

PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN THE SERVICE OR INITIATING ANY TRANSACTIONS.

1. Scope of this Agreement

This Agreement between you and CB&S Bank, 200 Jackson Avenue South, Russellville, Alabama 35653 governs your use of our Basic Internet Banking, Treasury Management Internet Banking, Mobile Banking, Mobile Deposit, and Bill Payment services (singly and collectively the “Service”). The Service permits our customers to perform a number of banking functions on accounts linked to the Service through the use of a personal computer, cellular phone or other mobile device, and the Internet.

2. Accepting the Agreement

After you have carefully read this Agreement in its entirety and the linked Privacy Notice, you will be asked to accept the terms and conditions of this Agreement as may be in effect from time to time. When you accept these terms and condition, you represent and warrant that you are an Authorized User acting with full authority, and that you are duly authorized to execute this Agreement.

You should keep an electronic or hard copy of this Agreement for your records. To print, select the print button above. To save a copy of this Agreement on your computer, select “File” and then “Save As” on your browser.

If you need help printing or saving this document, or if you have any questions about this Agreement, please contact our Customer Service at 877-332-1710. You can obtain a paper copy of this Agreement at any time. Updates to this Agreement will be sent electronically as further described in this Agreement.

WHEN YOU CLICK ON THE “ACCEPT” BUTTON BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY ACCEPTING, YOU ALSO CERTIFY THAT YOU ARE ABLE AND WILLING TO ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE “DO NOT ACCEPT” BUTTON.

3. Definitions

“Agreement” means these terms and conditions of the Basic Internet Banking, Treasury Management Internet Banking, Mobile Banking, Mobile Deposit, and Bill Payment Services.

“Authorized User” is any individual or agent whom you allow to use the Service or your Passcode or other means to access your Eligible Account(s).

“Bill Payment Service Provider” refers to the contractor, sub-contractor, or provider of our Bill Payment and Deliver services, CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc.

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

“Business Customer” refers to anyone other than a Consumer who owns an Eligible Account with respect to which the Service is requested primarily for business purposes.

“Business Day” is every Monday through Friday, excluding Federal Reserve holidays.

“Business Day Cutoff” refers to the cutoff time for posting purposes. The cutoff time for online transactions is based upon our Business Days and the Central Standard Time Zone. For posting purposes, we will process all transactions completed by 7:00 pm Central Standard Time on the same Business Day. Transactions completed after 7:00 pm Central Standard Time will be processed on the following Business Day. Bill Payment cutoff and scheduling times may differ and are further detailed in the [Terms and Conditions of the Bill Payment Service](#).

“Consumer” refers to a natural person who owns an Eligible Account at CB&S Bank and who uses the Service primarily for personal, family or household purposes.

“Eligible Account(s)” refer to any one of your account(s) with CB&S Bank that is associated with your social security number or tax identification number. Only a checking or NOW Account may be eligible for Bill Payment Services. Only a checking, NOW or savings account may be eligible for Mobile Deposit Services. You may request Internet access to any account that you are a signer or owner. If you or your Authorized Users desire features of the Service that allow you to initiate Bill Payments, transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account. When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.

“External Transfer Service” is a feature of Basic Internet Banking which permits you to transfer funds from an Eligible Account to an account at another financial institution. The bank’s external transfer service is named TransferNOW.

“Internet Banking” means the Service we provide under this Agreement whereby you may use your PC (and/or Wireless Device in the context of the Mobile Banking Service) to execute certain transactions and inquiries as described in this Agreement.

“Joint Account(s)” refers to accounts that are jointly held. If the Eligible Accounts added to the Service are Joint Accounts, you agree that access to the information and all transactions initiated by the use of your Access ID and Passcode are authorized unless we have been notified to cancel the Service. If joint account holders use individual Access IDs, the Service may be identified separately and you may be charged for the use of additional Access IDs. In some cases, if your account(s) require two signatures for withdrawal, we may only grant view privileges to your Eligible Accounts through the Service.

“Mobile Device” means a supported mobile phone or tablet. Mobile Deposit services require Mobile Devices to have a supported camera, operating system, and data plan as well as a downloaded App.

“Access Device” means access equipment, including but not limited to a personal computer or a Mobile Device that meets the requirements for use of the Service

“Service” means the Basic Internet Banking, Treasury Management Internet Banking, Mobile Banking, Mobile Deposit, and Bill Payment services offered by CB&S Bank through its Service Providers.

“Service Provider” includes any agent, licensor, independent contractor or subcontractor that CB&S Bank may involve in the provision of Basic Internet Banking, Treasury Management Internet Banking, Mobile Banking, and Bill Payment.

“You” and “Your” refer to the person enrolling in the Service, owner of the Eligible Accounts, as well as any Authorized User that such person allows, subject to the parameters of multiple user access as set forth within the Service.

“We”, “Us”, and “Our” refer to CB&S Bank and any agent, independent contractor, service provider, subcontractor, licensor, designee, or assignee that CB&S Bank may involve in the provision of the Service.

4. Basic Internet Banking Services

The Basic Internet features currently available through the Service include:

- ☐ Up to 24 months of complete Internet transactional detail and history
- ☐ Account Inquiries for balances, rates, etc.
- ☐ Copies of monthly account statements and notices
- ☐ Transfers between your Eligible Accounts at CB&S Bank
- ☐ Transfers between your Eligible Accounts at CB&S Bank and other financial institutions, subject to daily limits
- ☐ Secure e-mails via the Service’s messaging system
- ☐ Secure file transfers
- ☐ Payments to loans at CB&S Bank
- ☐ Online check reorders
- ☐ Stop payments on checks you have written
- ☐ Transaction downloads
- ☐ Stop Payment Feature
 - o The stop payment feature within the Service is only for stopping payments on checks that you have written. This feature provides a means to securely forward your stop payment requests to us for processing.
 - o Stop payment requests for electronic transactions should be handled by calling our Customer Service at 877-332-1710.
 - o The stop payment feature within the Service should NOT be used to cancel transfers and Bill Payments.
 - o There is a stop payment fee associated with this feature. Please refer to our fee schedule for additional information or contact us at 877-332-1710. Additional terms of acceptance or disclosures may apply on the stop payment service and these disclosures will be made at the time you complete the request.
- ☐ Secure E-Mail and Secure File Delivery Services
 - o Additional features within the Service include secure emails and secure file delivery. The submission of requests will generate a secure email to CB&S Bank. Generally, requests received through the Service’s secure email feature will be processed within one to two Business Days. For urgent requests, we recommend that you contact Customer Service at

877-332-1710. The secure file transfer feature within the Service provides a means for you to forward files to CB&S Bank in a secure manner. There may be additional fees associated with some of these services.

- ☐ Check Reorders
 - o We offer a direct link for check reorders. This link will securely submit your reorder request directly to the check printer. Check printing fees will apply. For questions regarding the cost of checks, contact Customer Service at 877-332-1710.

5. Mobile Banking is a service that is available to all consumer and business customers who have requested Basic Internet Banking services. The basic features of Mobile Banking include account inquiries for balances, rates, transaction history, and other account details, the capability to transfer funds between accounts within CB&S Bank, make deposits for approved users, and bill payment services. You may also be required to accept or acknowledge other terms, provisions, or conditions in order to use certain features or functionality of the Mobile Banking Service. Such terms, provisions, and conditions constitute a part of the Mobile Banking Service Terms and the Agreement. When you ask us to activate the Mobile Banking Service, and each time you use or allow others to use the Mobile Banking Service, you confirm your agreement to abide and be bound by the terms and conditions of the Mobile Banking Service as in effect at that time.

Mobile Deposit services are optional and subject to bank approval. In order to be eligible to use the service, your account(s) must meet qualification criteria set by the bank. This service allows consumer and business customers to make deposits to an Eligible Account from a mobile device and delivers the images and associated deposit information to CB&S Bank or a third-party processor designated by CB&S Bank.

Bill Payment services are optional. You can request Bill Payment privileges in the online enrollment process or you can add Bill Payment services online at a later time. Bill Payment customers also have access to electronic Bill Presentment or Bill Delivery, and Zelle, a person-to-person payment system.

Chat Online is a service that is available to customers during regular business hours as a secure way to communicate with our Customer Service. Customer Service Representatives will follow normal bank procedures to verify customer identity when communicating with customers through the Chat feature.

We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

6. **Treasury Management Internet Banking Services**

Additional Internet features are currently available for Treasury Management Business Customers only and not available to Consumers. These features are subject to additional terms and conditions as set forth in separate documentation.

- ☐ ACH Credit and Debit Origination
- ☐ Wire Transfer Requests
- ☐ Direct Deposit Originations
- ☐ EFTPS (Electronic Federal Tax Payment System)
- ☐ Lockbox Service
- ☐ Positive Pay and ACH Block/Filter
- ☐ Repurchase Agreement Tracking

- ☐ NACHA File Imports
- ☐ Balance Reporting
- ☐ Security Tokens

We may add or remove certain features and/or functionality from time to time. Treasury Management Business Customers interested in these services should contact Customer Service at 877-332-1710 for additional information. Additional fees may apply.

7. **Fees**

The following fees are subject to change at any time.

Basic Internet Banking Service: No charge

Treasury Management Internet Banking Service: No charge

Mobile Banking: CB&S Bank does not currently charge for this service. Charges and fees may apply from your cellular service provider. Contact your cellular service provider for information regarding charges and fees you may incur.

Mobile Deposit: CB&S Bank does not currently charge for this service. Charges and fees may apply from your cellular service provider. Contact your cellular service provider for information regarding charges and fees you may incur.

Bill Payment: Bill Payment is free for Consumers. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. Bill Payment also requires the agreement to the [Terms and Conditions of the Bill Payment Service](#).

You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

8. **Requirements for Enrolling in the Service**

In order to enroll in the Service:

- ☐ You must have an Eligible Account with CB&S Bank.
- ☐ Your account with us must be in good standing.
- ☐ You must be 18 years of age or older.
- ☐ You must be a resident of the United States or its possessions.
- ☐ You must have a computer and Internet browser that will support 128 bit encryption.
- ☐ You must have Internet access through an Internet service provider (ISP).
- ☐ You must have access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- ☐ You must have an external email address for the delivery of electronic notices and disclosures.

Prior to enrolling in the Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Service and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there is a material chance that the changes may impact your ability to access the Service, we will give you advance notice of these changes, if possible, and provide you an opportunity to cancel the Service and/or change your method of receiving electronic disclosures without the imposition of any fees.

In order to utilize the Mobile Banking services you must have a cellular phone or mobile device equipped with an Internet browser that will support Secure Socket Layer encryption technology.

Equipment Requirements. In order to use the Services, you must first obtain your own personal Access Device with Internet connection capability and related equipment (the "Hardware"). You also must provide the type of Internet access required by the Hardware and/or Software, which requires a web browser with Java scripting capabilities and 128-bit SSL encryption. Also recommended is an internet connection speed of Cable, DSL, T1 or higher, Microsoft Internet Explorer® Version 11.0 or higher (for Windows), Mozilla Firefox® Version 57 64-Bit0 or higher (for Windows) or Apple Safari® Version 10.0 or higher (for Mac OS). Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your Access Device, and for all related costs. You are solely responsible for virus protection and maintenance of your Access Device. Financial Institution shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. The Financial Institution may add to, modify, or replace software programs used in conjunction with providing the Services under this Master Agreement or any applicable Product Schedule at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered. From time to time the Financial Institution may deem it necessary to hold training or retraining classes for you. You agree that you will require appropriate personnel to participate in such training.

9. Enrollment Process

You must complete the enrollment process to use the Service. The Internet enrollment process involves completing a secure online application that we will use to verify your identity. You will also choose your Access ID and Passcode during the enrollment process.

When you enroll for the Service, you agree to provide true and accurate enrollment information. Our Internet Banking System will verify the information you submit for accuracy and proper authorizations. If the information you have provided is accurate, you will have immediate access to the Basic Internet Banking Service. If the information is not accurate, or you have additional questions about the enrollment process online, you may contact our Customer Service at 877-332-1710. Business Customers interested in the commercial features of the Service should contact us directly.

10. Linked Accounts

When you first enroll for Basic Internet Banking Service we will link all of your designated Eligible Accounts to one Access ID. If you want to limit the accounts linked or the privileges assigned to an account, please contact us at 877-332-1710. With the exception of sole proprietors, Business Customers may not link

personal Consumer accounts to the Service.

11. Signature Requirements

When any transfer, ACH or other Payment Instruction is initiated through the Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you. Requirements for dual signatures on checks, if applicable, do NOT apply to Bill Payments or any other transfer initiated through the Service. Any Authorized User must be authorized individually to make electronic transfers and online Bill Payments even though that person's authority to make transfers by other means may still require dual signatures. We are entitled to assume that any Authorized User is authorized to act individually.

12. Account Balances

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges.

13. Processing Fund Transfers.

We can process a Transfer until 7:00 p.m., Central Time (Standard or Daylight) on a Transfer Day. If you request a Transfer after the cutoff time, the Transfer will be processed the following Transfer Day. If you schedule a Transfer for a future date, we will process the transaction after the close of business on that date, if that day is a Transfer Day.

14. Cancelling or Changing Transfers

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service; however, you can edit or change a transfer that is still in pending status. For Business Customers, the term "transfers" also includes ACH and wire transactions.

In order to cancel or change a pending transfer that has not been submitted to us for processing, use the following procedures:

- ☐ Log in and make edits to the appropriate transaction.
- ☐ Edits must be made before 7:00 pm Central Standard Time for transactions to be processed the same Business Day. For Business Customers, ACH and wire transaction edits must be made before 4:00 pm Central Standard Time.
- ☐ You may edit a pre-scheduled (future dated/automatic) transaction any time before 7:00 pm Central Standard Time on the Business Day before the scheduled transfer or payment date.
- ☐ For transfers, you can change the transfer amount to \$0.00.
- ☐ If you accidentally transfer funds, you can schedule another transfer to move funds back to the original account.

For Business Customers, additional guidance on creating, cancelling, editing ACH and wire transactions is available within the Service and from our Customer Service. Business Customers may edit or delete unapproved ACH or wire transfers prior to the effective date. After cutoff time or after transfers are approved by CB&S Bank, if changes are necessary, we may not have sufficient time to stop such transactions from further processing. Separate agreements detail the required timeframes for submitting and making changes to these types of transactions.

If you need assistance to make edits to automatic/future dated transfers, you can send us a secure email through the Service; however, we must receive your request three Business Days or more before the transaction is scheduled to process. If you call, we may also require you to put your request in writing to us within 14 days after the call.

15. External Transfer through TransferNOW

1. Introduction. This Account to Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and [CB&S Bank (hereinafter "we" or "us")] in connection with the Account to Account Transfer Service (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered. This service is only available to consumers and is not available on commercial and business accounts.

2. Description of Account to Account Transfer Service. The Account to Account transfer service (the "Account to Account Transfer Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

3. Definitions.

- a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- c. "Affiliates" are companies related by common ownership or control.
- d. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- e. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account to Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.
- f. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- g. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- h. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.
- i. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.

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

5. Authorization and Processing.

a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

c. Funding for transfers to another financial institution through the Service must be available two Business Days prior to the effective date for the transfer to be processed. You may not make external transfers in excess of the collected funds in your account. If your account has insufficient funds to cover an external transfer, CB&S Bank may, at its sole discretion:

- ☐ Honor the funds transfer under the terms of any CB&S Bank overdraft plan you have established.
- ☐ Honor the funds transfer and create an overdraft in your account. CB&S Bank may hold balances in your other CB&S Bank accounts until the overdraft is paid.
- ☐ Refuse to honor the funds transfer.
- ☐ Cancel any and all external transfers to any and all external accounts.

Fees may apply to any of the above remedies. Please refer to the current Fee Schedule for details.

d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
2. The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. The transfer is refused as described in Section 10 (Refused Transfers) below;
4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

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

6. Transfer Methods and Amounts. There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. You may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Account to Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

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

8. Stop Transfer Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Account to Account Transfer Service pursuant to Section 26 (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

9. Account to Account Transfer Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

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

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

12. Notices to Us Regarding the Account to Account Transfer Service. Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must be sent by postal mail to: PO Box 910,

Russellville, AL 35653. We may also be reached at 877-332-1710 for questions and other purposes concerning the Account to Account Transfer Service. We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

13. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Account to Account Transfer Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Account to Account Transfer Service setup or customer profile. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We reserve the right to terminate your use of the Account to Account Transfer Service if you withdraw your consent to receive electronic communications.

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

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

16. Your Privacy; Privacy of Others. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Account to Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account to Account Transfer Service.

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

18. Prohibited Transfers. The following types of transfers are prohibited through the Account to Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Transfers that violate any law, statute, ordinance or regulation; and

- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
- d. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Transfers relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

19. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Account to Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account to Account Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Account to Account Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

20. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Account to Account Transfer Service in the manner set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Account to Account Transfer Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

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

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

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

b. If the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you, you will be assessed NSF charges as set forth in your fee schedule from us (including as disclosed on the Site) or your Terms and Conditions of Your Account and Terms and Conditions Overdraft Addendum with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

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

23. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Account to Account Transfer Service, changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting customer care for the

Account to Account Transfer Service as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

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

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

b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

25. Account to Account Transfer Service Termination, Cancellation, or Suspension. If you wish to cancel the Account to Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account to Account Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

26. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

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

28. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Account to Account Transfer Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Account to Account Transfer Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from

advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

29. Password and Security. If you are issued or create any password or other credentials to access the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. See also Section 20 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

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

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

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

33. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Account to Account Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Account to Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

34. Disputes. In the event of a dispute regarding the Account to Account Transfer Service, you and we agree to resolve the dispute by looking to this Agreement.

35. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 (Arbitration) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

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

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

38. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

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

40. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ACCOUNT TO ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT TO ACCOUNT TRANSFER SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH

DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

41. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32- 42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail

16. Alerts.

Your enrollment in CB&S Bank Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your CB&S Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. CB&S Bank reserves the right to terminate its alerts service at any time without prior notice to you.

Methods of Delivery. We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your **CB&S Bank** Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts.

If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop alerts via text message, **text "STOP" to 99588 at any time.** Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in **CB&S Bank** Online Banking. For help with SMS text alerts, text "HELP" to **99588**. In case of questions please contact customer service at **877-332-1710**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. **CB&S Bank** provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **CB&S Bank's** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **CB&S Bank**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

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

17. Mobile Deposit

A. Equipment

To use Mobile Deposit, you must have a supported Mobile Device. A list of Mobile Devices (including the mobile device cameras, and mobile device operating systems) that we support and instructions for downloading the App for such mobile devices are available by contacting Customer Service. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with Mobile Deposit.

B. Limitations

When using Mobile Deposit, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, Mobile Deposit has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue Mobile Deposit, in whole or in part, or your use of Mobile Deposit, in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of Mobile Devices through which you may access Mobile Deposit.

Except as expressly provided in this Agreement, deposits made through Mobile Deposit are subject to all limitations and terms set forth in the relevant deposit agreement governing your Eligible Account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting,

collection, endorsement, processing order and errors.

C. Eligible Checks and Items

You agree to scan and transmit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC") and only those checks that are permissible under this Agreement or such other items as we, in our sole discretion, elect to include under Mobile Deposit.

You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code. You agree that you will not use Mobile Deposit to scan and deposit any checks or other items as shown below:

- ☐ Checks or items payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- ☐ Checks payable jointly, unless deposited into an account in the name of all payees.
- ☐ Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- ☐ Checks or items previously converted to a substitute check, as defined in Reg CC.
- ☐ Checks or items drawn on a financial institution located outside the United States.
- ☐ Checks or items that are remotely created checks, as defined in Reg CC.
- ☐ Checks or items not payable in United States currency.
- ☐ Checks or items dated more than 6 months prior to the date of deposit.
- ☐ Checks or items on which a stop payment order has been issued or for which there are insufficient funds.
- ☐ Checks payable on sight or payable through Drafts, as defined in Reg CC.
- ☐ Checks that have previously been submitted through Mobile Deposit or through a deposit service offered at any other financial institution.
- ☐ Checks that are in any way incomplete.
- ☐ Checks on which the numerical and written amount are different.
- ☐ Checks that have been previously returned unpaid by the financial institution on which they are drawn.
- ☐ Checks that are payable to Cash.
- ☐ Money Orders.
- ☐ Checks or items prohibited by our current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your Deposit Agreement.

Nothing in this Agreement should be construed as requiring us to accept any check or item for deposit, even if we have accepted that type of check or item previously. Nor shall we be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this Agreement.

D. Security of Your Mobile Device and Account Information

You are responsible for (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access Mobile Deposit (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with Mobile Deposit (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to

be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to Mobile Deposit (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

E. Image Quality

The image of a check or item transmitted to CB&S Bank using Mobile Deposit must be legible, as determined in the sole discretion of CB&S Bank. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute (ANSI), The Board of Governors of the Federal Reserve, or any higher standard set by us, and with any requirements set by any clearing house we use or agreement we have with respect to processing checks or items. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item. CB&S Bank accepts no liability and makes no guarantee that its image standards will be acceptable to other banks when presented for payment.

F. Endorsements and Procedures

Before transmission, you agree to restrictively endorse any check or item transmitted through Mobile Deposit as "For deposit only, CB&S account # _____" or as otherwise instructed by CB&S Bank. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through Mobile Deposit.

G. Receipt of Items

We reserve the right to reject any check or item transmitted through Mobile Deposit, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this Agreement or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from CB&S Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item.

H. Availability of Funds

You agree that items transmitted using Mobile Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Generally, and except as otherwise provided herein, items transmitted using Mobile Deposits will be available subject to the terms specified in the Deposit Agreement. If you make a deposit using Mobile Deposits before 4:00 pm Central Standard Time on a business day that CB&S Bank is open, CB&S Bank will consider that day to be the day of your deposit. However, if you make a deposit using Mobile Deposits after 4:00 pm Central Standard Time or on a day that we are not open, CB&S Bank will consider that deposit to have been made on the next business day that CB&S Bank is open. CB&S Bank may make such funds available sooner based on such factors as creditworthiness, the length and extent of your relationship with CB&S Bank, transaction and experience information, and such other factors as CB&S Bank, in its sole discretion, deems relevant. You acknowledge that all credits given by CB&S Bank for an item are provisional, subject to verification and final settlement. CB&S Bank shall have no liability for the return or refusal of any item. CB&S Bank reserves the right to hold funds longer.

I. Disposal of Transmitted Checks and Items

Upon your receipt of a confirmation from CB&S Bank that we have received an image that you have transmitted, you agree to retain the check in safekeeping in a secure environment for at least thirty (30) calendar days from the date of the image transmission. After thirty (30) days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. Image quality is reviewed by CB&S Bank after submission; however, if the receiving bank does not accept the image, you may be required to present the original check for payment. During the time the retained check is available, you agree to promptly provide it to CB&S Bank upon request. CB&S Bank assumes no liability for losses you may incur if the receiving bank does not accept your image and you are unable or unwilling to present the original check for payment.

J. Deposit Limits

CB&S Bank may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, CB&S Bank may reject your deposit. If CB&S Bank permits you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and CB&S Bank will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$2,000 per business day per account, for a maximum monthly limit of \$20,000. Daily and monthly Mobile Deposit limits may be adjusted for qualifying customers. There is currently no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded. Daily and monthly deposit limits may vary for users of other services provided by CB&S Bank or its affiliates.

K. Presentment

The manner in which the checks and items are cleared, presented (or represented) for payment, and collected shall be in CB&S Bank's sole discretion as set forth in the relevant deposit account agreement governing your Account.

L. Promises You Make to Us; Indemnity

You warrant to CB&S Bank that:

- ☐ You will only transmit eligible checks and items that you are entitled to endorse; all checks and items will include all signatures required for their negotiation.
- ☐ Images will meet CB&S Bank's image quality standards in effect from time to time.
- ☐ You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- ☐ You will not deposit or represent the original check or item with CB&S Bank or any other party.
- ☐ All information you provide to CB&S Bank is accurate and true, including all images that are transmitted to CB&S Bank which should accurately reflect the front and back of the check or item at the time it was scanned.
- ☐ You will comply with this Agreement and all applicable rules, laws and regulations.
- ☐ You will use Mobile Deposit only for your own deposits and will not allow the use of Mobile Deposit by way of a service bureau business, timesharing, or otherwise disclose or allow use of Mobile Deposit by or for the benefit of any third party.
- ☐ You agree to indemnify and hold harmless CB&S Bank from any loss for breach of this warranty provision or the terms of this Agreement.

18. Privacy

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our [privacy notice](#) before completing the enrollment process for the Service.

a. Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- i. Where it is necessary for completing transactions;
- ii. Where it is necessary for activating additional services;
- iii. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- iv. To consulting firms, in an aggregate non-personally identifiable format, for research and product improvement purposes only
- v. In order to comply with a governmental agency or court orders; or
- vi. If you give us your written permission.

Please refer to our [privacy notice](#) for additional detail on disclosure of account information.

19. Internet Security

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet.

Access IDs and Passcodes - One of the main security features protecting the Service is the unique combination of your Access Identification Code (Access ID) and Passcode. During the enrollment process, you will be asked to select a unique Access ID, Passcode, and security image that will be used to gain access to the Service. You determine your own Passcode, which is encrypted in our database. Neither CB&S Bank nor its Service Providers have access to this information. The Service will automatically deactivate your account after multiple unsuccessful login attempts. Contact Customer Service for assistance in resetting your Passcode.

Because your Passcode is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Passcode that is hard to guess.
- You should not use words based on your name, address, social security number, birthday, or other personal information.
- Special characters may be used to increase security.
- Do NOT use dictionary words.
- Keep your Passcode safe.
- Memorize your Passcode and do NOT write it down.
- You should also change your Passcode occasionally, such as every 90 days.
- A Passcode should be changed immediately if you suspect that your Passcode has been compromised. This can be done at any time from the menu after you log on to the Service.
- Do not use the same Passcode that you use for any other website.

- Do not disclose your Access ID or Passcode to third party account aggregation Service Providers.

NEITHER CB&S BANK NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA TELEPHONE OR EMAIL REQUESTING PERSONAL INFORMATION, YOUR ACCESS ID, OR YOUR PASSCODE. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, PLEASE CONTACT US IMMEDIATELY.

Encryption - The Service uses the Secure Socket Layer (SSL) encryption technology. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock from “open” to “locked.” What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

Certificate Authority - The servers hosting the Service have been certified by a Certificate Authority to assure you that you are actually talking to the Service instead of someone pretending to be us. If you are using an older browser, you will see that the Certificate Authorities key may have expired; you will need to update your browser. By clicking on the lock within the Service, you can view the certificate to ensure it is valid.

Cookies - During your use of the Service, our Internet Banking Service Provider will pass an encrypted cookie to your computer in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide an Access ID and Passcode for each individual transaction. Users must accept this cookie to use the Service. This cookie does not contain any personal information; it simply provides another level of security for our Internet Banking product. The cookie is stored on your computer’s hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

Additional Security Guidelines:

- All Authorized Users should sign-off after every Service session; however, online sessions will automatically end after a period of inactivity. This to protect you in case you accidentally leave your computer unattended after you log-in.
- The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.
- Routinely scan your computer, servers, and electronic media using a reliable virus detection product.

Undetected or un-repaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit a virus to other computers. Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem. Periodically update your computer operating system and browser for critical security related patches. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.

Business Internet Banking Customers may be subject to additional security requirements as detailed in separate agreements.

20. Your Passcode Responsibilities

When you accept the terms and conditions of this Agreement, you agree not to give or make available your Passcode or other means to access your account to any unauthorized individuals. You are responsible for all transfers and Bill Payments you authorize using the Service. If you permit other persons to use the Service, your Passcode, your token, your Access ID, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your Passcode or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling 877-332-1710 during customer service hours. You can also contact us by sending a secure message through the Service.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSCODE TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSCODE TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AND/OR AN AGGREGATION SERVICE PROVIDER).

In addition to the security features described above, there may be other security related notices posted on our website or the Service from time-to-time. It is your responsibility to read all security notices.

21. Our Liability for Failure to Complete Transactions in Bill Payment Service

We will use commercially reasonable efforts to make all your transfers and Bill Payments properly. However, we shall incur no liability and any Bill Payment Service Guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Eligible Account(s) does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
2. The Service and/or the payment processing center is not working properly and you know or have been advised by CB&S Bank and/or its Service Providers about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;
4. Your Eligible Account(s), including either your Payment Account or Billing Account, is closed;
5. If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transfer or Bill Payment;
6. It can be shown that the Biller received the Bill Payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
7. Your Password or any other account access device has been reported lost or stolen;
8. You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Service or Service Account;
9. Making a transfer would cause us to violate any law, rule, or regulation to which we are subject;

10. Your Eligible Account is presumed abandoned under applicable law, or we consider your Eligible Account to be dormant or inactive under our policies and procedures;
11. The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
12. We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
13. Circumstances beyond control of the Service, our Service Providers, and CB&S Bank (such as, but not limited to, loss of power, Internet interruption, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

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

22. Documentation and Verification of Payments And Transfers

Information regarding Basic Internet Banking, Commercial Internet Banking, Mobile Banking, and Bill Payment transactions will be reflected on the account detail in the Basic Service and in your regular monthly account statement(s).

23. Provisions Applicable Only to Consumer Deposit Accounts

THE DISCLOSURES AND TERMS IN THIS SECTION ARE APPLICABLE TO YOU ONLY TO THE EXTENT THAT YOUR USE OF THE SERVICE AND/OR YOUR APPLICABLE SERVICE ACCOUNTS ARE PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD USE. SUCH DISCLOSURES AND TERMS DO NOT APPLY TO YOU TO THE EXTENT YOUR USE OF THE SERVICE IS FOR NON-CONSUMER PURPOSES.

Certain types of transactions that are handled completely or partially electronically are subject to the Electronic Fund Transfer Act ("EFT Act"). These include certain transactions made through the Service. Your rights, protection, and liabilities as a Consumer are outlined in the following disclosure in accordance with the EFT Act. Please read and become familiar with this disclosure. Be sure to retain the telephone numbers and addresses that you may need in order to limit your liability and to resolve problems that you may have concerning electronic transfers. This disclosure supplements other electronic fund transfer disclosures that you may receive in connection with the Service and other electronic fund transfer services affecting your CB&S Bank accounts.

a. Errors and Questions

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

- Telephone us at 877-332-1710 during customer service hours;
- Contact us by using the secure messaging feature within the Service; or
- Write to us at P.O. Box 910 Russellville, AL 35653.

If you think your statement is incorrect or you need more information about an electronic transfer or Bill Payment transaction listed on the statement, we must hear from you no later than sixty days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name, relevant Eligible Account number(s), and Access ID;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more info; and
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten Business Days after your verbal notification. We will tell you the results of our investigation within ten Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new Consumer accounts, we may take up to 90 days to investigate your complaint or question. We may take up to 20 Business Days to credit a new account for the amount you think is in error. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

If it is determined there was no error, we will mail you a written explanation within three Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

b. Consumer Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Access ID or Passcode has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable).

If Consumer customers tell us within two Business Days after you discover your Passcode or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission.

If you do not tell us within two Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your Passcode or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty days if we can prove that we could

have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

24. Additional Provisions Applicable Only To Business Customers

a. Protecting Your Account

The Service will allow Business Customers to establish individual Access IDs, Passcodes, privileges for each Authorized User. Transaction history is maintained for each Access ID. Additional fees may be assessed for each Access ID.

Business Customer(s) will be solely responsible for designating its Authorized Users, assigning privileges, and disclosing the identity of said Authorized Users to CB&S Bank and all changes thereof in writing. Business Customer represents and warrants that its Authorized Users have the appropriate authority to initiate transfers and bill payments through the Service.

Business Customer authorizes CB&S Bank and its Service Providers to act upon, and you agree to be bound by, any transaction, whether or not authorized, that is initiated with your Access ID and Passcode and/or the Access ID and Passcode of an Authorized User. Furthermore, any instructions, directions, or other information provided by the Business Customer, or any of its Authorized Users, will be deemed to have been authorized by the Business Customer. CB&S Bank and its Service Providers will not be responsible for verifying the identity or authenticity of any person claiming to be an Authorized User of the Business Customer.

Business Customer assumes any and all liability arising from the use or misuse of the service or company accounts by its Authorized Users. Business Customer agrees to indemnify and hold harmless CB&S Bank and its Service Providers for any liability and damages resulting from our acting upon any direction, instruction, or information that is initiated with an Access ID and Passcode of an Authorized User.

You agree that we may send notices and other communications, including emails, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that CB&S Bank and/or its Service Providers will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. In addition, you agree to:

- require all Authorized Users to keep Passcodes secure and strictly confidential;
- immediately notify us and select a new Passcode if you or your Authorized Users believe your Passcodes may have become known to an unauthorized person.

We may disable Passcodes of Authorized Users even without receiving such notice from you, if we suspect Passcodes are being used in an unauthorized or fraudulent manner; provided, however, that we shall be under no obligation to disable any such Passcodes or incur any liability for failure to disable any such Passcodes.

Business Customers shall be solely responsible for the development and implementation of all

commercially reasonable procedures to control access to their computer systems and to protect any data files stored thereon. Business Customers shall be solely responsible for all appropriate and commercially reasonable, physical, logical, and network security systems and devices to protect the security of data files maintained on computer(s) used to access the service as well as the protection against unauthorized access to business computers, and/or networks used to access the service. Business Customers shall be solely responsible for any and all losses and damages arising from any authorized or unauthorized access to the service.

CB&S Bank and its Service Providers shall have no obligation, liability or control, either directly or indirectly concerning the Business Customers' selection of security systems or devices for the protection of any data files or computers used to access the services or over Business Customers development or implementation of security procedures or the failure of Business Customer to maintain said procedures.

Security tokens will be issued to Business Internet Banking Customers for additional security. A security token is a small device that generates a one-time Passcode to use each time you log in to business internet banking. This Passcode is unique to your Access ID and CB&S Account, and it changes every 32 seconds for the protection of the business. Tokens issued must be activated within 30 days for your security. After 30 days you must contact CB&S Bank prior to activating your token. To order replacement tokens contact Customer Service at 877-332-1710. If a security token is lost or stolen contact us at once. Security Tokens are assigned to individual Authorized Users and may not be shared.

If any user is no longer authorized to use the Service, such as when a user is no longer employed at the business, notify us at once. Return the Security Token assigned to that user to CB&S Bank immediately.

b. Commercially Reasonable Security Procedures of the Service

When you accept this agreement and use the Service, you acknowledge and agree that the Service includes security measures which are commercially reasonable. You agree to be bound by our security procedures and instructions, which may be periodically updated. You agree to review and implement all security procedures available in connection with the Service, including procedures to protect the confidentiality of your Access ID and Passcode and the same for your Authorized Users in addition to safeguarding Security Tokens. You agree to notify us in the event that your use of the service would necessitate or be better served by a level of security that exceeds that offered by the service. If you fail to notify us you acknowledge and agree that the security aspects of the service are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

c. Errors and Questions

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods:

- ☐ Telephone us at 877-332-1710 during customer service hours; or
- ☐ Contact us by using the secure messaging feature within the Service; or
- ☐ Write us at PO Box 910 Russellville, AL 35653.

d. Business Customer Liability for Unauthorized Transfers

A Business Customer must notify us of errors, discrepancies, or possible unauthorized payments as soon as possible upon learning of the discrepancy. If you fail to notify us within sixty days after you have received notice of an unauthorized or erroneous transfer or Bill Payment, CB&S Bank will not owe you any interest on the amount in question, even if we are otherwise liable to you in connection with the transaction.

CB&S Bank and its Service Providers shall have no liability to you for any unauthorized payment or transfer made using your Passcode that occurs before you have notified us of any possible unauthorized use and we have had a reasonable opportunity to act upon that notice.

If you fail to notify us of any discrepancy within one year, you shall be precluded from asserting any such discrepancy against us.

e. Limitation of Institution Liability Regarding Business Customer Transfers

CB&S BANK AND ITS SERVICE PROVIDERS WILL BE DEEMED TO HAVE EXERCISED ALL DUE CARE AND TO HAVE ACTED REASONABLY IF WE ACT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY YOU ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY OUR MISCONDUCT. CB&S BANK AND ITS SERVICE PROVIDERS WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE:

- RELATED TO THE DISHONESTY OF THE BUSINESS CUSTOMER'S EMPLOYEES, OFFICERS, AGENTS OR AUTHORIZED USERS;
- RESULTING FROM ANY RECEIVING FINANCIAL INSTITUTION'S FAILURE TO ACCEPT ANY PAYMENT OR FUNDS TRANSFER REQUEST;
- RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN CB&S BANK AND THIRD PARTIES, OR ANY OTHER CONDITION OUTSIDE OF OUR CONTROL.

IF CB&S BANK AND/OR ITS SERVICE PROVIDERS FAIL OR DELAY IN MAKING A TRANSFER OR BILL PAYMENT PURSUANT TO YOUR INSTRUCTION, OR IF WE MAKE A TRANSFER OR PAYMENT IN AN ERRONEOUS AMOUNT WHICH IS LESS THAN THE AMOUNT PER YOUR INSTRUCTION, UNLESS OTHERWISE REQUIRED BY LAW OUR LIABILITY SHALL BE LIMITED TO INTEREST ON THE AMOUNT WHICH WE FAILED TO TIMELY PAY, CALCULATED FROM THE DATE ON WHICH THE PAYMENT WAS TO BE MADE UNTIL THE DATE IT WAS ACTUALLY MADE OR YOU CANCELED THE INSTRUCTION.

WE MAY PAY SUCH INTEREST EITHER TO YOU OR THE INTENDED RECIPIENT OF THE PAYMENT, BUT IN NO EVENT WILL WE BE LIABLE TO BOTH PARTIES, AND OUR PAYMENT TO EITHER PARTY WILL FULLY DISCHARGE ANY OBLIGATION TO THE OTHER. IF WE MAKE A PAYMENT IN AN ERRONEOUS AMOUNT WHICH EXCEEDS THE AMOUNT PER YOUR PAYMENT INSTRUCTION, OR IF WE PERMIT AN UNAUTHORIZED PAYMENT AFTER WE HAVE HAD A REASONABLE TIME TO ACT ON A NOTICE FROM YOU OF POSSIBLE UNAUTHORIZED USE AS DESCRIBED ABOVE, UNLESS OTHERWISE REQUIRED BY LAW, OUR LIABILITY WILL BE LIMITED TO A REFUND OF THE AMOUNT ERRONEOUSLY PAID, PLUS INTEREST THEREON FROM THE DATE OF THE PAYMENT TO THE DATE OF THE REFUND, BUT IN NO EVENT TO EXCEED SIXTY DAYS INTEREST.

IF WE BECOME LIABLE TO YOU FOR INTEREST COMPENSATION UNDER THIS AGREEMENT OR APPLICABLE LAW, SUCH INTEREST SHALL BE CALCULATED BASED ON THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK IN THE DISTRICT NEAREST TO CB&S BANK FOR EACH DAY INTEREST IS DUE, COMPUTED ON THE BASIS OF A THREE HUNDRED SIXTY-FIVE (365) DAY YEAR.

NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST CB&S BANK AND ITS SERVICE PROVIDERS UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

f. Indemnification

Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless CB&S Bank and its Service Providers against and in respect to any and all loss, liability, expense and damage. The terms of this section will survive termination of this Agreement.

25. Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s).

Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

26. Electronic Disclosures

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include monthly account statements, deposit account disclosures, notices regarding changes in account terms and fees, and privacy notices. The equipment necessary for accessing these types of disclosures electronically is described within this Agreement.

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER INTERNET BANKING RELATED DISCLOSURES IN AN ELECTRONIC FORMAT. YOU ALSO AGREE AND REPRESENT THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

If you want to cancel e-communication or change to a paper delivery format, you must:

- ☐ Send us an email at cbsbank@cbsbank.com, or
- ☐ Send us a secure email through the Service, or
- ☐ Call us at 877-332-1710, or
- ☐ Write to us at PO Box 910, Russellville, AL 35653.

You can also "opt-out" of electronic only statements within the Service.

If you withdraw from e-communication, we reserve the right to cancel your Internet Banking Services.

In addition, you can request paper copies of documents through the Service free of charge. Additional fees for paper copies of account statements may be imposed depending on the type of account you have and/or the reason and frequency of your requests for paper copies.

You should print or save a copy of all disclosures delivered electronically.

27. Address, E-mail, or Payment Account Changes

When you enroll in the Service, we may send you a “Welcome” e-mail. We will also send you e-mails and/or secure messages through the Service regarding important Internet Banking and Bill Payment matters and/or changes to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made either within the Service in the User Services menu or by contacting Customer Service at 877-332-1710.

Any changes to your Eligible Account(s), Payment Account, or Billing Account should also be made in accordance with the procedures outlined above.

We are not responsible for any Bill Payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

28. Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, please contact our Customer Service or send us a secure email through the Service.

Any Bill Payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. Scheduled Bill Payments, including automatic payments, will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Internet Banking or Bill Payment activity for a period of 6 consecutive months, accessibility will terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your Eligible Accounts to cover any fees and other pending transfers or debits. In order to request

reinstatement of the Service, you must call our Customer Service.

29. Exclusions of Warranties and Limitation of Damages

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER. NEITHER CB&S BANK NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE.

YOU AGREE THAT NEITHER WE NOR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS OR SERVICE PROVIDERS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY HARMS, INJURIES OR CLAIMS, DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, RESULTING OR ARISING IN ANY WAY IN WHOLE OR IN PART FROM (a) THE USE OF OR THE INABILITY TO USE THE SERVICE, (b) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA, (c) STATEMENTS OR CONDUCT OF ANY OTHER PERSON USING OR ACCESSING THE SERVICES, (d) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, (e) THE INSTALLATION, USE, OR MAINTENANCE OF ANY HARDWARE OR SOFTWARE (INCLUDING, WITHOUT LIMITATION, ANY FINANCIAL SOFTWARE) OR OTHER EQUIPMENT AND/OR (f) ANY OTHER MATTER RELATING TO THE SERVICE OR YOUR USE THEREOF.

30. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

31. No Waiver

CB&S Bank and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

32. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

33. Disputes

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of CB&S Bank and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

34. Waiver of Trial by Jury

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

35. Ownership of Material

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by CB&S Bank and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

36. Governing Law and Relation to Other Agreements

You agree to be bound by operating rules and regulations imposed by any networks or clearinghouses in which we participate and/or which process Service transactions. Such rules and regulations constitute a part of this Agreement. This Agreement constitutes the current, sole and entire agreement between you and us with respect to the Services, and any and all prior agreements with respect to the Services are superseded by this Agreement. This Agreement supplements, but does not replace, other agreements, terms and conditions governing your Eligible Accounts and/or any other services used by you in relation to the Eligible Accounts.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Alabama, without regard to its conflicts of law provisions; provided, however, that any dispute solely between you and our Bill Payment Service Provider shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of law provisions.

Proceed with Enrollment for the Service.

By clicking on the "Accept" button below you represent that you are the owner of an Eligible Account to be enrolled in the Service and/or have been authorized by the owner to enroll for the Service. Clicking on the "Accept" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

If you do not agree, choose "Do Not Accept" below.