Internet and Mobile Banking Agreement and Disclosure for Consumer and Business Customers: First National Bank of Waterloo

Each application for Internet, Mobile Banking and Business Online Banking Terms and Conditions is listed below. Please review the applicable terms and conditions that apply to the service(s) you utilize.

Consumer Internet Banking Agreement & Disclosure

Introduction

This Internet Banking Agreement and Disclosure ("Agreement") for accessing accounts via FNBonline Internet Banking explains the terms and conditions governing certain internet banking services now or hereafter offered to consumers by FNB Waterloo. By your initial and each subsequent use of FNBonline Banking, you agree to abide by the terms and conditions of this Agreement, as amended from time to time, and to accept this disclosure and other information electronically. This Agreement will become effective immediately This Agreement will be governed by and interpreted in accordance with all applicable federal and State of Illinois laws and regulations. This Agreement may be printed using the print option on your browser. The terms "we", "us", "our," "FNB," and "Bank" refer to First National Bank of Waterloo. "You," "your," and "Customer" refer to each account owner or borrower who is now or hereafter enrolled to use FNBonline Banking. The term "business days" means Monday through Friday, excluding Saturday, Sunday and federal banking holidays.

Accessing Accounts

To access your accounts through FNBonline Banking you must have an Internet browser, an eligible Bank account (listed below), and an FNBonline Banking username and password. Through Online Banking you can check account balance and activity information, effect transfers between accounts, and pay bills electronically. Withdrawals and transfers may not be made from any account that requires more than one signature for withdrawal. Transfers may not be made if it will overdraw the account balance. You must be an owner of each account or party to each loan that you wish to access through FNBonline Banking.

Accounts Accessible through FNBonline Banking

- Checking Accounts
- Savings Accounts
- Money Market Accounts
- Certificates of Deposit
- Individual Retirement Accounts (IRA)
- Loans

You will be prompted to create a Username and Password when enrolling in an Online Banking profile. We recommend that you change your password regularly. We are authorized to act on instructions received under your password. For security purposes, it is recommended that you memorize your password and do not write it down. You are responsible for keeping your password and account data confidential. Any person who has your password has the same accessibility as you have to FNBonline Banking. If you believe that your Online Banking password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, change the password

and notify the Bank AT ONCE. At no time will you be asked by any Bank personnel to divulge this password and you should not divulge it to anyone claiming to be a Bank representative or to anyone else whom you do not wish to have access to your account(s).

Hours of Accessibility

You may generally access your Bank accounts seven days a week, 24 hours a day. However, at certain times, some or all of Online Banking may not be available due to system maintenance, problems with the Internet or other circumstances beyond our control.

FNB of Waterloo endeavors to provide you with dependable Online Banking. However, due to the unpredictable nature of the Internet, occasional inaccessibility should be expected. FNB of Waterloo cannot and does not guarantee the completeness or accuracy of the information provided through Online Banking. The Internet lacks inherent security for commercial transactions and therefore FNB Waterloo does not guarantee that information transmitted or received from this site will not be intercepted or viewed by third parties. By using FNBonline Banking, you acknowledge your understanding of and your agreement to these statements.

General Terms

Changes to FNBonline Banking

From time to time, we may introduce new Online Banking features. We may do so without prior notice. However, any change resulting in more restrictive use of the service, increased liability, or higher fees to you will require that we give you twenty-one (21) days' advance notice, unless an immediate change is necessary to maintain the security of the system. Notice of material changes will be sent to you at your address shown on our records, or by E-mail, or by posting on the Online Banking website. If you do not agree to any change, you may terminate your use of Online Banking. Your failure to terminate will evidence your agreement to such changes. The Bank reserves the option, at its sole discretion, to waive, reduce or reverse charges or fees in individual situations.

Confidentiality of Account Information

We do not reveal information about your accounts or other personally identifiable data to parties outside our bank unless: (1) you request or authorize it; (2) the information is provided to a reputable credit bureau or similar information reporting agency; (3) the information is provided to help complete a transaction initiated by you; or (4) the disclosure otherwise is lawfully required.

Sometimes it is necessary to provide personally identifiable information about you to a party outside of our bank such as a vendor or service company that we hire to prepare support or services for one or more of our products. These service providers (the Internet service provider and the Bill Pay software provider) agree to safeguard our confidential information about you and your products and services with us and must abide by applicable law.

Discrepancies and Error Correction in Online Banking Transactions and Bill Pay Service.

ERROR RESOLUTION NOTICE AND PROCEDURE IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at 1-618-939-6194 or write us at First National Bank of Waterloo, P.O. Box 507 Waterloo, IL 62298 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number.

2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.

3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any errors promptly. In most cases we will take no more than 10 business days to complete our investigation. If we need more time, however, for most errors we may take up to 45 days to investigate your complaint or question. If you believe that the error was the result of a foreign initiated transfer or a point of sale or purchase transaction, or if you have not been an accountholder with us for more than 30 days, we may take up to 90 days to investigate your complaint or question. If we need more than 10 days to investigate the error, we will credit your account within 10 days for the amount you think is in error, unless you have not been an accountholder for at least 30 days, in which case we will credit your account within 20 days so that you will have the use of the money during the time it takes us to complete our investigation. We will tell you about the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If you have inquiries, please contact us at:

First National Bank of Waterloo
228 S. Main, P.O. Box 507 Waterloo, IL 62298
Business Days: Monday through Friday, excluding Saturday, Sunday and federal banking holidays.
PHONE: (618) 939-6194

UNAUTHORIZED TRANSACTIONS

Tell us AT ONCE if you believe another person has improperly obtained your Online Banking password. Also notify us if you suspect any fraudulent activity on your account. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within two (2) business days, you can lose no more than $50 if someone uses your password without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we can prove we could have stopped someone from accessing your account without your permission had you told us, you could lose as much as $500.00.

Also, if your paper statement or Online Banking statement shows withdrawals, transfers or purchases that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was delivered to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from accessing your account if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

Liability

If we do not complete a transfer to or from your Bank account on time or in the correct amount in accordance with our agreement with you, we will be liable for your direct loss or damage only, but not for any indirect or consequential damages. We will not be liable for any amount:

- If, through no fault of ours, you do not have enough money in your account to make a transfer or bill payment.

- If a legal order directs us to prohibit withdrawals from the account.

- If your account is closed or has been frozen.

- If you, or anyone you allow, commits any fraud or violates any law or regulation.

- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.

- If you have not provided us with complete and correct payment information including, without limitation, the name, address, account number and payment amount for the payee on a bill payment.

- If you have not properly followed the instructions for using Online Banking.

- If circumstances beyond our control (such as fire, flood, or improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us.

Other Agreements and Laws

In addition to this Agreement, the Bank and you agree to be bound by and to comply with the requirements of the applicable Account Disclosure Statement, the rules and regulation of any funds transfer system to which the Bank belongs, and applicable state and federal laws and regulations. To the extent that this agreement is determined not to be in accord with any applicable law, rule, or regulation governing it, it shall be deemed automatically amended so as to comply therewith.

Termination

Your Bill Pay services may be canceled at any time without prior notice due to insufficient funds in any of your accounts or default under any loan or other agreement with the Bank. You will be notified of the cancellation via mail or electronic mail. After cancellation, Bill Pay services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits, and any defaults are cured. In order to reinstate your services, you must call the Bank.

If you do not schedule or process a payment or otherwise access your Bank account(s) via Online Banking for any six (6) month period, the Bank reserves the right to disconnect your Online Banking services. You will first be notified via mail or electronic mail. Please note that your Bill Pay information will be lost if you are disconnected. If you wish to cancel any of your Online Banking services, please contact the Bank.

In addition to any other right reserved to the Bank in this Agreement or in any applicable Account Disclosure Statement, but subject to any written notice requirements, the Bank reserves the right to terminate this Agreement and your access to Online Banking, in whole or in part, at any time.

Alerts

Your enrollment in **First National Bank of Waterloo** 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 **First National Bank of Waterloo** account(s). Alerts are provided within the following categories:

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

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. First National Bank of Waterloo 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 **First National Bank of Waterloo** Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your End Point service provider. Alert frequency varies by account and preferences. You agree to provide us with a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, **text "STOP" to 31727 at 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 **First National Bank of Waterloo** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **31727**. In case of questions please contact customer service at **618-939-6194**. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. **First National Bank of Waterloo** 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 factors affecting your mobile phone service provider, internet service provider(s) and other factors outside **First National Bank of Waterloo'**s control. We guarantee neither the delivery nor the accuracy of the contents of each Alert. You agree to not hold **First National Bank of Waterloo,** 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.

First National Bank of Waterloo
Account to Account Transfer Terms of Service

GENERAL TERMS

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

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

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

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

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

transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: First National Bank of Waterloo, PO. Box 507, Waterloo, IL 62298. We may also be reached at 618-939-6194 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

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

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

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

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

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

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

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

a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and

b. Payments that violate any law, statute, ordinance or regulation; and

c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and

d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and

g. Tax payments and court ordered payments.

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

14. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial

intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

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

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

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

18. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit,

and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

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

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

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

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

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

Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and analyze the performance of the Service. The following provisions in this Section apply to certain Services:

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

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

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

22. Errors, Questions, and Complaints.

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

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

1. Tell us your name;

2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,

3. Tell us the dollar amount of the suspected error.

c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error.

If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

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

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

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

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

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

28. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than $10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

29. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of law's provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

30. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss,

damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

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

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

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

34. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR

CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF $500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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

36. Definitions.

a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.

b. "Affiliates" are companies related by common ownership or control.

c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days when banks are legally closed.

d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.

e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.

f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

1. Description of Service, Authorization and Processing.

a. The term “Transfer Money Terms” means these Account-to-Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

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

c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer, or the transfer would exceed the credit limit of your overdraft account.

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

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

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

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

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

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

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

4. Stop Payment Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 6 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

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

6. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law.

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

8. Definitions

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

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

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

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

Consumer Mobile App Terms and Conditions: First National Bank of Waterloo

Thank you for using First National Bank of Waterloo Mobile Banking combined with your handheld text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 31727.To cancel, text "STOP" to 31727 at any time. In case of questions please contact customer service at 888-231-3165 or visit https://www.fnbwaterloo.bank/

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

•**Questions:** You can contact us at 888-231-3165 or send a text message with the word "HELP" to this number: 31727. We can answer any questions you have about the program.

•To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 31727. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

•**Terms & Conditions:** By participating in Mobile Banking, you agree to the terms and conditions presented here.

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

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

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, First National Bank of Waterloo and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). First National Bank of Waterloo and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. First National Bank of Waterloo and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by First National Bank of Waterloo (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of First National Bank of Waterloo or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose First National Bank of Waterloo, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or

other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

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

Alerts Additional Terms

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

Alerts. Your enrollment in First National Bank of Waterloo 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 First National Bank of Waterloo account(s). Alerts are provided within the following categories:

•**Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.

•**Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.

•**Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the More menu within First National Bank of Waterloo Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. First National Bank of Waterloo 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 First National Bank of Waterloo Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us with a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 31727 at 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 First National Bank of Waterloo Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 31727. In case of questions please contact customer service at 888-231-3165. Our participating carriers

include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. First National Bank of Waterloo 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 factors affecting your mobile phone service provider, internet service provider(s) and other factors outside First National Bank of Waterloo control. We guarantee neither the delivery nor the accuracy of the contents of each Alert. You agree to not hold First National Bank of Waterloo, 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.

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, First National Bank of Waterloo and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. First National Bank of Waterloo and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

Biometric Login for Mobile Banking

Biometric login is an optional biometric sign-in method for First National Bank of Waterloo Mobile Banking that may be available for certain mobile devices that have a built-in biometric scanner. To use biometric login, you will need to first save your fingerprint/facial feature scan on your mobile device (for more help with biometric scanning, contact the manufacturer that supports your mobile device). Biometrics are stored on your device only and First National Bank of Waterloo never sees or stores your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information stored on your device access to your personal and payment account information within First National Bank of Waterloo Mobile Banking. First National Bank of Waterloo reserves the right to suspend or disable this feature at any time. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., password). To use biometric login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within First National Bank of Waterloo Mobile Banking.

This Mobile Deposit Agreement ("Agreement") contains the terms and conditions for the use of the Mobile Deposit Service that the Bank provides. Other agreements you have entered into with the Bank, as applicable to your account(s) with Bank, are incorporated by reference and may be made a part of this

Agreement. We may amend these terms, and modify or cancel services and features we offer, from time to time without notice, except as may be required by law.

Definition of Terms

“Agreement” and “Disclosures” each refer to this Agreement which contains the terms and conditions for the use of the Bank’s Mobile Deposit Service.

“App” refers to the Bank’s application, as downloaded by a user to a Device. The app is known as “FNB Waterloo” and “FNB Waterloo Business.”

“Mobile Deposit” means the banking services accessible from the Device you have registered with us which allows deposits from your Device.

“Service(s)” refers to the services provided in this Agreement of Mobile Deposit.

“We,” “Us,” “Our,” “Bank” and “FNB Waterloo” each mean First National Bank of Waterloo.

"You" and "Your(s)" each mean the account holder who applies to use the Service.

“Account” means your eligible checking or savings account.

“Procedure(s)” refers to the instructions for the use of the Services as the Bank may establish from time to time.

“Authentication Method” is how you gain access to this Service in regard to components such as user ID, password, or other authentication codes.

“Device” means a supportable mobile device including a cellular phone, smart phone, or other mobile device that is web-enabled and allows Secure Sockets Layer (“SSL”) traffic capable of receiving text messages as well as camera enabled for allowing deposits for Mobile Deposit. Your wireless carrier may assess fees for data, text messaging, or web services. Please consult your wireless plan provider for details.

Description

The Mobile Deposit Service is designed to allow you to make deposits to your checking, money market checking, or savings accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to the

Bank or the Bank's designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the Procedures; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these Checks for payment. The Bank offers the benefits and convenience of the Services to you free of charge. Charges may apply per your mobile phone service provider. The Bank reserves the right to charge fees for the Services in the future.

Acceptance of Terms of Agreement

Your use of the services is subject to your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material change via-email, on our website by providing a link to the revised Agreement, or in app approval. The Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

Hardware and Software Requirements

You must have a Device that is capable of using a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time. The Bank is not responsible for any third-party software you may need to use the Services. You agree that you will perform, or cause to be performed by properly trained personnel, all vendors recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your Device, your system, and any other required hardware and software before you make your first deposit through the Service. You accept any such software “as is” and subject to the terms and conditions of the software agreement that you enter into directly with the third-party software provider at the time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Deposit Limits

The Bank reserves the right to establish and assign to you deposit limits for the Service and to modify such limits from time to time in the Bank’s sole discretion, and you agree to comply with all such limits. The maximum daily deposit limit for consumers is $2,500.00 per day. The maximum daily deposit limit for businesses is $5,000 per day. Limits may be different, determined by the sole discretion of the Bank and based on your account activity.

Fees and Charges

The Bank offers the benefits and convenience of the Services to you free of charge. The Bank reserves the right to charge fees for the Services in the future.

Endorsements and Procedures

You agree to restrictively endorse any item transmitted through the Services as "FOR MOBILE DEPOSIT ONLY” or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time. Endorsements must be

made on the back of the share draft or Check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. If the Check is payable to you or your joint owner, either of you can endorse it. If the Check is made payable to you and any non-joint owner, you may not deposit the Check into your Bank account using this Service.

Check Requirements (Including Image Quality)

The image of an item transmitted to the Bank using the Services must be legible as determined in the sole discretion of the Bank. The transmission must contain images of the front and back of the Check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and all other information placed on the Check prior to the time of an image of the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the Check).

Eligible Items

You agree to scan and deposit only “Checks” as that term is defined in the Federal Reserve Regulation (Regulation CC). You agree that you will not scan and deposit any of the following types of Checks or other items which shall be considered ineligible items:

- Checks are payable to any entity other than the entity that owns the account that the Check is being deposited into.
- Checks containing an alteration on the front of the Check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks dated more than 6 months prior to the date of the deposit.
- Checks or items prohibited by the bank’s procedures.
- Checks previously converted to a substitute check, as defined in Regulation CC.
- Checks that are remotely created Checks, as defined in Regulation CC.
- For a Check payable to you and any joint owner(s) of your Bank account, the Check must be endorsed by all such payees, and you may only use Mobile Deposit to deposit such Check into a Bank account jointly owned by all such payees. If the Check is payable to you or your joint owner, either of you can endorse it. If the Check is made payable to you and any non-joint owner, you may not deposit the Check into your Bank account using the Services.
- Checks drawn on a financial institution located outside the United States.
- Checks not payable in United States currency.
- Checks which do not have the correct endorsement.
- Checks that have previously been deposited or negotiated in any way via any method at The Bank or any other financial institution.

- Checks which are not endorsed in the manner specified in this Agreement.
- Checks previously submitted to the Bank.

Rejection of Deposits

After we receive Check images and all other required deposit information from you through the Service, we shall provisionally credit your designated account for the total amount of such Checks. The provisional credit is subject to final payment of the Checks and is also subject to your Bank Account Agreement. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any Check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for mobile deposit, you may physically deposit the original check at any of our branches depending on the reason of rejection.

Unpaid Checks

Should you fail to produce the original check, upon our request pursuant to this Agreement, you authorize us to deduct that amount from your account. You are solely responsible for verifying that Checks that you deposit using the Service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the payer financial institution. You agree to accept such notices at your email address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that the Bank credits your account for a Check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such Check as well as any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned. You understand and agree that since the original Check is your property, it will not be returned and the Bank may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check. You may not use the Service to deposit a substitute check, and you may not deposit the original Check through the Service or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide you in connection with returned Checks.

Duty to Report Errors

The Bank will provide you with periodic statements that will identify the deposits that you make through the Service. In addition, you may access the Bank's Online Banking service for information about your deposits, return items, deposit adjustments, Checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through the Service have been received and accepted by the Bank and are accurate. Receipt of a Check by the Bank

through the Service does not constitute an acknowledgement by the Bank that the Check is error-free or that we will be liable for the Check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Bank Account Agreement. You may notify us by emailing us at support@fnbwaterloo.bank, or in writing to First National Bank of Waterloo Attention Operations Manager, at 228 S.Main Street, P.O. Box 507 Waterloo, IL 62298 or telephoning us at (888)231-3165. You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify the Bank of any error, omission or other discrepancy in accordance with this Agreement and your Bank Account Agreement shall relieve the Bank of any liability for such error, omission or discrepancy.

Availability of Service/Contingency

In the event you are unable to capture, balance, process, produce or transmit a file to the Bank, or otherwise comply with the terms or the Procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all Checks to the closest Bank location. The deposit of original Checks at an office of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

Storage, Security and Destruction/Disposal of the Checks

After you receive confirmation that we have received an image, you must securely store the original Check for 60days after transmission to us and make the original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two business days, at your expense, the requested original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the 60-day retention period expires, you must destroy the original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original Check, the image will be the sole evidence of the original Check.

Presenting Checks More Than Once

Once you have used the Service to deposit a Check you agree not to present, or allow anyone else to present, that original Check or a substitute check of that original Check again for deposit through the Service or by any other means. If you or anyone else present a Check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check. You agree that we may debit from your Bank account the aggregate amount of any Checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Bank in our sole discretion.

Your Authentication Method

You agree that we are entitled to act upon instructions we receive with respect to the Service under your user ID, password, or other or authentication methods that we require (these components are referred to herein collectively as your “Authentication Method”). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Bank Account

Agreement and this Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release us from any and all liability and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method. By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through the Service. Any requests or instructions we receive from you through the Service using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, Checks deposited, Check images, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method.

Data Security

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your Device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at (888) 231-3165 and with written notice at First National Bank of Waterloo Attention Security Officer, 228 S. Main Street, P.O. Box 507 Waterloo, IL 62298 if you learn of any loss or theft of original Checks. You will ensure the safety and integrity of original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Cooperation with Investigations

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

Availability of Funds

Checks deposited via the Service by the Bank's stated 4:00p.m. CST deadline will be considered deposited, if approved for deposit will be given on that business day and subject to the Funds Availability disclosure which was provided during account opening. Items submitted for deposit after 4:00 p.m. CST will be available the next business day. Business days are considered as Monday-Friday, excluding Saturday, Sunday and federal banking holidays.

Limitations of Service

When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damage that may occur. We reserve the right to change, suspend or discontinue the Services, in whole or part, or your use of Services immediately and at any time without prior notice to you.

Termination

We may terminate this Agreement at any time, without cause, and without notice. This Agreement shall remain in effect and in full force until it is terminated by the Bank. This Agreement may be terminated if you breach any terms of this Agreement, if you use the Services for any unauthorized or illegal purposes or use the Services in a manner inconsistent with the terms of your Account Agreement or any other agreement with the Bank.

Legal Disclaimer of Warranties

You agree that your use of the Services and of all information and content (including that of third parties) is at your risk and is provided on an "as is and as available" basis. We disclaim all warranties of any kind as to the use of services, whether expressed to implied, including but not limited to any implied warranties of merchantability, of fitness for any particular purpose, or of non-infringement. We make no warranty or representation that the Services will meet your requirements, or that Services will be uninterrupted, timely, or error-free. No statement by any employee or representative of the Bank, whether oral or written, shall create any warranty or representation of Bank regarding this Agreement or the Services.

Limitation of Liability

You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other losses resulting from the use or the inability to use the Services, whether incurred by you or any third party, arising from or related to the use of, inability to use, or the termination of the use of the Services. This limitation of liability shall apply regardless of the form of action or claim and shall apply even if the Bank has been informed of the possibility of such damage. In the event a court finds us liable to you for any act or omission under this Agreement, you agree that you may recover from us only your actual damages, in an amount not to exceed any fees and charges paid to us under this Agreement during the six months immediately preceding such act or omission.

Card Management Additional Terms

The card management feature is offered by FIRSTNATIONAL BANK OF WATERLOO (referred to herein as "Card Controls", "us", "we" or "our") for use by FIRST NATIONAL BANK OF WATERLOO cardholders. FIRST NATIONAL BANK OF WATERLOO's card management feature is intended to allow You to initiate certain payment card related activities for Your enrolled FIRST NATIONAL BANK OF WATERLOO card(s) via the card management feature. Those activities may include the ability to but not limited to:

· Register the card

· Activate and deactivate the card

· Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off ("Controls")

· Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases ("Alerts")

· View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information)

· Report Your card as lost or stolen

· Review Your spending by merchant type and/or by month

· View a list of merchants storing Your card information for recurring or card-on-file payments

The card management feature may enable access to FIRST NATIONAL BANK OF WATERLOO and third parties' services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that You accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at http://maps.google.com/help/terms_maps. Html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps/,or such other URLs as may be updated by Google. To the extent the card management feature allows You to access third party services, FIRST NATIONAL BANK OF WATERLOO and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to You.

You agree to allow us to communicate with You via push notification, SMS and/or email, with respect to the activities performed via the card management feature. Data fees may be imposed by Your mobile provider for the transmission and receipt of messages and Alerts.

FIRST NATIONAL BANK OF WATERLOO reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in FIRST NATIONAL BANK OF WATERLOO 's card management feature.

Availability/Interruption. You acknowledge that the actual time between occurrence of an event ("Event") triggering a selected Control or Alert and the time the notification of such event is sent to Your mobile device ("Notification") is dependent on a number of factors including, without limitation, your wireless service and coverage within the area in which You are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, "Commands") are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to Your mobile device in all areas.

If You registered to receive Notifications to Your mobile device, the card management feature is available when You have Your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. FIRST NATIONAL BANK OF WATERLOO does not guarantee that the card management feature (or any portion thereof) will always be available or in all areas.

You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based upon the location of the mobile device where the card management feature is installed or the location of the merchant where the card is being attempted for use, may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant's registered address.

You acknowledge and agree that neither FIRST NATIONAL BANK OF WATERLOO nor its third-party services providers (including the developer of the technology enabling the notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither FIRST NATIONAL BANK OF WATERLOO nor its third-party service providers shall be liable to you if you are unable to receive Notifications on Your mobile device in your intended area. FIRST NATIONAL BANK OF WATERLOO, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any notification; any form of active or passive filtering.

Business Online Banking Terms and Conditions: First National Bank of Waterloo

FNBusiness Link Service Agreement

THIS AGREEMENT between ("Customer") and The First National Bank of Waterloo, located at 228 S. Main, Waterloo, IL ("Financial Institution"). This Agreement sets forth the terms of the FNBusiness Link cash management services ("Services") that The First National Bank of Waterloo ("us" and "Bank") makes available to Customer ("you"). By applying for any Services, you agree to be bound by these terms. Your use of any Service will be additional evidence of your agreement to these terms.

1. **General Services**. We will notify you when the Services you request will become available to you. If you request additional Services in the future, they will also be governed by this Agreement, unless we advise you otherwise.

2. **Equipment**. You are responsible for providing and maintaining any equipment that is necessary for the Services. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. You also are responsible for the costs of any communication lines and any data processing charges payable to third parties.

3. **Accounts**. Your application may list certain Bank accounts that you wish to access with the Services. If it includes the accounts of Customer's parent company, subsidiaries or affiliates, Customer warrants that these entities have authorized you to access their accounts through the Services in the same manner as Customer's own accounts. You agree to provide us with their written authorization (Addendum A) in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization.

   You will need to designate certain accounts for specific purposes in connection with some of the Services. If you link more than one checking account to our wire or ACH Services, for example, you will need to specify the account from which transfers should be made.

   You may appoint an individual (an "Administrator") with the authority to determine who will be authorized to use the Services on your behalf. Your Administrator can establish separate security codes for you and each user, as well as limits on each user's authority to access information and conduct transactions. You assume sole responsibility for the actions of your Administrator, the authority he or she gives others to act on your behalf, and the actions of the people designated by the Administrator to use the Services. If your administrator designates an account that requires more than one signature for the withdrawal or transfer of funds; you agree that we may act upon any Service instruction that is accompanied by the security code(s) designated by you or your Administrator for that account and the Service in question. Note: This may mean that we will act upon the instruction of only ONE person (e.g., to wire funds, ACH), even though the signature card for the account in question requires two or more signatures on checks.

4. **Fees.** You agree to pay us the fees we establish for each of the Services, and you authorize us to directly debit your account(s) with us monthly for such fees. If you fail to pay any amount owing to us under this Agreement, it will bear interest at the rate of 12% per year until paid. Certain prices are subject to change without prior notice. If your accounts with us are analyzed, you may be able to use your available earnings credit to offset certain Service charges. If your analyzed

accounts contain funds belonging to third parties, you represent that law, regulation or agreement with such third parties does not limit your use of any related earnings credit.

5. **Access to Account Data**. Some of the Services provide you with balance and other account information. Since we do not process certain information and transactions after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you can contact Online Banking support at 618-939-6194 extension 1912.

6. **Information Processing and Reporting.** We offer a number of Services that require us to receive process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

7. **Information You Provide to Us**. You assume the sole responsibility for providing complete and accurate information in the form and format that we require (e.g., in connection with wire and ACH transfers). We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you or your agents. We are not obligated to detect errors in your transfer or payment instructions.

8. **Your Instructions**. You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in transfer and payment instructions. If you describe any beneficiary or institution inconsistently by name and number, other institutions and we may process the transaction solely based on the number, even if the number identifies a person or entity different from the named beneficiary or institution.

9. **Your Review**. You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

10. **Reliance on Third Parties**. Our ability to provide certain Services (e.g., in connection with electronic data interchange) is dependent upon our ability to obtain or provide access to third party networks. In the event any third-party network is unavailable, or we determine, in our discretion, that we cannot continue providing any third-party network access, we may discontinue the related Service or may provide the Service through an alternate third-party network. In such situations, we will have no liability for the unavailability of access. The Customer shall assume full liability for any action made by any Third-Party Service Provider used by the Customer at its discretion to initiate entries on its behalf. We will not be responsible for any services you receive from third party vendors.

11. **User Guides and Security Procedures**. The Financial Institution will provide a User ID and/or passwords (collectively, a "Security Code") to access the Services. Business clients utilizing our ACH and/or Wire services will be required to sign in using a secure token. The primary accountholder and/or Administrator will be responsible for the security tokens assigned to each user. If the security token is lost, you must immediately notify the financial institution. There is a replacement cost if the security token is determined to be damaged or lost. If the account is closed, all security tokens must be returned to First National Bank of Waterloo. Each user for the Customer's cash management profile must also set up security questions when prompted. The user must be able to verify these security questions when challenged. If the user cannot correctly answer the questions, the transaction(s) will be declined. The Customer must then contact the **Financial Institution for assistance in order to proceed. The Customer is responsible for** contacting the Financial Institution if a transaction was declined. The Customer confirms that the method of data transmission and the associated security procedures selected by it are suitable and commercially reasonable for its purposes. It shall be the responsibility of the Customer to establish and maintain procedures to assure the confidentiality of passwords, Personal Identification Numbers, code usage, authentication or encryption procedures and to guard against unauthorized use of or access to any security procedures used for the transmission of file and entry data. The Customer shall notify the Financial Institution immediately if there has been a breach of security or a suspected breach of security (whether or not involving the Customer's employees or agents) to enable the Financial Institution to take steps to assist the Customer in protecting its data and its accounts. We will provide you with operating procedures and/or user guides ("User Guides") in connection with certain services. Each time you make a transfer or payment with a Service, you warrant that your security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer or payment order we receive through the Services, even if the order is not authorized by you, if it includes your Security Codes or is otherwise processed by us in accordance with our security procedures.

12. **Online Bill Payment Service.** This Service allows you to obtain information about your accounts and transactions, communicate with us electronically, and make payments to others.

    a. **Bill Payments**. You may make payments to others from one or more of your designated checking accounts with us. If you link more than one checking account to the Services, you must specify which account you wish to use in making payments.

b. **Eligible Payees**. We reserve the right to determine who may be a payee of online payments. You may not use the Service to pay taxes. Unless advised otherwise, payments may be made only to payees located in the United States.

c. **Initiating Payments**. To initiate a payment, you must specify the person or business you are paying, the date for processing your payment, the amount to be paid, and (if you have one) your account number with the payee. The first time you request a payment to be made to a payee, you must also specify the payee's address and the number of the account from which the payment is to be made. We may modify the payee address to accommodate special processing requirements. We will send your payment to the payee either by transferring the funds electronically or by mailing a check to the payee.

d. **Automatic Recurring Payments**. You may use the bill payment function to arrange for the automatic payment of bills that have a fixed frequency and amount. Once your automatic bill payment arrangements are established, we will make the payments without further requests by you. If the payment due date for an automatic payment falls on a weekend or holiday, the payment may be made the previous business day.

e. **Bill Payment Fees**. The first 15 items are free. After that, there will be a $.50 charge per item in that statement cycle. If you have more than one bill payment account, all items in each account will aggregate towards the initial 15 free items. After that, all items from each account will be charged the $.50 per item during that statement cycle.

f. **Charging Your Account**. When you submit a payment request, you authorize us to charge your designated account on the date we process the electronic payment. Payments made by check will be charged to your account on the date the check clears. We may treat online checks with the same effect as if you had signed them. You may not stop the payment of an online check once the transaction has been posted to your account.

g. **Scheduling Bill Payments**. Our online system will ask you to specify a "Pay Date" for each payment. Since we cannot initiate a payment by check or ACH transfer earlier than the business day following our receipt of your instruction, you may select any business day other than the current date as the Pay Date. You should enter and transmit your payment instructions to us five-to-ten business days before your payment is due (without regard to any grace period). The first time you initiate a bill payment for a specific payee, you must provide us with the necessary payment information and instruction 10 business days in advance of the date you want us to initiate payment. Although we may be able to pay certain payees electronically within three business days of the Pay Date, it may take longer for payments sent by mail, depending on the location of the payee and the speed of the mail. It is your responsibility to request that payments be made in such a manner that they will be received in time. You are solely responsible for any damages, such as late charges, which may be imposed because of your failure to identify the correct Pay Date and transmit your payment instructions to us in a timely manner. To ensure that critical or time-sensitive payments are received on time, you should consider establishing Pay Dates (especially for payees that will receive payments by mail) well in advance of the payment due date.

13. **Wire Transfer Service**. If you are approved for this Service, you can provide us with electronic instructions to transfer funds to third parties. You will receive a message that confirms our receipt of your wire instructions.

a. **Authorizations**. Customer requests the Financial Institution to honor and act upon all wire transfer requests made in accordance with Addendum B. The Customer may request the Financial Institution to transfer funds a) from specific account(s) at the Financial Institution to any other Bank account(s), and b) from account(s) at the Financial Institution to any account of a third party specified by the Customer, whether such third party account(s) are at the Financial Institution, or another financial institution.

The Financial Institution agrees to use its best effort to act upon all transfer requests on the day received, if received prior to the 2:00 p.m. Business day cutoff, and to use any means and routes that the Financial Institution, in its sole discretion, may consider suitable for the transmission of funds.

The Financial Institution may verify transfers with the Customer at the telephone number specified by the Customer. This number may be changed by written request of Customer; however, such change will not be effective until acknowledged in writing by the Financial Institution.

The Customer consents that the Financial Institution may record electronically or by other means any telephonic instructions or other instances received by the Financial Institution from the Customer.

b. **Wire Requests**. The Financial Institution will make wire transfers from collected funds in the account designated by the Customer in accordance with instructions originated on FNBusiness Link for Cash Management customers or in person, by phone or fax for other commercial customers. As used herein, the term "Authenticated Instructions" shall mean a request for transfer by wire from one Financial Institution account to any other account of the Customer or to the account of a third person at another financial institution.

The Customer agrees that transfer requests will not exceed the current collected balance in the Customer's account. If the Customer's account does not contain sufficient funds to accomplish such transfer, the Financial Institution may, or may not, debit the Customer's account into an overdraft and the Financial Institution will not be liable for damage to the Customer as a result thereof.

The Customer will supply the Financial Institution with any other information that the Financial Institution may reasonably request, including but not limited to, money amounts, accounts affected, dates of transfer, supplemental instructions, and further evidence of any authorized representative's authority to transfer funds or to do any other act contemplated under this agreement.

The Financial Institution may elect not to act upon a transfer request, for the Customer's protection, if the Financial Institution is unable to obtain proper verification of such request satisfactory to the Financial Institution, or if there is any inconsistency between a transfer request and information previously supplied to the Financial Institution, or if such request is not initiated in accordance with security procedures implemented by the Financial Institution. The Financial Institution agrees to notify the Customer of its election not to transfer funds.

For all wires transfers, the Financial Institution will take reasonable precautions to ensure the Customer information will remain confidential and protected from unauthorized access by third parties.

14. **Automated Clearing House ("ACH") Service**. If you are approved for this Service, you may initiate one day and/or two day credit entries and/or to receive payments by preauthorized automatic debits from designated accounts of the Customer's customers ("Receivers") maintained at the Financial Institution and other financial institutions ("Receiving Financial Institution(s)") which are connected to an ACH Operator, (i.e., The Federal Reserve Bank) or other Automated Clearing House (ACH) associations. Company wishes to initiate (i.e. Credit, Debit, OR both) (i.e. PPD, CCD, CTX etc.) entries pursuant to the terms of this Agreement and the ACH Rules (the Rules), of the National Automated Clearing House Association ("NACHA"). Financial Institution agrees to act as an Originating Depository Financial Institution (ODFI) with respect to such entries originated by the Customer in accordance with the Rules. The Customer shall not engage in the following lines of business without first notifying the Financial Institution: online payment processors, credit-repair services, mail order and telephone order (MOTO) companies, illegal online gambling operations, business located offshore, and adult entertainment businesses.

    a. **ACH Rules**. The Customer has access to, acknowledges receipt of, or acknowledges its ability to purchase a copy of the Rules if it so desires. The Customer agrees to comply with and be bound by the Rules. In the event the Customer violates any of the applicable Rules and NACHA imposes a fine on the Financial Institution because of the Customer's violation, the Financial Institution may charge the fine to the Customer. The Financial Institution agrees to inform the Customer of revisions to the Rules of which the Financial Institution has knowledge. The Financial Institution has the right to periodically audit the Customer, the Entries initiated, and any associated documentation to ensure compliance with the Rules, U.S. law and Financial Institution policies. The Financial Institution must not disclose the Receiver's account and/or routing number to any third party for such third party's use, directly or indirectly to initiate a separate debit entry, and must ensure that the Customer and any Third Party Service Provider acting on behalf of the Customer must do the same. The Customer is required to establish, implement, and (as appropriate) update security procedures and systems relating to the initiation, processing and storage of ACH entries and upon request of the Financial Institution provide documentation to support these policies. The security policies and procedures should protect; a) the confidentiality and integrity of Protected Information; b) against anticipated threats or hazards to the security of integrity of Protected Information; and c) unauthorized use of Protected Information that could result in substantial harm to a natural person.

b. **Funds Transfer Transactions**. For the purpose of effecting funds transfers to or from designated deposit accounts of Receivers maintained at the Financial Institution ("On-Us Funds Transfer") and/or at other Receiving Financial Institutions through an ACH ("ACH Funds Transfer") (both referred to hereinafter as "Funds Transfer"), the Financial Institution agrees that the Customer may, from time to time, initiate electronic entries to or from said deposit accounts maintained by Receivers at the Financial Institution and/or at Receiving Financial Institutions. The Financial Institution agrees to act as Originating Depository Financial Institution for Funds Transfers originated by the Customer in accordance with the Rules.

c. **Customer Account(s) - Authorizations**. The Customer has established and designated one or more demand deposit accounts (the "Customer Accounts") as named in Addendum C, which the Customer authorizes the Financial Institution to debit and/or credit. In addition to one or more demand deposit accounts named on Addendum C for ACH origination purposes, if a Customer wishes to initiate Same Day Ach Credit or Debit Entries, please refer to Addendum D, Same Day ACH Addendum.

d. **Aggregate Exposure**. Because the origination of Funds Transfers represents a potential credit exposure to the Financial Institution by the Customer, the Customer agrees not to initiate entries that would result in aggregate exposure to the Customer Account(s) in excess of the amounts as specified in the most recent Addendum C accompanying this Agreement. The Customer authorizes the Financial Institution to make any credit inquiry it deems necessary or advisable to check upon or verify the Customer's credit history in the establishment of an aggregate credit exposure level under this Agreement. The Financial Institution reserves the right to refuse to process the Customer's requests for entries if this limit is exceeded and assumes no liability for suspended or late transmissions. A waiver or failure to exercise this right of refusal in any one or more instances shall not preclude the exercise of such right in any future instance or constitute a course of business conduct by the Financial Institution on which the Customer may rely. The Financial Institution agrees to notify the Customer concerning a funds transfer request that has been suspended.

e. **Return Entries**. The Customer agrees that the Financial Institution may immediately apply to the designated Customer Account (or to any account maintained by the Customer at the Financial Institution if said designated Customer Account does not have a sufficient balance) the amount of Funds Transfers returned by a Receiving Financial Institution or an ACH for any reason in compliance with the Rules. The Financial Institution agrees to attempt to give the Customer notice of any returned entry.

f. **Preparation of Entries**. The Financial Institution will execute Funds Transfers based on entry information provided by the Customer. Such entry information provided to the Financial Institution will meet the form, content and delivery requirements set forth in the Rules. The Financial Institution shall have no obligation to act on entry information not in compliance with the Rules.

g. **Processing Calendar**. The Financial Institution will provide the Customer with a current-year processing calendar upon acceptance of the Agreement and, thereafter, on an annual basis. This calendar will indicate any days observed as holidays by the Financial Institution for that year.

h. **Authorization by Receivers**. The Customer shall obtain from each Receiver such signed authorization to the Customer to initiate entries as shall be required by the Rules applicable by law. The Customer shall retain the original or copies of each signed authorization for two years after termination or revocation of such authorization and provide copies of the said authorization(s) to any requesting Receiving Financial Institution as required by the Rules. The Customer will not share Receiver's information such as an account number or routing number with a third party for use in initiating a debit entry that is not part of the original authorization.

i. **Pre-notification**. In accordance with the Rules and prior to the initiation of the first dollar entries, the Customer has the option to deliver notification ("pre-notification"). The Financial Institution will route pre-notifications to the Receiver's Depository Financial Institution ("RDFI") so that the Receiver's account number may be verified by the RDFI institution prior to origination of the first dollar entry. Three banking days after the pre-notification effective date, and provided the Customer has not received notice that the Receiving Financial Institution will not accept such entries or that the Receiving Financial Institution requires changes be made prior to the initiation of such entries, the Customer may initiate dollar entries to Receiver accounts. The Financial Institution will assume no liability for non-responsiveness to pre-notifications originated by the Customer, except in its role as Receiving Depository Financial Institution, as specified in the Rules. The Financial Institution will not actively monitor the delivery of pre-notifications and does not assume liability that may result from the Customer's decision not to enter pre-note entries.

j. **Method of Transmission.** The Customer may deliver files to the Financial Institution for processing. The Customer shall be responsible for following all security procedures designated by the Financial Institution for the particular method of data transmission to ensure the protection of the Customer and the Financial Institution against fraud and error in the transmission of files and entry data, as well as the size, type and frequency of the entries to be transmitted.

k. **Transmittal of Entries.** The Financial Institution will transmit entries which comply with the requirements provided for herein to its selected ACH Operator, as defined in the Rules, by 4:00pm CST business day cutoff time. Same Day ACH cut off times are listed on Addendum D. Business days are Monday through Friday, excluding Saturday, Sunday and federal banking holidays as set forth in the Processing Calendar, Paragraph 14, g above. In the event that the Financial Institution receives entry information after the published cutoff time, the Financial Institution shall have no obligation to transmit the entries derived there from to the ACH Operator prior to such deadline. In the event that entries are delivered to the Financial Institution after the published cutoff time, or on a

non-banking day, the Financial Institution will process the file for the next appropriate Operator cutoff.

l. **Resubmit**. In the event entries are rejected by the ACH Operator for any reason, it shall be the responsibility of the Customer to resubmit such entries, provided, however, that the Financial Institution shall resubmit such entries in any case where rejection by the ACH Operator was due to mishandling of entries by the Financial Institution and sufficient data is available to the Financial Institution to permit it to remake the entries. According to the ACH Rules, the Customer or Financial Institution must submit Reinitiated Entries as a separate batch that contains the word "RETRY PYMT" in the Company Entry Description field of the Company/Batch Header Record. The Customer shall retain and provide the Financial Institution on request all information necessary to resubmit any file of entries for three (3) days after midnight of the Settlement Date.

m. **Payment with Respect to Credit Entries**. The Financial Institution will debit the designated Customer Account for all credit entries executed by the Financial Institution. No later than the opening of business on the settlement date, the Customer shall place in the Customer Account sufficient immediately available funds to pay such credit entries executed by the Financial Institution. The Financial Institution will promptly credit the Customer Account with the amount of any entries (which was a debit to the Customer Account) which is rejected by the Financial Institution, and any other credit entry, which is returned by the Receiving Financial Institution if the Financial Institution has obtained payment for the returned entry from the Receiving Financial Institution. Financial Institution shall have the right, in its discretion, to require prefunding, placing a hold or holds on funds or any other action it deems necessary or advisable.

n. **Payment with Respect to Debit Entries**. The Financial Institution will credit the Customer Account with immediately available funds for any debit entries executed by the Financial Institution no later than end of day on settlement date. The Customer agrees that the Financial Institution may immediately charge to the Customer Account the amount of each debit that is returned unpaid by any Receiving Financial Institution according to the Rules, plus any applicable returned payment fees as set forth by the Financial Institution. The Financial Institution agrees to give the Customer prompt notice of the amount of each such entry.

o. **Payments Provisional**. Any credits to the Customer's account(s) for any debit entries originated by the Customer are provisional until the Financial Institution receives final settlement for such entries. The Customer acknowledges and agrees that if the Financial Institution does not receive final settlement, the Financial Institution is entitled to a refund of the amount credited to the Customer's account(s) for that transaction and the Customer or the Receiver, as the case may be, shall not be deemed to have paid the amount of the entry.

p. **Reversing Entries**. The Financial Institution will not execute reversing entries. The Customer is solely responsible for making any corrections of entry information performed by the Customer's officers, employees or agents. The Financial Institution

does not guarantee that the Receiving Financial Institution will accept such reversing entries. If Receiving Financial Institution does not or cannot accept a reversing entry, the Financial Institution shall have no further obligations to the Customer with respect to such reversing entry, except to notify the Customer. In accordance with the Rules, the Customer agrees to provide notice to a Receiver of a reversing entry to his or her account, either at or prior to the time of transmission of the entry to the Financial Institution. According to the ACH Rules, the Customer must submit reversing entries as a separate batch that contains the word "REVERSAL" in the Company Entry Description field of the Company/Batch Header Record and must be sent within five banking days of the settlement date of the original entries.

q. **Cancellation of Funds Transfers.** The Financial Institution has no obligation to cancel or amend a Funds Transfer after it has been received. However, the Financial Institution will make a reasonable effort to act on a request for cancellation or amendment of a Funds Transfer, provided that the Financial Institution receives such a request before it executes such Funds Transfer and has a reasonable time to respond to the request, but the Financial Institution will have no liability if the requested cancellation or amendment is not accomplished.

r. **Accuracy of Entries, Reliance on Account Number**. The Financial Institution may rely upon the authenticity and accuracy of communications made to the Financial Institution on behalf of the Customer by an authorized signer on Customer's Account or their designee, which communication complies with applicable security procedures. The Customer understands that financial institutions routinely rely on account numbers in executing payment orders and funds transfers. Accordingly, in the event that the Customer issues an entry in which a Receiver is inconsistently identified by both a name and account number, the Customer understands that the receiving Financial Institution may rely solely on the account number provided as the proper designation for the Receiver.

s. **Financial Institution Liability.** The Financial Institution's duties and responsibilities under this Agreement will be limited to those expressly set forth and undertaken in this Agreement, and to those of an Originating Depository Financial Institution under the Rules. The Financial Institution will exercise ordinary care in performing the services provided for herein. The Financial Institution shall have no liability or responsibility to the Customer with regard to any other matter including, without limitation, any act or omission by an ACH, or any other Receiving Financial Institution, any Federal Reserve Bank, or any other person or entity. The Financial Institution shall not be responsible nor liable for any unauthorized entries initiated by any unauthorized person who has gained access to the Financial Institution's computer systems for ACH transmissions through no fault of or breach in security by the Financial Institution or by any employee or agent of the Financial Institution. The Financial Institution shall have no liability to the Customer for any damages or losses due to acts of God, fire or other catastrophe, strikes, breakdowns, electrical or computer failure (unless caused by the Financial Institution's negligent failure to properly service or maintain the Financial Institution's computer and communication equipment) or other nonfunctioning of equipment, impossibility of

performance or other causes or circumstances beyond the Financial Institution's reasonable control. The Financial Institution's liability shall extend only to direct loss. To the maximum extent contemplated by law and by the Rules, the Financial Institution shall not be liable for indirect, consequential or special losses or damages even if they were foreseeable or the Financial Institution is advised as to the possibility of such losses or damages.

Should the Financial Institution be required to pay the Customer interest in connection with any entry, such interest shall be computed based on the interbank compensation rules to which the Financial Institution subscribes. All such claims must be made in writing and received by the Financial Institution within a reasonable time not exceeding sixty (60) days from the statement date of the transaction on which the claim for compensation is based.

If the Customer uses this service for the purpose of transmitting tax payments to any governmental taxing or tax collecting agency or authority, as Receiver, in the case of a delay or noncompletion by the Financial Institution in transmitting any such tax payment, the Financial Institution shall be liable only to pay interest to the Customer for the number of days of delay computed on the basis of the interbank compensation rules to which the Financial Institution subscribes.

t. **Customer's Liability**. Customer shall be liable for all losses or damage sustained by the Customer or the Financial Institution, which is caused by:

   i. The improper operation, mechanical failure or failure to properly service or maintain any personal computer(s) utilized by the Customer in connection with this service.

   ii. Any misconduct or negligence of the Customer's officers, employees or agents in performing any of the Customer's duties or functions here under including, but not limited to, explicitly following the security procedures or exceeding the authority granted by the Customer or disclosing any impropriety information.

   iii. The Customer's failure to notify the Financial Institution in an accurate and timely manner of authorizations or withdrawal of such authorizations, instructions or other information required from time to time.

   iv. The Customer's failure to comply with the Rules.

   v. The crediting or debiting of the amount of any entry including, but not limited to, any reversing or correcting entry, to the account of any person or entity in accordance with the instructions of the Customer.

   vi. Delay of the Customer in initiating or the failure of the Customer to initiate any entry; and

vii. Acts of, or claims by, any service bureau or other agent engaged or employed by the Customer which receives entry information from the Customer and provides such information to the Financial Institution. The Customer shall indemnify the Financial Institution against and hold the Financial Institution harmless from any claims, demands, losses, liabilities and expenses (including attorney's fees and costs) arising from and in connection with the foregoing.

u. **Notice of Receipt of ACH Items**. Under the Rules, the Financial Institution is not required to give next-day notice to the Customer of receipt of an ACH item, and the Financial Institution will not do so. The Financial Institution will provide notice of receipt of all ACH items for the account of the Customer in the Customer's periodic Bank statements and other applicable account reporting services of the Financial Institution, which the Customer utilizes.

v. **Account Reconciliation**. Charge transactions and deposit transactions posted to the Customer's accounts will be reflected on the periodic statements issued by the Financial Institution with respect to each account. The Customer agrees to promptly notify the Financial Institution of any discrepancies between the Customer's records and the information shown on any such periodic statement. If the Customer fails to notify Financial Institution of any discrepancy within thirty (30) days of receipt of such statement, the Financial Institution will not be liable for loss of interest with respect to such entries. If the Customer fails to notify Financial Institution of any such discrepancy within sixty (60) days of receipt of such periodic statement, the Customer shall be precluded from asserting such discrepancy against the Financial Institution.

w. **ACH Miscellaneous**. The Customer acknowledges and agrees:

i. That no ACH transaction originated by Customer is in violation of any of the laws of the United States. The Customer expressly warrants that no entry delivered to the Financial Institution will, if accepted by the Financial Institution, cause the Financial Institution to be in violation of any sanction administered by the Office of Foreign Assets Control (OFAC).

ii. That the Financial Institution is not obligated to receive, post, or transmit addenda records, which may accompany certain ACH payments unless prior notification has been afforded the Financial Institution and an agreement addressing data formatting, method of data transmission, and service compensation has been established between the parties.

iii. That the Financial Institution is not obligated to accommodate the request for and response to an ACH Acknowledgment indicator received by the Financial Institution on the Customer’s behalf, unless prior notification has been afforded the Financial Institution and service compensation has been established between the parties.

iv. To utilize the ACH transfer system and ACH Operator selected by the Financial Institution.

15. **Remote Deposit Capture.** If you are approved and meet the requirements for the Service, you will have the capability to electronically and remotely deposit negotiable instruments (i.e. Personal and Business Checks) into the determined deposit account(s) with us. All costs, equipment, and transactional limits will be agreed to and signed on Addendum E

    a. **Qualifying and Non-Qualifying Items**. The checks and/or money orders ("checks') that are included in the remote deposit must be Qualifying Items by way of the following definition. Those items that are Non-Qualifying Items cannot be deposited by remote deposit capture; they will need to be presented to a bank teller for deposit.

       Qualifying Items:

       i. Checks that are entirely completed and received within the ordinary course of business.
       ii. Checks that are made payable to the business.
       iii. Checks that are drawn upon United States financial institutions.

       Non-Qualifying Items:

       v. Third party checks or checks requiring multiple endorsements.
       vi. Savings bonds.
       vii. Foreign checks (not drawn on United States financial institution).
       viii. Altered or incomplete checks.
       ix. Stale dated checks (checks over six months old).
       x. Checks payable to an affiliate of the business.

    b. **Image Quality Requirements**. The images of Qualifying Items you send us will be sufficiently inclusive and high quality to permit us to satisfy all pertinent requirements of the following: the Check 21 Act; all related laws or regulations; all other state or federal laws and regulations; The American National Standards Institute; The Electronic Check Clearing House Organization; and all other clearing houses or associations.

    c. **Receipt Deadline**. The deadline (Receipt Deadline) for our receipt of Remote Deposits is 4:00pm CST on a Banking Day. Any Remote Deposits not received on a Banking Day or not received in their entirety by the Receipt Deadline on a Banking Day will be considered to have been received on the next Banking Day

    d. **Acceptance or Rejection Deadline** The deadline (Acceptance or Rejection Deadline) for our sending you either acceptances for deposit or rejections with respect to Qualifying Items included in your Remote Deposits is 4:00 PM CST the next Banking Day after we receive the Remote Deposits. We will send you acceptances for deposit or rejections via the Internet and they will be effective when sent whether or not they are received by you. Such acceptances for deposit or rejections will reasonably identify each of the Qualifying Items accepted and each of the Qualifying Items rejected. If we do not send you either an acceptance for deposit or a rejection with respect to a Qualifying Item included in a received Remote Deposit by the Acceptance or Rejection Deadline, the Qualifying Item will automatically be accepted for deposit.

e. **Retention/Destruction of Original Items** You will retain, preserve and keep secure the paper original of each Qualifying Item included in a Remote Deposit for the period of 90 Days after it is accepted for deposit and will destroy it immediately after the expiration of that period.

f. **Internet Addresses and Other Information**. You and we will provide each other with Internet addresses and other information as needed for purposes of this Agreement and will update such information as needed. Acceptance Required. We will credit your Account for a Qualifying Item included in a Remote Deposit if, but only if, we have received it, and it has been accepted for deposit. We can reject an item included in a Remote Deposit for any reason or for no reason at all.

g. **Provisional Credit Only**. Any credit to your Account of a Qualifying Item included in a Remote Deposit (including Qualifying Items drawn "on us") is provisional only until collection is final. Until final settlement, we will act only as your agent, regardless of the form of indorsement or lack of indorsement on a Qualifying Item, even if we have provisionally credited your Account. We can reverse any provisional credit to your Account of a Qualifying Item included in a Remote Deposit that is lost, stolen, or returned. You will indemnify us and hold us harmless from any loss we may incur because of our lawfully reversing provisional credit to your Account.

h. **Failures or Alterations in Transmission**. We will not be liable for any failures or alterations in the transmission of Remote Deposits to us.

i. **Presentment/Collection**. Presentment and collection of Qualifying Items included in Remote Deposits will be by any means and through any clearing agents, we deem appropriate, and you consent to any applicable clearinghouse rules. Funds Availability. Funds from Qualifying Items included in Remote Deposits will be available to you at such times after their acceptance for deposit under this Agreement as they would be available to you after their acceptance for deposit had they been deposited as paper originals in person to one of our employees at our main facility (under our policies as reflected in our then current funds availability disclosure and 12 CFR 229.10, et seq.). Even after funds are available to you and have been withdrawn, you will still be responsible for returned items or any other problems with the Remote Deposit.

j. **Warranties**. Unless prohibited by law, by making Remote Deposits you make the following warranties to us and agree to indemnify us and hold us harmless from any breach of such warranties, including payment of our reasonable attorneys' fees and litigation expenses:

    i. That you will only deposit Qualifying Items.

    ii. That you were entitled to deposit each of the Qualifying Items included in your Remote Deposits.

iii. That only paper originals of bona fide Qualified Items have been scanned for Remote Deposit.

iv. That each of the Qualifying Items included in your Remote Deposits was duly authorized in the amount stated on the Qualifying Item and to the payee stated on the Qualifying Item.

v. That there was and will be no duplication among Qualifying Items included in your Remote Deposits.

vi. That you will not deposit or redeposit the original check, substitute check or paper or electronic reproduction of the original or substitute check of the Qualifying Items included in your Remote Deposits without our informed consent.

vii. That we will not suffer any loss as a result of your Remote Deposits.

viii. That we will not suffer any loss as a result of your retention or destruction of the paper originals of Qualifying Items included in your Remote Deposits.

ix. That all information you provide to us regarding your Remote Deposits will be accurate.

x. That your Remote Deposits and all information you provide to us will be virus-free.

xi. That your Remote Deposits will not violate any laws; and

xii. That you have performed and will perform all your obligations under this Agreement.

k. **Return Items**. If Qualifying Items included in your Remote Deposits are returned, we will provide you with images or substitute checks of the returned items, rather than the paper originals.

l. **Statements**. You will examine your statement with reasonable promptness and report to us any alterations or unauthorized signatures purporting to be yours or on your behalf relating to Remote Deposits that you discover, or reasonably should have discovered. Reasonable promptness for this purpose will not exceed 30 days from when the statement was first sent or made available to you. If you do not make such a report with reasonable promptness, you cannot assert against us such alterations or unauthorized signatures, or any others made by the same wrongdoer before we receive such a report, unless we failed to exercise good faith, or unless we failed to exercise reasonable care. If we fail to exercise reasonable care, the loss will be allocated between you and us according to the extent to which your and our failure to exercise reasonable care contributed to the loss. In addition, if you do not discover and report to us any such alterations, unauthorized signatures, or any other issues regarding Remote Deposits within 60 days from when the statement including the Remote Deposits was first

sent or made available to you, you cannot assert them against us, even if we failed to exercise reasonable care. The loss will be entirely yours.

m. **Information and Access**. You will promptly provide us with any information, including financial information, we request that is pertinent in any way to your Remote Deposits or this Agreement. In addition, upon our request you will grant us access to your documents and records sufficient to permit us to determine whether you are complying with the requirements of this Agreement.

16. **Positive Pay, Reverse Positive Pay and ACH Positive Pay Programs.** If you are approved, you may use our Check Positive Pay program, Reverse Positive Pay program, and/or our ACH Positive Pay program. In general, the positive pay programs allow you to provide the Bank with a list of your issued checks or ACH transactions, and if there are any discrepancies between your list and the items that are presented to the Bank for payment, the Bank will provide you with a list of the exception checks and/or ACH transactions for you to review, and you will instruct the Bank whether to pay or return. In general, the reverse positive pay program allows you to review a list of the checks that were presented to the bank for payment, and you will instruct the bank whether to pay or return. More specific terms and applicable deadlines are provided below and in **Addendum F**. You and the Bank will need to sign an **Addendum F** for each of your accounts that you wish to enroll, to indicate your acceptance of the terms and fees associated with these programs.

    a. **Account.** You can determine which of your deposit accounts will be covered by which programs.

    b. **Check.** A check is defined by Reg. CC, 12 CFR 229.2(aaa), and includes substitute checks.

    c. **ACH transaction.** ACH transactions are direct deposits and direct payments which are processed through the Automated Clearing House (ACH) network as defined by Nacha (previously known as the National Automated Clearing House Association).

    d. **Negotiable Instrument**. Except as otherwise provided in this Agreement, terms have the meanings provided in the Negotiable Instruments and Bank Deposits and Collections articles of the Uniform Commercial Code as adopted by the State of Illinois.

    e. **Communication.** The use of these programs requires open and consistent communication, through the Customer's prompt and timely submission of lists and instructions, as applicable, with deadlines, all as detailed on **Addendum F** by an authorized user through First National Bank of Waterloo's online banking system. A default instruction must be chosen by the Customer for each of the programs, as detailed on **Addendum F**. The identity, addition, removal, and monitoring of the authorized user or users of the Customer's account through First National Bank of Waterloo's online banking system is the sole responsibility of the Customer.

    f. **Customer Error.** The Bank is not responsible for detecting or correcting any Customer error contained in any Issued Lists, pay instruction or return instruction sent by the Company to the Bank for any of the programs. The Customer will be solely liable for all losses relating to any untimely or inaccurate pay instruction or return instruction submitted by the Customer to the Bank.

g. **Unauthorized Submissions.** You are solely responsible for avoiding unauthorized Issued Lists, pay orders, return orders, and all other instructions submitted to the Bank. You are bound by all Issued Lists, pay orders, return orders, and all other instructions submitted to the Bank over First National Bank of Waterloo's online banking system purporting to be yours, even if they are not authorized by you.

h. **No Further Obligation.** Unless prohibited by law, the Bank will have no further obligation or liability to pay, or for paying, checks or ACH items received for payment except as provided in this Agreement and **Addendum F**, and you will indemnify us and hold us harmless from any further obligation or liability.

i. **Change in Internet Email Address.** You can change your internet email address by 10 days' advance written notice actually received by the Bank.

17. **Electronic Data Interchange Service**. If you are approved for this Service, you may originate or receive data transmissions that consist of documents and payment instructions. This Agreement applies only to the EDI Services that we provide to you. The legal relationships, and the terms and conditions relating thereto, between you and your trading partners will be governed by the terms of the EDI contracts between you and them and will not be binding on us.

18. **Stop Payment Service**. You may stop payment on a check by providing us with timely, complete and accurate information on: the number of the account in question; the date of the item; the item number; the payee information; and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. Requests become effective when we confirm their receipt and have verified that the item has not been paid. From time to time, the on-line system may be inoperable. If that occurs, your request can be communicated to us by telephone or in writing.

General Provisions. The following clauses are applicable to all Services provided in this Agreement pending your approval of any or all Services provided:

19. **Amending/Canceling a Transaction**. Unless this Agreement or your User Guide provides otherwise, you do not have a right to cancel or amend a payment or transfer instruction (e.g., an ACH payment) once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result in if the reversal is not affected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction you wish to stop. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to affect any reversal. You are solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

20. **Our Rejection of Transactions**. We may refuse any transfer or payment instruction without cause or prior notice.

21. **Notice of Returned Payments or Transfers.** We may notify you electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned (e.g., by the ACH) for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our

failure to properly execute your instruction. You agree to pay any return payment fees in accordance with the Bank's customary pricing. Such fees will be paid via a debit to the Customer's account at the bank.

22. **Unauthorized Transactions**. We may process any payment or transfer instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the security procedures (e.g., we obtain the Security Code) you and we have agreed upon for the Service. The instructions will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such transactions, even though they are not transmitted or authorized by you.

    We may elect to verify the authenticity or content of any instruction, as an alternative security procedure, by placing a call to any authorized signer on your account or any other person designated by you for that purpose. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.

23. **Transaction Limits and Safeguards**. You agree not to exceed the Service transaction limits we establish from time to time for your account in connection with ACH, Wires, and Remote Deposit Capture. You agree that you will not allow anyone to initiate transfer or payment instructions on your behalf without proper supervision and adequate safeguards, and that you will review pending payment and transfer instructions prior to their submission to us to ensure that they are complete, accurate and properly authorized.

24. **Electronic Mail/Internet**. If you send us electronic mail ("e-mail"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice and reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third-party networks or people with access to the Internet. As such, we recommend that you not send account data or other sensitive information to us by e-mail.

    a. Your use of the Internet will be entirely at your own risk. We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or of any Internet web site, including without limitation our web site; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.

    b. You agree that: (a) Internet services are provided to you on an "as is" basis, without warranties of any kind; (b) we, our affiliates, Internet service providers, and licensors will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (c) you will comply with all laws applicable to your Internet activities; (d) you will not transmit any information which is defamatory, abusive, or which may give rise to civil liability; (e) we may monitor your e-mail and Internet

communications with our employees; and (f) our Internet Service will be subject to the additional qualifications and operating rules, if any, set forth on our web site.

25. **Cutoff Hours**. A number of our Services are subject to processing cutoff hours (Central Time): 2:00 p.m. for wire transfer orders, 4:00 p.m. for ACH transaction entries; and 7:00 p.m. for internal book transfers. Instructions received after the cutoff hour or on a non-business day may be deemed received as of the next business day. Our business days are Monday through Friday, excluding Saturday, Sunday and federal banking holidays. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

26. **Limitation of Liability**. Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your Account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer's recommendations or our Service instructions. There may be other exceptions to our liability, as stated in your deposit or other Service agreements with us.

    We will not be responsible under any circumstances for special, indirect, or consequential damages that you incur because of our actions or omissions, even if we are aware of the possibility of such damages. Our liability and your remedy for actual costs and losses resulting from our actions and/or omissions, whether the claim is in contract or tort, will not exceed six times the average monthly charge for the Service(s) in question for the three months immediately preceding the cost or loss.

    Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event-giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Services.

    You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

Should the Financial Institution be required to pay the Customer interest in connection with any entry, such interest shall be computed based on the interbank compensation rules to which the Financial Institution subscribes. All such claims must be made in writing and received by the Financial Institution within a reasonable time not exceeding sixty (60) days from the date of the transaction on which the claim for compensation is based.

If the Customer uses this service for the purpose of transmitting tax payments to any governmental taxing or tax collecting agency or authority, as Receiver, in the case of a delay or noncompletion by the Financial Institution in transmitting any such tax payment, the Financial Institution shall be liable only to pay interest to the Customer for the number of days of delay computed on the basis of the interbank compensation rules to which the Financial Institution subscribes.

27. **Indemnification**. You agree to indemnify, defend and hold us, our parent company, affiliates and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; or (b) the actions or omissions of you, your agents or employees.

28. **Arbitration.** At your or our request, any claim or controversy that arises out of or relates to this Agreement or the Services will be submitted to arbitration in accordance with the terms of your deposit agreement with us.

29. **Statements and Notices**. Information on transfers to or from your accounts will be reflected on your periodic statements and will be available to you online. We are not required to provide you with any other notice of the receipt, transmittal or debiting of wire transfers, ACH entries or bill payments.

    a. You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of the Security Codes or User Guide; or (d) other problems related to the Services. You must send us written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time set forth in the Terms and Conditions of your Account Agreement. If you fail to notify us within the time frames set forth in the Terms and Conditions of your Account Agreement, you agree that, in addition to any other limitations on our liability: (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from your failure to give us such notice or that might have been prevented by your giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest that results from your failure to give us such notice or which might have been prevented by your giving us such notice.

    b. Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you electronically at the statement, email, or mailing address

shown for you in our deposit or Service records. Notices to us must be mailed or delivered to us at First National Bank of Waterloo, P. O. Box 507, Waterloo Il 62298.

30. **Your Records**. This Agreement and the Services are not intended to relieve you of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. You agree to retain and provide us, upon request, with all necessary information to remake or reconstruct any deposit, transmission, file or entry until ten business days following receipt by us of the deposit, file, entry, transmission, or other order affecting an account.

31. **Termination**. You or we may terminate this Agreement as to some or all of the Services, with or without cause, by giving 30 days prior notice to the other party. We may suspend or terminate your Services or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) the confidentiality of your Security Code is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or any of the Services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination.

    The Bank has executed two counterpart originals of this Agreement. The Bank requests that the Customer assent to this Agreement and the accompanying schedules by signing both counterpart originals and returning one counterpart original to the Bank.

32. **Applicable Law**. All funds' transfers to which Customer and the Financial Institution are a party, to the extent not covered by Federal law and regulations and/or the Rules, shall be governed by the laws of the State of Illinois, including the Illinois Uniform Commercial Code.

33. **Electronic Signatures**. The words "execution", "signed", "signature," "subscribed" and any similar words shall include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, to the extent and as provided for in any applicable law, including without limitation the Federal Electronic Signatures in Global and National Commerce Act, the Illinois Electronic Commerce Security Act, or any other similar state laws based on the Uniform Electronic Transactions Act for this document and any addendums attached to this document.

We accept the above terms and wish to begin using the FNBusiness Link.