re-order deposit slips
- Request bank by mail envelopes
- Request a wire transfer
- Update Your account information
- View Statements
- Request a domestic or international wire
- Transfer funds

The first time You enter the Online Banking system You will be prompted to change the temporary username and password to one only You know. Your username and password must be:

- Minimum of 8 characters
- Case sensitive
- Alpha-numeric

Remember to protect these codes just as You do Your ATM PIN, and change them often. If You forget Your username and/or password, call Client Support. You will be asked questions based on the personal information You provided when You opened Your account. If Your answers confirm this information, Your Online Banking username and/or password will be reset.

Your 24-hour Telephone Banking System

You can check the balance on Your account(s), transfer funds, pay bills, and much more – anytime, anywhere, 24/7.