

e-BankPlus Personal Online Banking Agreement and ESIGN Consent and Disclosure

The following information shall constitute the e-BankPlus Personal Online Banking Agreement and ESIGN Consent and Disclosure between you and BankPlus (“BankPlus,” “Bank,” “we,” “our,” “ours”). The terms “you,” “your,” or “Customer” refer to all owners of the Account(s) (as defined in Section 1.3 below) as well as any person who approves this e-BankPlus Personal Online Banking Agreement and ESIGN Consent and Disclosure. This e-BankPlus Personal Online Banking Agreement and ESIGN Consent and Disclosure sets forth the terms and conditions governing the Online Banking services that we make available over the Internet (“Service”) to you or anyone authorized by you with respect to your Accounts (as defined below) and describes your and our rights, responsibilities and obligations. This e-BankPlus Personal Online Banking Agreement and ESIGN Consent and Disclosure also includes by reference, as applicable, the signature cards for your Accounts; your Deposit Account Agreement (as defined in Section 0 below); the Common Fee Schedule; Schedule of Fees located at www.bankplus.net, and all other applicable rate and fee schedules; Funds Availability Disclosure; all other instructions (including Operating Instructions, as such term is defined below); if you are a Consumer, (i) Truth in Savings Disclosures; (ii) Electronic Funds Transfer Agreement and Disclosure (“EFTA”); and the terms and conditions contained or referenced herein relating to specific services that may be provided in connection herewith (this e-BankPlus Personal Online Banking Agreement and ESIGN Consent and Disclosure and all of the aforesaid related agreements, schedules or disclosures being referenced herein collectively as this “Agreement”).

By selecting the “I Agree” button at the end of this Agreement, or using the Online Banking service, you agree to the terms and conditions of this Agreement.

Bank, in its sole discretion, may not permit Customer to use the Service until Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to receive and review this Agreement and activate the Service. Customer agrees that the use by Customer of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer’s acceptance of and agreement to Bank’s terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement or otherwise prescribed by Bank. In order to activate the Service, you must have at least one Account with us linked to the Service.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Bank, intending to be legally bound, do hereby agree as follows:

Article I. Definitions.

The following terms and definitions apply when used in this Agreement.

- 1.1.** “Access Device” means access equipment, including but not limited to a personal computer or a Mobile Device, that meets the requirements for use of the Service.
- 1.2.** “Access Device System” means all software, hardware, Access Devices or other equipment necessary to access the Services.
- 1.3.** “Account” or “Accounts” means one or more checking, savings, money market deposit, certificates of deposit, or loan accounts that you have with us.
- 1.4.** “Account Access” means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.
- 1.5.** “Account Agreement” means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.
- 1.6.** “ACH” means Automated Clearing House.
- 1.7.** “ACH Services” means the services provided by us through which you may initiate electronic signals for paperless debit entries and credit entries to accounts maintained by us or by other depository financial institutions, by means of ACH.
- 1.8.** “Authorized Signer” means a person with authority (with respect to the account(s)).
- 1.9.** “Bill Payment Account” means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Online Banking Service.
- 1.10.** “Bill Payment Service” or “e-BankPlus Bill Pay Service” means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us, via personal computer, entered through Online Banking.
- 1.11.** “Bill Payment” or “Payment” means the remittance of funds, initiated through the Online Banking Service, from a Bill Payment Account to a Payee.
- 1.12.** “Biometric Logon” means an authentication method to assist in verifying your identity, which may collect or capture images from your face or fingerprint (image capture), or capture characteristics unique to your voice (audio recording).
- 1.13.** “Business Day(s)” means Monday through Friday during the Bank’s hours of operation set forth in Section 10.2 of this Agreement. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.
- 1.14.** “Consumer” means a natural person that is an account owner and who uses the account primarily for personal, family or household

purposes.

- 1.15.** "Deposit Account Agreement" has the meaning provided in Section 0.
- 1.16.** "e-BankPlus Account Access" (Access) means your ability to access account and transaction information on Account(s) and transfer funds between Accounts through the e-BankPlus Online Banking Service.
- 1.17.** "e-BankPlus Bill Pay Service" means the Bill Payer application of e-BankPlus made available to you pursuant to a License Agreement with CheckFree®, or any other third party bill payer service as may be determined by BankPlus from time to time (hereinafter "CheckFree®"). Please refer to the Terms and Conditions of the Bill Pay Service which are incorporated herein by reference.
- 1.18.** "e-BankPlus Payment Account" (Bill Pay Account) means the Bill Payment account established through CheckFree®. Please refer to the CheckFree® Terms and Conditions of the Bill Pay Service.
- 1.19.** "e-BankPlus Secure Login" (Multifactor Authentication) means the extra security step that identifies an authorized user as the true authorized user of an account by recognizing not only the authorized user's password but also the authorized user's computer.
- 1.20.** "Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.
- 1.21.** "External Accounts" means a consumer account(s) held by you at other financial institutions within the United States.
- 1.22.** "Non-Customer External Account" means an account(s) held by a third-party at other financial institutions within the United States.
- 1.23.** "External Transfer" or the "External Transfer Service" means the Transfer of funds between your deposit Account(s) at BankPlus and an External Account(s) or a Non-Customer External Account.
- 1.24.** "Funds transfer" or "Transfer" means a transfer of funds, initiated through the Online Banking Service, from one eligible account to another.
- 1.25.** "Holiday(s)" means the Federal Holidays declared by the Federal Reserve System.
- 1.26.** "Mobile Device" means an Access Device that is mobile, including but not limited to a mobile phone, smartphone, tablet, any personal data assistant or other wireless device.
- 1.27.** "Multifactor Authentications" means the act of confirming your identity as authentic through multiple identifying methods. BankPlus uses a variety of authentication methods including user names, passwords, identification of individual computers, passcodes, challenge questions, and enhanced multifactor authentication methods, including Biometric Logon.
- 1.28.** "Online Banking," "Online Banking Service" or "e-BankPlus Online Banking Service" means the service generally described in Article III of this Agreement and used to access other services described in this Agreement.
- 1.29.** "Operating Instructions" shall mean any information provided by Bank to Customer and any information provided by Customer to Bank giving instructions for use of the Service. The Operating Instructions, which may be communicated within the terms and conditions of the Service, by online screen instructions or other forms of written notice permitted by this Agreement, are made a part hereof.
- 1.30.** "Payment Instruction" is the information provided by you to the e-BankPlus Bill Pay Service for a Bill Payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).
- 1.31.** "Password" means the confidential identification consisting of a sequence of characters or numbers or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Banking Services.
- 1.32.** "Payee" means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online Banking Services.
- 1.33.** "Payment Order" means an instruction of a sender to a receiving bank, transmitted orally, electronically, or in writing, to pay, or to cause another bank to pay, a fixed or determinable amount of money to a beneficiary if: (a) the instruction does not state a condition to payment to the beneficiary other than time of payment; (b) the receiving bank is to be reimbursed by debiting an account of, or otherwise receiving payment from, the sender; and (c) the instruction is transmitted by the sender directly to the receiving bank or to an agent, fund transfer system, or communication system for transmittal to the receiving bank.
- 1.34.** "Primary Account" means the Account you designate for Online Banking Service fees to be charged.
- 1.35.** "Scheduled Payment Date" is the day you want your Payee to receive your Bill Payment through the e-BankPlus Bill Pay Service, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- 1.36.** "Transfer" means any electronic banking transaction, including without limitation a deposit, withdrawal, loan payment, wire transfer, ACH transaction or Bill Payment made electronically.
- 1.37.** "Transfer Day" means Monday - Friday, until 8:00 p.m., Central Time (Standard or Daylight). Federal Holidays are not included.
- 1.38.** "User Name" or "User ID" means the sequence of numbers or characters or another code, different from the Password, that is assigned by us or selected by you as identification and is required in addition to the Password when logging on to the Online Banking Services.
- Other definitions may be set forth elsewhere in this Agreement.

Article II. Setup and Use of Online Access Services.

2.1. Eligibility.

To have access to the Services you must be an authorized user of the software you select, if required for use with the Equipment.

You must also have at least one eligible deposit or loan account with us. If you have more than one Account under common ownership and tax identification number, we will “link” the Accounts together. Accounts which are “linked” under the Services will have one common owner and signer. Any person with your Access Code (defined below), acting alone, will be authorized to access a linked account via the Service. Any non-linked account will not be accessible through the Service. You must designate a User Name and Password which will be required to gain access to the Service. Prior to your first use of Online Banking, the Bank will assign you a User Name and Password and/or will allow you to use a Biometric Logon (the User Name and Password and Biometric Logon collectively are referred to as the “Access Code(s)”), required to gain access to Online Banking. The Online Banking system will ask you to change your Password the first time that you use the system. We recommend that your Password be comprised of both letters and numbers, and that it not be easily associated with your personal information, such as your address, date of birth, or anniversary. “Eligible Accounts” include the following:

1. Checking (Demand Deposit) Accounts
2. Savings Accounts
3. Money Market Accounts
4. Loans
5. Certificates of Deposit

2.2. Security Procedure.

The use of the Access Code(s), your Mobile Device, Biometric Logon, Security Devices (as defined below), and any other procedures which the Bank directs you to use in this Agreement or the Operating Instructions are security procedures established by Bank to authenticate the identity of the person attempting to gain access to the Service (collectively, the “Security Procedures”). The Security Procedures are not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code or your Biometric Logon will be able to access these Services and perform all transactions, including reviewing Account information and using the Bill Pay Services. A third party will be able to use your Online Banking Service with your Access Code, including your Biometric Logon, to add new payees to the Bill Pay Service. You are responsible for safeguarding the Access Codes, Biometric Logon and your Mobile Device. Providing these Access Codes to another person or allowing them to use your Mobile Device while your Access Codes or Biometric Logon is active effectively constitutes a grant of authority to access your accounts.

2.2.1. You agree to comply with the Security Procedures. You further acknowledge and agree that the Security Procedures, including (without limitation) any Access Code, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure (collectively “Security Devices”), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device have been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to this Agreement or your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transactions initiated by you and that you bear the sole responsibility for detecting and preventing such error.

2.2.2. You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User Name), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Devices have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Access Code, Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions.

2.2.3. You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.

2.2.4. We reserve the right to modify, amend, supplement, or cancel the Security Procedures, and/or to cancel or replace any

Security Devices, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

2.3. Access.

Services are generally accessible twenty-four (24) hours a day, seven (7) days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Agreement or any applicable Service Section for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. You agree to gain access to Online Banking Service and to use the Services in accordance with the Operating Instructions provided to you by us. The Bank may change the terms and conditions of this Agreement or any applicable Service Section from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article IX. Use of Online Banking Services after the effective date of such changes will constitute your consent to the changes.

2.4. Access Device Equipment, Browser Access and Internet Services.

You are responsible for obtaining, installing, maintaining and operating all Access Device Systems necessary for you to access and use the Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and Access Devices and the best commercially available encryption, antivirus, anti-spyware, and Internet security software. You are additionally responsible for obtaining Internet service via an Internet service provider of your choice, for any and all fees imposed by such Internet service provider, and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risk, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for data security of the Access Device Systems used to access the Service, and for the transmission and receipt of information using such Access Device System. You acknowledge that you have requested the Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Access Device Systems and that you are satisfied with that assessment. Bank shall have no responsibility for failures, interruption or other defects in the Services, which arise from the malfunction or failure of the Internet or your Access Device Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Access Device Systems. The Bank may add to, modify, or replace software programs used in conjunction with providing the Services under this Agreement at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered.

Article III. Online Access Services.

3.1. Available Services.

Customers may use the Online Banking Services to:

1. Make Transfers between Accounts you may have with us and accounts you have with other U.S. financial institutions.
2. Make Payments to a Payee from your Account(s) (Bill Payment Service).
3. Obtain Account balances. Your "current" account balance is generally current as of 8:00 a.m. Central Time (Standard or Daylight) of each Business Day, but may not include recent transactions (such as Checks cashed at a teller on the Business Day). In addition, your account balance may show funds that have been credited to your account but are not yet available for withdrawal.
4. Review recent transactions on your Accounts. Transaction histories are available for up to 36 months including Checks.
5. Transfer money to make loan payments.
6. Transfer money from Line of Credit to transactional accounts.
7. Communicate directly with Bank via the Online Banking secure message center.
8. Download Account information in various formats.
9. Issue stop payment orders (excludes paper Checks issued via the Bill Payment Service).
10. View Check/print images.
11. Order Checks.
12. Set-up and receive e-mail Alerts.
13. Request a change of address.
14. View Account statements.
15. Make mobile deposits.

These activities are limited to the extent noted herein and in the agreements governing your various services or accounts with us. All Services may not be accessible via a Mobile Device.

3.2. Additional Services.

Additional services may be included in an update to this Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking. Information about new services may be obtained from our website at <http://www.bankplus.net>. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these services.

3.3. Restrictions; Limits.

In most cases you may use Online Banking to gain access to the deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking account access, restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

3.4. Consumer Disclosure Provisions.

3.4.1. Unauthorized Transactions.

To the extent a Service transaction is an “electronic fund transfer” under Consumer Financial Protection Bureau Regulation E (“REG E”), tell us AT ONCE if you believe your Password has been lost or stolen, or if you believe that an Online Banking transaction has been made without your permission using information from your Check. Telephoning is the best way of keeping your possible losses down. Call us at the number for the Bank provided in Section 10.6. You could lose all the money in your Accounts (plus maximum overdraft protection or the maximum amount of any line of credit established with us). If you tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, you can lose no more than \$50.00 if someone used your Access Code or made a transaction without your authorization. If you do NOT tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, and we can prove we could have stopped someone from using your Access Code or the Service without your authorization if you had told us, you could lose as much as \$500.00. Also, if your statement shows a transaction 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 mailed, electronically transmitted, or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods as may be reasonable under the circumstances.

3.4.2. Bank’s Failure to Complete Transactions.

To the extent that a Service transaction is an “electronic fund transfer” under Reg E that relates to an Account established primarily for personal, family, or household purposes, if we do not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement, we will be liable for your losses or damages. However, we will not be liable (and any Payment guarantee provided elsewhere in this Agreement will not be applicable) if any of the following occurs:

- 1.** Through no fault of ours, the Account selected by you does not contain sufficient available funds to complete the Payment or Transfer;
- 2.** The transaction would exceed the credit limit on any overdraft line of credit linked to the Account;
- 3.** Your Equipment, including without limitation, any Access Device, Internet service provider, telephone line, modem is not operating properly;
- 4.** The Service is not working properly and you were aware of the malfunction when you initiated the transaction;
- 5.** You do not properly follow the instructional materials or Operating Instructions provided in connection with Online Banking;
- 6.** You do not authorize a Payment within a sufficient period of time for your Payment to be received by the payee by the due date;
- 7.** You have not provided us with the correct Payee name, address, account information, Payment amount, or other instructions necessary to complete the Payment, or the foregoing instructions stored on your Access Device’s hard drive or the host system have been lost;
- 8.** A Payee mishandles or delays the handling of Payments sent by us;
- 9.** Your funds are held or frozen, or a court order or other legal process prevents us from making a transaction;
- 10.** Your Access Code has been reported lost or stolen;
- 11.** We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;
- 12.** You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Service or the Account;
- 13.** Your telephone service has been disconnected or there are deficiencies in the quality of your telephone line;
- 14.** Circumstances beyond our control (such as telecommunication, Internet or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;

- .15. Making a transfer would cause us to violate any law, rule, or regulation to which we are subject; or
- .16. Any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special, or consequential damages).
There may be other exceptions to liability stated in this Agreement, or in other agreements we have with you, or otherwise provided by applicable law.

3.4.3. Error Resolution.

In case of errors or questions about your Electronic Transfers, telephone us, or write us at the number or location provided in Section 10.6 as soon as you can if you think that your statement is wrong or you need more information about a transaction listed on your statement or appearing on the account activity screen of your Access Device, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared or you received notification of the problem or error on your Access Device. You must:

- .1. Tell us your name and the Account number.
- .2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- .3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within thirty (30) days after the first deposit to the Account) after we hear from you and will correct any error promptly. If we require more time, however, we may take up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within thirty (30) days after the first deposit to the Account) to investigate your complaint or question. If this additional time is necessary, and your written notification has been received by us, we will credit your Account within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within thirty (30) days after the first deposit to the Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within thirty (30) days after the first deposit to the Account), we will not credit your Account and we will still have up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the Account) for our investigation. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

- 3.4.4. Authority and Joint Accounts.** You hereby represent and warrant that you have full right, authority and power to approve, execute, deliver and perform this Agreement. If the Account is a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone may perform transactions, obtain information, stop or change Payments or Transfers, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of, or notify any other of you. However, each of you will only be permitted to access Accounts for which you are an owner or authorized user. Each of you individually releases us from any liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your Online Banking account. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorneys' fees) arising from any such claims or actions.

3.5. E-SIGN Consent and Disclosure.

- 3.5.1. Electronic Communications.** As used herein, the term "Communications" include, but is not limited to, disclosures and communications we provide to you regarding our services such as: (i) terms and conditions, privacy statement or notices and any changes thereto; (ii) payment or pre-payment disclosures, transaction receipts and confirmations; (iii) customer service communications (such as claims of error communications); and (iv) periodic statements, any notice or disclosure regarding fees or assessments of any kind, including late fees, overdraft fees, over-limit fees, and returned items fees, all other notices provided by Bank (e.g. renewal, change of terms, rate changes, billing notices, maturity notices, etc.), disclosures (e.g. initial, periodic, annual, mortgage disclosures, or other disclosures), and other communications which we are required or otherwise choose to send to you in any capacity in which we may act with respect to any account, including but not limited to deposit and loan accounts. The Communications may include, in addition to other documents and disclosures, disclosures pursuant to: Electronic Funds Transfer Act and Regulation E, Truth in Savings Act and Regulation DD, Funds Availability Act and Regulation CC, Equal Credit Opportunity Act and Regulation B, Real Estate Settlement Procedures Act, Truth in Lending Act and Regulation Z, Internal Revenue Code, and any other applicable federal, state or local law, or regulation or any agreement with you. We may provide Communications to you by email or by making them accessible on the Bank's website(s), mobile applications, or mobile websites (including via "hyperlinks" provided online and in e-mails). Communications will be provided online and viewable using browser software or PDF files.
- 3.5.2. E-SIGN Act.** You acknowledge and agree that your consent to electronic Communications is being provided in

connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "Act"), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

3.5.3. Consent and Hardware. By using the Services described in this Agreement, you hereby consent to receive Communications from the Bank and its affiliates in electronic form and affirm that you have access to the following hardware and software requirements:

- A valid email address;
- An Access Device, including but not limited to a computer, mobile, tablet or similar device with internet access and current browser software and computer software that is capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form;
- Sufficient storage space to save Communications (whether presented online, in e-mails or PDF) or the ability to print Communications.

We may request that you respond to an email to demonstrate you are able to receive these Communications. We reserve the right to change the hardware or software requirements needed to access or retain electronic records. If we make such a change and the change creates a material risk that you will not be able to access or retain subsequent electronic records, we will provide you with a statement of (i) the revised hardware and software requirements for access to and retention of the electronic records, and (ii) your right to withdraw consent without the imposition of any fees for such withdrawal.

3.5.4. Withdrawal of Consent. You may withdraw your consent to receive Communications under this Notice by writing to us at "Attn: E-Sign Disclosure and Consent Notice" at the address in set forth in Section 10.6, by contacting us via the Secure Message Center within the Online Banking Service, or by emailing us at CustomerService@BankPlus.net. Your withdrawal of consent will cancel your agreement to receive electronic Communications, and may also restrict or limit your use of some or all of the Services described in this Agreement.

3.5.5. Requesting Paper Copies. You may request a paper copy of any Communications; we will mail you a copy via U.S. Mail. To request a paper copy, contact us by writing to "Attn: E-Sign Disclosure and Consent Notice" at the address in set forth in Section 10.6 or by contacting us via the Secure Message Center within the Online Banking Service. Please provide your current mailing address so we can process this request. We may charge you a reasonable fee for providing paper copies of any Communications.

3.5.6. Updating Your Contact Information. It is your responsibility to keep your primary email address current so that the Bank can communicate with you electronically. You understand and agree that if the Bank sends you a Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, the Bank will be deemed to have provided the Communication to you; however, we may deem your account inactive. You may not be able to use some or all of the Services described in this Agreement until we receive a valid, working primary email address from you. If you use a spam filter or similar software that blocks or re-routes emails from senders not listed in your email address book, we recommend that you add the Bank to your email address book so that you can receive Communications by e-mail. You can update your primary email address or other information by writing to us at "Attn: E-Sign Disclosure and Consent Notice" at the address in set forth in Section 10.6 or by contacting us via the Secure Message Center within the Online Banking Service.

3.5.7. Termination/Changes in Form of Communications. We reserve the right, in our sole discretion, to discontinue the provision of your Communications, or to terminate or change the terms and conditions on which we provide Communications. We will provide you with notice of any such termination or change as required by law.

Article IV. Additional Services Available Through or In Conjunction with Online Banking.

4.1. Bill Payment Service.

4.1.1. You can arrange, at your option, for the payment of your current, future and recurring bills from your designated Bill Pay Account. For Bill Payment Service, your Payee list may include utility companies, merchants, financial institutions, insurance companies, individuals, etc. within the United States whom you wish to pay through Bill Payment Service. Please include the full name of the Payee and a complete mailing address and telephone number for each Payee, along with your account number with the Payee, the amount of the Payment, and whether the Payment is recurring. The Bank reserves the right to decline to make Payments to certain persons and entities. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Payments. On recurring Payments, it is the responsibility of the account owner or designated authorized users to update Payee account information such as address changes, account numbers, etc.

4.1.2. Payments are posted against your ledger balance, plus the available credit on your overdraft protection, if any, or other line of credit.

4.1.3. You may schedule Payments to be initiated on the current Business Day, on a future date, or on the same date of each month. If you are scheduling a Payment for the current day it must be initiated prior to 3:00 p.m. Central Time (Standard or Daylight). Changes to scheduled Payments must be made before 8:00 a.m. Central Time (Standard or Daylight) the

Business Day before the day it is to be initiated. If the transaction is no longer showing a "Scheduled Payments" status, then the Payment cannot be modified or deleted. Although you can enter Payment information through the Service twenty-four (24) hours a day, seven (7) days a week. Funds must be available in your Account on the scheduled payment date. After funds are withdrawn from your Account to make a Payment, we may make the Payment either by transferring funds electronically to the Payee or by mailing the Payee a Check. Funds will be deducted from your account (whether we make these Payments electronically or by Check) on: (a) the Business Day we process the Bill Pay request, if you schedule a Payment for processing the same Business Day as the day of receipt by us of that request; and (b) the Business Day immediately preceding the date you schedule a Payment for processing, if the bill payment is future dated (that is, set by you for processing on a future date) If you direct the initiation of a Payment to occur on a day other than a Business Day, it will be initiated on the previous Business Day. The Bill Payment Service will indicate whether a Payee is paid electronically or by Check.

- 4.1.4.** When you create a new Payee in the Bill Payment service, it has a temporary status until we have had sufficient time to set up the account, and for your business Payees, verify information about your account. The Bill Payment service may provide a calendar feature that estimates the expected date of delivery of a scheduled Payment. This feature is an estimate only and not a guarantee of Payment delivery on that date. You should schedule a Payment to a new Payee at least ten (10) Business Days before any Payment due date. Please allow at least five (5) Business Days for electronic Payments to be processed and at least eight (8) Business Days for paper Checks to be delivered. Bank is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the Payee. There is no limit on the number of Payees or number of Payments that may be authorized. Bank may, in its sole discretion, establish maximum payment amounts and aggregate daily limits. Electronic Payments are subject to the availability of sufficient funds in the designated checking account. However, Bank reserves the right to impose limits at some future date, with proper written notice. You acknowledge and agree that if you describe a Payee inconsistently by name and account number, scheduled Bill Payment transactions to the Payee will occur on the basis of the account number, even if it identifies a person other than the named Payee.
- 4.1.5.** For all subsequent Payments, you agree to allow at least five (5) Business Days between the date you schedule a Payment to be initiated and the Payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other actions taken by the Payee. For scheduling purposes, the first Business Day after we receive your Bill Payment request should be counted as Day 1.
- 4.1.6.** You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account. Bill Payments made by paper Checks processed by nonaffiliated third parties may show as drawn on the third party processor or its bank rather than on you or on us. If your Bill Payment is sent by Check and the Check is not presented for payment within ninety (90) days, we may stop payment on the Check. If we do so, we may delay crediting the Check amount to your Account. You agree to reimburse us if the Check is later cleared and payment occurs, notwithstanding our stop payment of the Check.
- 4.1.7.** Recurring Payments and Transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Payments and Transfers will be made automatically until you delete the Payment or Transfer or upon expiration. If the Payment is not a recurring Payment, it will be a "one-time Payment." One-time Payments do not recur and are not made until you enter the Payee and amount of the current bill and submit the Payment. A recurring Bill Payment Service transaction that you want deleted must be deleted or the next Payment date changed five (5) Business Days before the current transaction date.
- 4.1.8.** A stop payment cannot be placed on an Electronic Bill Payment transaction once issued. However, a stop payment can be placed on a Bill Payment transaction by Bill Payment Check any time prior to 4:30 p.m. Central Time (Standard or Daylight) on the day such Check is scheduled for final payment.
- 4.1.9.** There is no fee for deleting a Payment initiated through Bill Payment; however, a fee may apply for a stop on a Bill Payment Check.
- 4.1.10.** In the event a Payment is returned to us for any reason, you authorize us, in our sole and absolute discretion, to either, research and correct the Payment information or to void the Payment and re-credit your Account.
- 4.1.11.** If you do not schedule or process a Payment via the Bill Payment Service for any three (3) month period, we may terminate your Bill Payment Service. If you close your Bill Payment Account, or if we terminate your Bill Payment Service, your online bill payment information will be lost and all pending payments will be cancelled. If you decide to terminate the Bill Payment Service, you agree to cancel all future Bill Payments at the same time that you cancel your Bill Payment Service, either by deleting those payments yourself using the Bill Payment Service or by calling us at the number provided in Section 10.6. This will ensure that future payments made by you will not be duplicated. We will automatically delete all outstanding Payment Orders (all one-time Payments and all Recurring Payments) once your Bill Payment Service has been terminated. Termination of the Bill Payment Service will not automatically close your Accounts and will not affect your obligations arising from past Bill Payment transactions.
- 4.1.12.** E-Bills. This feature is for the presentment of electronic bills only and it is your sole responsibility to directly contact any third-parties for which you may receive bills ("Billers") if you do not receive a statement or bill from any Billers. This Agreement does not alter your liability or obligations that currently exist between you and your Billers. In addition, if you

elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

- .1. Information provided to the Biller - The Bill Payment Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Bill Payment Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Bill Payment Service and/or bill information.
- .2. Activation - Upon activation of the electronic bill feature, the Bill Payment Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- .3. Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- .4. Notification - The Bill Payment Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Payment Service, the Bill Payment Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Payment Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- .5. Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Bill Payment Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Bill Payment Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- .6. Non-Delivery of electronic bill(s) - You agree to hold the Bill Payment Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- .7. Accuracy and dispute of electronic bill - The Bill Payment Service is not responsible for the accuracy of your electronic bill(s). The Bill Payment Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

4.2. Mobile Banking Service.

If you have selected the Mobile Banking Service, the following terms and conditions are also applicable to the Mobile Banking Service.

- 4.2.1. Description of the Mobile Banking Service. The Mobile Banking Service is available through an application or other software downloaded and installed to your Mobile Device (the "Mobile Application") or your Mobile Device web browser used to access and utilize Mobile Banking. The Mobile Banking Service allows you to view transaction history, view Account balances, view account transaction history, transfer funds between Accounts, pay bills to payees, add a new Payee for the Bill Payment Service, view alerts, and if you have selected the Mobile Deposit Service, remotely make deposits. In most cases you may use the Service to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Service account access, restrict Service account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any Account. It is solely your responsibility to download and install any Mobile Application identified and provided by the Bank. We do not guarantee the functionality of the Service on all Mobile Devices; however, generally, the Service should be compatible with any web-enabled mobile phone or other Mobile Device, regardless of make, model, or mobile service provider. The Bank has no responsibility to notify you of any changes to or new releases for any required Mobile Application and the Bank shall have no liability for any claims or damages arising from or relating to your failure to download and install any required Mobile Application, either initially or in connection with any upgrade to Mobile Banking. You agree that any Mobile Application is licensed, not sold, solely for your use in accessing Mobile Banking. Any Mobile Application is licensed to you "AS IS" without any warranty.

4.2.2. Service Included.

- The Service is similar to Online Banking Service on a personal computer. You can view your available account

balance and review account history on the Account selected by you.

- The Service requires a web-enabled Mobile Device or a cellular phone that is text-enabled. The text-enabled cellular phone service ("SMS Texting") is limited to certain functions established from time to time by the Bank. Text messages are sent to you without being encrypted. With the exception of the text-enabled cellular phone, the Service is similar to internet banking on a personal computer. You can view your available account balance and review account history on the Account selected by you.
- The Service allows you to transfer money between your accounts. You must select the accounts to and from which funds will be transferred through the use of the Online Banking service, and you will receive a confirmation when the transaction is completed. Frequency and amount limitations of transfers are set forth below.
- If you have signed up for our Online Banking Bill Pay Service, the Service allows you to pay bills to Payees. A confirmation message and number will be displayed after the bill payment is complete. Payees may be set up through the Online Banking Service or through the Mobile Application. A new payee cannot be set up on the Online Banking Bill Pay Service through your Mobile Device.
- If you have Alerts on your account, you may review the Alerts with the Service. The Alert information must be set up through the use of the Online Banking Service.
- If you have signed up for Mobile Deposit Service, you can transmit the image of a Check to us for deposit to your account.
- From time to time, we may develop additional mobile banking services. As such services are developed you will have the opportunity to add them to your Mobile Banking Service, provided you have compatible wireless hardware and software.

4.2.3. Eligibility For Mobile Banking Service. To use the Service, you must have an open account at the Bank, register for Online Banking Services, and have a compatible Mobile Device. You will be required to enter your mobile phone number through the Mobile Banking Service as well as other information we require to authenticate your identity. You will be provided with further instructions on how to access the Service through the Mobile Application or the browser on your Mobile Device. During this registration process, you will be required to provide your Access Code(s).

4.2.4. Security Procedure. In addition to other Security Procedures provided for in this Agreement, the use of the Access Code and your Mobile Device is a security procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code will be able to access these Services and perform all transactions, including reviewing Account information and using the Bill Pay Services. With this Access Code, a third party will be able to use your Online Banking Service to add new payees to the Bill Pay Service. **You are responsible for safeguarding the Access Codes and your Mobile Device. Providing these Access Codes to another person effectively constitutes a grant of authority to access your accounts under REG E.**

4.2.5. Availability of Service. We will use reasonable efforts to make the Service available for your use on a continuous basis. The Service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet, cellular or other communications availability. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue this Service at any time. If we choose to discontinue the Service, we will provide you with reasonable notice in advance of that fact. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.

4.2.6. Physical and Electronic Security. Because the Mobile Banking Service is similar to Online Banking on a personal computer, there are security risks associated with the use of the Service. The hardware and software that you use in connection with the Service may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.

4.2.7. Account Access. Transfers and Payments from your Account initiated via the Mobile Banking Service will be deducted on the day you initiate them. If the day you initiate a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

4.2.8. Processing Internal Fund Transfers. We can process a Transfer on a Transfer Day. If you initiate a Transfer after the cutoff time, the Transfer will be reflected in your account and available for your use at the time the Transfer is initiated, but it will be processed the following Business Day. You are fully obligated to us to provide sufficient funds for any Payments or Transfers you make or authorize to be made. If we complete a Payment or Transfer that you make or

authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements. If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") charges that may apply.

- 4.2.9. Cancelling Transfers or Payments.** You may not cancel a pending Transfer through the Mobile Banking Service. You may, however, cancel a pending Bill Payment in accordance with the Bill Payment Service terms and conditions set forth in this Agreement. To do so, we must receive your instruction to cancel prior to the cutoff time on the Transfer Day or Business Day the Bill Payment is scheduled to be processed. If we do not receive your instruction to cancel a transaction before that time, we may process the transaction.
- 4.2.10. Bill Payment Service and Transfers.** If you have signed up for our Online Bill Payment Service, you can use this Service to initiate one-time immediate bill payments, which will be processed during the next bill pay processing time. The Bank reserves the right to decline to make Payments to certain persons and entities. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Payments. You may not create a new Payee through this Mobile Banking Service. Bill Payment transactions are processed in the same manner through the Mobile Banking Service as they are with the Online Banking Service.
- 4.2.11. Confirmation.** Upon completion of a Payment, a confirmation message will be displayed on your Mobile Device confirming that the transaction has been completed. If Alerts have been enabled, an SMS Text message will be sent to confirm the Payment. You should record the Payee information (if applicable), the date of the Payment, and the amount of the Payment, in your checkbook/transaction register or other permanent record. This procedure will help in resolving any problems that may occur. No printed receipts are issued through the Service.
- 4.2.12. No Fees to Access Mobile Banking Service.** There is no fee or charge assessed by us for you to register for or access the Mobile Banking Service. (We may assess fees or charges in the future; you will receive notice of such fees or charges, as required by law.) You may, however, incur charges to receive Internet service on your Mobile Device. You may also incur charges from your wireless carrier when sending and receiving text messages. You will be responsible to your wireless carrier for any such Internet or text messaging charges.
- 4.2.13. Export Control and International Use.** The United States controls the export of products and information containing encryption ("Controlled Technology"). You agree to comply with such restrictions and not to export or re-export any Controlled Technology within the Service to countries or persons prohibited under the Export Administration Regulations ("EAR"). By downloading any products or information from this Service, you are agreeing that you are not in a country where such export is prohibited and that you are not a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any products or information subject to the EAR. We do not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the United States. Accessing the Service from locations where its contents or use is illegal is prohibited by Bank. Those choosing to access the Service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.
- 4.2.14. Proprietary Rights.** Other than your materials and account information, all content received on the Mobile Banking Service is the exclusive property of Bank and/or its licensors and is protected by copyrights or other intellectual property rights.
- 4.2.15. Your Mobile Device and Your Software.** We will not be responsible for any errors or failures from any malfunction of your Mobile Device or any malicious software or other problems related to the Mobile Device used with our Services. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your mobile browser (Internet Explorer Mobile®, Safari®, Opera Mini™/Opera Mobile™ or otherwise), your mobile service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use to access or communicate with the Service.
- 4.2.16. Area of Service.** The Services described in this Agreement are solely offered to citizens and residents of the United States of America and may not be accessed while outside of the United States of America.
- 4.2.17. Program Revisions.** We may, from time to time, revise or update, or perform maintenance upon, our program, the Services, and/or related material, resulting in interrupted service or errors in the Services or rendering prior versions obsolete. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We reserve the right to terminate this Agreement as to all prior versions of our programs, the Services, and/or related material and limit access to our more recent versions and updates. Use of the Service after the effective date of any such revisions, updates, and/or changes will constitute your consent to the same.
- 4.2.18. THE BANK DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY MOBILE APPLICATION OR MOBILE BANKING SERVICE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.**

You release the Bank, its Third-Party Providers, affiliates and all other parties from all claims and damages that may arise from or relate to your use of any Mobile Application or the Mobile Banking Service. You agree not to reverse engineer, decompile, disassemble or attempt to learn the source code of any Mobile Application, and you may not redistribute any Mobile Application.

4.3. Mobile Deposit Service.

If you have selected the Mobile Deposit Service, the following terms and conditions are applicable. Your use of Bank's Mobile Deposit Service ("Mobile Deposit," "Mobile Remote Deposit Capture," or the "Service") is governed by the terms of this Agreement. By agreeing to or signing the applicable account documentation or by using or continuing to use Mobile Deposit you are acknowledging your election to use the Mobile Deposit Service. You acknowledge that email and/or messages displayed on your mobile device will be the primary means of communication for the Mobile Deposit Service. You are responsible for maintaining a current email address and you agree that you will, in a timely manner, review messages and notifications you receive from us and check your account to confirm it reflects recent activity.

- 4.3.1. Mobile Deposit Service Description.** The Mobile Deposit Service allows you to use the Mobile Banking Application ("Mobile App") or Mobile Device web-browser to make deposits to your accounts from home or other remote locations; by taking photos of the front and back of original Checks and transmitting the digital images ("Images") and associated deposit information to us or our processor with your Mobile Device. In order to use the Mobile Deposit Service, you must be designated as an authorized signer or owner of an Account that is eligible for this Mobile Deposit Service and be approved by the Bank.
- 4.3.2. Limits.** We may establish per item transaction, daily, and monthly limits on the dollar amount and/or number of Check Images or Mobile Deposits from time to time. The daily and monthly limits are over Business Days and calculated based on your total Mobile Deposit activity across all of the Accounts that you use with this service. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit and you may deposit the check(s) in a manner consistent with other methods for making deposits provided by the Bank (such as at a branch or ATM or by mail). If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Your dollar deposit limit will be disclosed to you at the time that you make the Mobile Deposit. Bank reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.
- 4.3.3. Provisional Credit and Funds Availability.** Upon acceptance of the Mobile Deposit, Bank shall grant your Account Provisional Credit (as herein defined) for the total amount of the Mobile Deposit or the accepted Mobile Deposit, as applicable. As used herein, "Provisional Credit" means that when we post transactions to your account, the credit is made to your Account subject to final payment of the Checks (as defined below) and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank's funds availability disclosure. Mobile Deposit funds are generally available the next Business Day after the Business Day of your deposit, unless a hold is placed. If a hold is placed, you will be notified.
- 4.3.4. Checks Deposited and Security Interest.** You hereby agree that you will only scan and deposit a check(s) as that term is defined in Consumer Financial Protection Bureau Regulation CC ("Reg CC"). You agree that the Image of the check that is transmitted to Bank (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not use the Mobile Deposit Service to deposit any Checks or other items that: (a) are payable to any person or entity other than you, (b) are drawn, or otherwise issued, by you on any account of you maintained at another financial institution, (c) are prohibited by Bank's then current procedures pertaining to the Mobile Deposit Service or are in violation of any law, rule or regulation, (d) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior express written consent, (f) are drawn on financial institutions that are located outside of the United States or Territories of the United States, and (g) are not acceptable to Bank for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (g) each a "Prohibited Check" and, collectively, "Prohibited Checks"). If you deposit a Prohibited Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Bank's express written consent to do so, you provide Bank with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments. You grant Bank a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to Bank under this Agreement. This security interest will survive termination of this Agreement.
- 4.3.5. Requirements.** Each Image must provide all information on the front and back of the original Check at the time presented

to you by the drawer (the person or entity from whose account the Check was written), including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The Image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the Check and include (i) your signature, (ii) your account number and (iii) the following statement: "FOR MOBILE DEPOSIT BANKPLUS ONLY" or as otherwise instructed through the Mobile App. You acknowledge and agree that you shall be liable to us for any loss we incur caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by you.

- 4.3.6. Receipt of Deposit.** All Images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement and any amendments to such Agreement. To be eligible for processing on the day transmitted, Mobile Deposits must be received and accepted by Bank on or before 6:15 p.m. Central Time or other cut-off time established by Bank from time to time (the "Cut-Off Time") on a Business Day that the Bank is open. A Mobile Deposit that is received after the Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the Mobile Deposit is actually received by Bank. Cut-Off Time information is available at <http://www.bankplus.net> or by calling the Bank as set forth in Section 10.6. When we receive an Image, we will confirm that you have submitted the Image via a message displayed on your Mobile Device. Your submission confirmation does not mean that the Image contains no errors or that it has been approved for crediting. A status of "pending" does not indicate that the submitted item has been accepted. You will not receive a subsequent notification that a submitted Image has been credited to your Account. You agree that Bank has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through this Service, at our discretion, without liability to you. If your submission is rejected, you will receive e-mail of such rejection from the Bank. It is your responsibility to check notifications from the Bank for any rejected submissions and contact the Bank to address the reason for such rejection. You acknowledge and agree that Bank shall have no liability to you for failing to provide notice of rejection of a Mobile Deposit. You agree that you shall be solely liable for, and Bank shall not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information contained therein that are not received by Bank. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission.
- 4.3.7. Original Checks.** After you have received confirmation that your Mobile Deposit has been accepted for deposit, you should mark the Check as having been deposited. You agree to securely store the original Check for a period of ten (10) calendar days from the date of the Image transmission (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, you shall destroy the original Check you transmitted as an Image using a method of destruction that will result in the paper based Item being un-processable and all sensitive personal and financial information undecipherable. You hereby indemnify Bank for, and hold Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. During the Retention Period, you agree to promptly provide the original Check to the Bank upon request.
- 4.3.8. Contingency Plan.** You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to Bank, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by Bank until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that Bank shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile Deposit Service. The deposit of original Checks through these other methods shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.
- 4.3.9. Returned Deposits.** If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, you understand and agree that, since you either maintain the original Check or have destroyed it in accordance with the Original Check provisions in this agreement, the original Check will not be returned, and Bank may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Bank, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.
- 4.3.10. Your Warranties.** You make the following warranties and representations with respect to each Image:
- Checks Deposited. You shall only deposit Checks that are authorized by this Agreement, the Procedures and the Deposit Agreement;
 - Image Quality. Each Image transmitted by you to Bank contains an accurate representation of the front and the

back of each Check and complies with the requirements of this Agreement;

- Accuracy of Information. All data and other information submitted by you to Bank, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement;
- No Duplicates. You will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);
- No Loss. No subsequent transferees of the Item(s), including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
- Information. All information provided by you to Bank is true, complete and accurate;
- Authority and Legality. (i) This Agreement is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject;
- No Litigation. There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would adversely affect your financial condition or operations.
- Transactions. All Checks and transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.
- Rule Compliance. You submit Images in compliance with this Agreement, the Procedures, applicable law and the Rules.

4.3.11. Indemnification and Liability; Third Party Claims. In addition to the other indemnities set forth in this Agreement, you hereby indemnify Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "Indemnified Party" and, collectively, the "Indemnified Parties") for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) your (i) failure to report required changes, (ii) transmission of incorrect data to Bank or (iii) failure to maintain compliance with the Rules (as defined below), (b) (i) Bank's provision of the Service, or (ii) Bank's action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Bank to be you, (c) your breach of any of your representations, warranties, covenants or other agreements or responsibilities under this Agreement and/or (d) your breach or violation of any Rules; provided, however, you are not obligated to indemnify Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct.

4.4. Zelle Service. If you have selected the Zelle Service, the Terms of Service for Zelle, as amended from time to time ("Zelle Terms and Conditions"), apply to you and are incorporated by reference herein. You must accept the Zelle Terms and Conditions on your Mobile Device before using the Zelle Service. By using the Zelle Service, you acknowledge receipt of and consent to the Zelle Terms and Conditions. You may also obtain the Zelle Terms and Conditions by contacting the Bank.

4.5. External Transfer Service.

- 4.5.1.** You can transfer funds from or to an eligible Account, as determined in our sole discretion, to or from an External Account (an "External Transfer"). You may also transfer funds from your Account to a Non-Customer External Account, but you may not initiate debit entries from a Non-Customer External Account. Please note that we may add to, modify, or delete any feature of the External Transfer Service from time to time in our sole discretion.
- 4.5.2.** By making an External Transfer to or from an External Account, you represent that you are the legal owner of the External Account(s).
- 4.5.3.** Once you are approved for the External Transfer Service, we will either (a) submit two (2) small deposits (and a single withdrawal of these deposits) for posting at the financial institution identified in order to validate this external account request. After processing of these transactions, you will be required to validate the amounts of the deposits that posted to the requested external account. External Transfers cannot be initiated until this validation. You authorize us to validate the Accounts through the use of a test transfer, in which one or more low value payments will be both credited to and debited from the Account. The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your Accounts will never be less than the actual balance. Once the test transfer is complete we may ask you to access your Account to tell us the amount of the test credit or debit or any additional information reported by your other financial institution with this test transfer. We may also verify Accounts by (a) requiring the entry of information you ordinarily use to access the Account provider's website, (b) requiring you to submit proof of ownership of the External Account, or (c) any other commercially reasonable method for validating the External Account determined in the Bank's sole discretion. This Section does not apply to credit Transfers to a Non-Customer

External Account.

- 4.5.4.** You acknowledge and agree that the Bank may utilize the Automated Clearing House (“ACH”) network and you agree to be bound by the National Automated Clearing House Association rules (the “Rules”) for any such Transfer or transaction. By initiating an External Transfer you hereby authorize Bank to debit or credit your Account in accordance with the External Transfer made by you through Online Banking or the Mobile Banking Service.
- 4.5.5.** You are responsible for all charges associated with your External Account(s) or your Account(s). You can make transfers in one of two ways: (1) one-time or (2) repetitive. One-time transfers are used for transfers which occur on an infrequent or irregular basis, or which vary in amount. You may use the repetitive transfer feature when you transfer a set amount to a single account at regular intervals to your External Account. Please refer to your Deposit Account Agreement (as defined below) or any terms and conditions for your External Accounts regarding limitations, restrictions and or applicable fees. Online Banking will provide you with a positive confirmation that the transfer has been scheduled. Additionally, you may verify that any External Transfer has been processed by signing into Online Banking or using the Mobile Banking Service on the business day following the External Transfer.
- 4.5.6.** External Transfers made to and from your External Account(s) or a Non-Customer External Account can be in any amount, but may not exceed the lesser of the available balance in your Account or the per calendar day limits as determined in the sole discretion of the Bank from time to time. When you schedule an External Transfer, you authorize the Bank to withdraw the funds from your Account(s) with the Bank and Transfer the funds to your External Account or a Non-Customer External Account. You agree that you will instruct the Bank to make a withdrawal only when a sufficient available balance is in your Account(s) at the time of withdrawal. If you do not have a sufficient available balance, including available credit under any overdraft protection plan, we may either complete the transfer - creating one or more overdrafts on your Account - or refuse to complete the transfer or payment. In either case, we reserve the right to impose a non-sufficient funds (NSF) fee. Please refer to your Deposit Account Agreement and the disclosure for any Overdraft Protection Program you are using. To avoid an overdraft on your Account and any corresponding NSF fees, you should always keep more money in your Account than necessary for the payments and transactions made.
- 4.5.7.** If any External Transfer from an External Account is rejected or returned, you authorize us to collect from any of your Bank accounts’ sufficient funds to cover the transaction, plus a charge-back (unpaid deposit item) fee. Any applicable fees will be charged at the same rate as your Account with us for an NSF. If funds are not available from any of your Accounts, you agree to promptly reimburse us for the amount of the return along with applicable service fees, accrued interest, collection fees, and/or legal fees. Please refer to the Bank’s Common Fee Schedule for fee details.

4.6. Additional Information Pertaining to All Services

- 4.6.1. Account Access.** Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment is not a Business Day, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment. However, without limitation on the foregoing, you authorize us, in our discretion, to deduct Payments from the selected Account even if the Transfer or Payment will create an overdraft, but we shall have no obligation to do so. You will be responsible for an overdraft fee or non-sufficient item fee if sufficient funds are not available to pay the Transfer or Payment.)
- 4.6.2. Processing Fund Transfers.** We can process a Transfer made by you until the end of the Transfer Day. If you request a Transfer after the end of the Transfer Day, the Transfer will be processed the following Transfer Day. If you schedule a Transfer for a future date, we will process the transaction after the close of business on that date, if that day is a Business Day. You are fully obligated to us to provide sufficient funds for any Payments or Transfers you make or authorize to be made. If we complete a Payment or Transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other Account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements. If there are insufficient funds in your Account to make a Transfer or Payment, we may, in our discretion, refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any overdraft fees or non-sufficient funds (“NSF”) charges that may apply, as applicable.
- 4.6.3. Canceling Transfers or Payments.**
- 1. Unless otherwise provided in this Agreement, you may not stop payment of electronic fund transfers. Therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.** You may, however, cancel a pending Payment transaction. To do so, we must receive your instruction to cancel no later than one Business Day before the Payment is scheduled to be processed. If we do not receive your instruction to cancel a Payment before that time, we may process the transaction.
 - 2. Stop Payment Orders.** Unless otherwise specified in writing by the Bank, any stop payment order which Customer wishes to place on a Check drawn on an account that is the subject of this Service or is otherwise related to this Service shall be placed in accordance with the Bank's normal stop payment procedures and provisions for other accounts in effect at that time. Customer acknowledges that a Stop Payment Request (defined herein below) may not be placed on any items

other than Checks issued by Customer. Any Stop Payment Request for ACH debits or paper drafts must be placed at a Bank branch office location. If Customer has elected to issue stop payment orders via Online Banking Services, the following provisions shall apply:

- (i) You have requested us to provide Stop Payment Services under Online Banking Services to enable you to electronically issue stop payment entries ("Stop Payment Request"). You hereby agree to use the Stop Payment Services according to the instructions set forth in this Section.
- (ii) You may only submit Stop Payment Requests for Checks that have not yet posted to the Account. Thus, prior to submitting Stop Payment Requests, you must first verify that the Checks have not posted to the Account.
- (iii) You understand and agree that Stop Payment Requests will not take effect unless you provide all the information requested by the Stop Payment screens and provide such information exactly as it appears on the Check, including, but not limited to, the account number, Check number, amount, payee and date. You acknowledge that the computer programs used to provide the Stop Payment Services require exact information regarding the Check and even minor errors in providing the exact information requested may prevent payment from being stopped. For example, if you give us the wrong amount of the Check and the information is only wrong by one cent (.01) or if the Check number you provide is only wrong by one digit, we will not be able to stop payment on the Check. You agree that Bank is not liable to you for payment of any Check over a Stop Payment Request if you do not provide the exact information regarding the Check.
- (iv) Stop Payment Requests that we receive prior to the close of a Business Day, will be effective on that Business Day. Conversely, Stop Payment Requests that we receive after that Cut-Off Time will take effect on the next Business Day. The Business Day on which the Stop Payment Request takes effect is referred as the "Stop Payment Effective Date." We shall not be liable to you for items otherwise properly payable that we pay prior to the Stop Payment Effective Date of your Stop Payment Request or any loss arising out of such payment.
- (v) The Stop Payment Request will be effective for six months, from and including the Stop Payment Effective Date. You may renew or otherwise continue the effectiveness of a Stop Payment Request by making a new Stop Payment Request via Online Banking Services at least one Business Day prior to the expiration of the existing Stop Payment Request. You acknowledge that we are not obligated to stop payment on a Check after the expiration of a Stop Payment Request. However, you agree that we may stop payment according to an expired Stop Payment Request without incurring any liability to you. You further understand and agree that you, and not us, have the obligation to monitor your Stop Payment Requests and that we will not provide you with any notice of the expiration dates of any Stop Payment Request and/or the need to renew any such requests.
- (vi) You understand and agree that we will accept a Stop Payment Request and use reasonable procedures to locate and stop payment on the Check. However, in consideration of our acceptance of the Stop Payment Request, you expressly agree to hold us harmless from any direct or indirect damages if we pay the Check (i) on the day we receive the Stop Payment Request, or (ii) by reason of oversight or inadvertence. Furthermore, you hereby agree that we will not be liable to you for any direct or indirect damages if other Checks drawn by you are returned NSF because we pay the Check under the circumstances noted in (i) or (ii) herein. You further agree to indemnify us against all expenses and costs that might incur by reason of stopping payment on a Check pursuant to a Stop Payment Request, whether it expired or not.
- (vii) You hereby authorize us to automatically charge the Account against which the Check was drawn for applicable Stop Payment fees for each Stop Payment Request and renewal thereof.

4.6.4. Transfer(s) from Savings/Money Market Deposit Accounts. Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. You are limited to six (6) preauthorized electronic fund transfers per monthly statement period. Each fund transfer through these Services from your savings or money market deposit account is counted as one of the six (6) transfers permitted each monthly statement cycle. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts.

4.6.5. Electronic Communications and Notifications.

- .1. E-Mails.** The Bank will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Bank immediately. For example, if you need to stop payment on a Check, to report a lost or stolen card, or to report an unauthorized transaction from one of your Accounts, you should contact the Bank immediately by calling the Online Banking Department (see Section 10.6). The Bank will not take actions based on your e-mail requests until the Bank actually receives your message and has a reasonable opportunity to act. Please see additional information regarding e-mails located in Section 10.1.
- .2. Account Notifications.** You may have the ability to set up an "Account Alert," which is a convenience feature that permits you to request a notification of specific situations. For example, you can request an Account Alert when an Account has reached a certain balance or Check has been processed. You are responsible to input accurate information to set up the Account Alert. Account Alerts do not replace standard communications received from us concerning your Accounts. We are not responsible for any losses, damages or expenses that may occur if an Account Alert is not set up properly or is not processed as a result of factors beyond our reasonable control. You agree to keep your e-mail address up to date, using the Service.

- .3. Secure Messaging.** You may communicate with us using the “Secure Messaging” feature offered as part of the Service. You agree not to use this feature to conduct transactions on an Account, to seek to accomplish any of the available services listed in Section 3.1, or to provide us with instructions or notice. We may post messages for you in the “Secure Messaging” location of our Online Banking website. We may also use e-mail to notify you that a new message has been posted. After you log in, you agree to review all messages. You agree to keep your e-mail address up to date, using the Service. You will be deemed to have “received” the message upon receipt and opening of the message, or by the next Business Day after we post it to the Online Banking website and send you a notification of availability, whichever occurs earliest. You may print a copy of a message using the “print” function of your software. We may not immediately receive messages that you send and we will not take action based on any requests until we actually receive your message and have had a reasonable opportunity to act. Therefore, you should not rely on secure messaging if you need our immediate attention. In such cases, you should contact the Bank immediately by calling the Online Banking Department (see Section 10.6). For example, if you need to report an unauthorized transaction from one of your Accounts, you should call us to ensure prompt action on your request.
- 4.6.6. Overdrafts: Order of Payments, Transfers, and Other Withdrawals.** If funds are withdrawn from any of your Accounts by means of Electronic Funds Transfers, other than through Online Banking on the same Business Day as an Online Banking Transfer or Payment, and if the Account contains insufficient funds to enable both the Electronic Funds Transfer and the Online Banking Transfer or Payment to be made, then the Electronic Funds Transfer will have priority and the Online Banking Transfer or Payment will be refused or will result in an overdraft on your Account. This is at the Bank’s sole discretion.
- 4.6.7. Vendor.** You acknowledge and agree that the Services provided under this Agreement are through an independent third party service provider (“Vendor”) selected by Bank, and that both the Vendor and the Service are subject to change from time to time with or without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Bank. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other.

Article V. Limitations. Your use of these Services is subject to the following limitations:

- 5.1. Dollar Amount.** There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.
- 5.2. Frequency.** In addition to the Federal banking regulations that restrict the number of Transfers, Payments and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.
- 5.3. Foreign Transactions.** No Payments may be made to Payees outside the United States.
- 5.4. Additional Limitations.** Additional limitations may be contained elsewhere in this Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Bank or by applicable law.

Article VI. Parties’ Responsibilities.

6.1. Your Responsibility.

6.1.1. Physical and Electronic Security.

- .1.** You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as “malware,” “keystroke loggers,” and/or “spyware”), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Bank is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.
- .2.** You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing” or “pharming”). You acknowledge that Bank will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Bank transmits to you. In the event you receive an e-mail or other electronic communication that you believe, or has reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. You should notify us immediately of any such e-mail or other electronic communication by calling us at the telephone number for the Bank set forth in

Section 10.6. To the extent allowed by law, you agree that Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

- .3. In the event of a breach of the Security Procedure, you agree to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Bank shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Bank. In the event of a breach of a Security Procedure, you may be required to close your Accounts or to execute a bank approved reactivation agreement before the Services are reinstated to the Account.

6.1.2. Reporting Unauthorized Transactions.

You should notify us immediately if you believe your Access Codes have been lost or stolen, that someone has gained access to the Security Procedure, or that someone has made a Payment or Transfer or may make a Payment or Transfer from your Account without your permission or if you suspect any fraudulent activity on your Account. To notify us, call us at the number provided in Section 10.6. If you are a Consumer, you should refer to Section 3.4 for additional information regarding unauthorized transactions and errors.

6.1.3. Duty to Inspect.

You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by Bank. You must report all errors to the Bank for Services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time. If your service and accounts are established primarily for personal, family, or household purposes, the time period for reporting is not to exceed thirty (30) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Bank any claims arising from the error or any loss caused by the error.

6.1.4. Financial Information.

Bank may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by Bank, in the form required by Bank. If you refuse to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of you is unacceptable, Bank may terminate the Service according to the provisions hereof. You authorize Bank to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

6.1.5. Deadlines.

You shall deliver or transmit all data or information to Bank by the deadline(s) specified in this Agreement. Bank shall have no obligation to process data or perform the Service if the data is not received by the Bank by the specified deadline.

6.1.6. Payment for Services.

- .1. You agree to pay Bank the fees established by Bank for rendering the Services under the terms of this Agreement. Depending on which Online Banking services you subscribe to, you will be charged the applicable Online Banking fees as set forth in our Common Fee Schedule hereby incorporated by reference and made a part hereof. Once you have subscribed and if we charge a monthly fee, you will be charged the applicable monthly fee(s) whether or not you use Online Banking.
- .2. The Bank may change or add any fees for Online Banking by the procedures outlined in Article IX for amending this Agreement. Fees charged for Online Banking under this Agreement are in addition to any service charges or fees that apply to your accounts with us.
- .3. You authorize the Bank to deduct all applicable monthly fees from the Primary Account you have specified. If you close the Primary Account, you must notify us and identify a new Primary Account for the selected services, and unless and/or until you notify us and identify a new Primary Account, fees may be deducted from any other Account you maintain with us or any of our affiliates. Furthermore, Bank may set off against any amount it owes to you in order to obtain payment of your obligations under this Agreement.
- .4. In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Bank). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

6.2. The Bank's Responsibilities.

Bank agrees to use ordinary care in rendering Services under this Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Bank may incur in collecting any sums you owe to Bank for overdrafts, service charges or otherwise or in enforcing any rights Bank may have under the terms of this Agreement or applicable law, rule or regulation applicable to your Account(s) or the Services rendered by Bank under this Agreement.

You also agree to pay all attorneys' fees, costs and expenses that Bank may incur as the result of defending any claim or action made against Bank by you, or on your behalf where Bank is found not to be liable for such claim. In no event shall Bank be liable to you for attorneys' fees incurred by you in any action brought by you against Bank.

Our sole responsibility for an error in a Transfer will be to correct the error. Without limiting the generality of the foregoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

- (a) Access. We will not be liable under this Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.
- (b) Your Computer Equipment & Your Software. We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your Equipment used with our Services. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Mozilla Firefox®, Microsoft Internet Explorer®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any Equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Online Banking Services.
- (c) Any Transaction or Instruction that: (i) exceeds your collected and available funds on deposit with the Bank; (ii) is not in accordance with any condition indicated by you and agreed to by the Bank; (iii) the Bank has reason to believe it may not be authorized by you; (iv) involves funds subject to hold, dispute, or legal process preventing their withdrawal; (v) would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (vi) is not in accordance with any other requirement stated in this Agreement or any Bank policy, procedure or practice; or, (vii) for the protection of the Bank or you, the Bank has reasonable cause not to honor.

Article VII. Privacy/Information Sharing.

7.1. Personal Accounts and Services.

The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the Transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) where it is necessary for activating additional services; (e) to a consumer reporting agency for research purposes only; (f) if you give us your written permission; (g) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (h) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our banking locations.

Article VIII. Termination.

8.1. Termination Upon Written Notice.

Either you or the Bank may terminate this Agreement and your Online Banking subscription at any time upon giving written notice of the termination to the Bank. Any termination by Customer must be on written notice to Bank and shall be effective ten (10) days after giving notice to the Bank or any other date that is mutually agreeable to the parties. Any termination by the Bank shall be effective either as of the date of termination or on the date specified in the notice of termination. If you terminate Online Banking, you authorize the Bank to continue making Transfers or Payments you have previously authorized and continue to charge monthly fees until such time as the Bank has had a reasonable opportunity to act upon your termination notice. Once the Bank has acted upon your termination notice, the Bank will make no further Transfers or Payments from your Accounts, including any Transfers or Payments you have previously authorized. If the Bank terminates your use of Online Banking, the Bank reserves the right to make no further Transfers or Payments from your Accounts, including any transactions you have previously authorized.

8.2. Immediate Termination.

Notwithstanding Section 8.18.1, Bank may immediately terminate this Agreement without notice if, (a) you or we close your Account(s), or (b) in Bank's sole discretion, Bank determines that you have abused the Online Banking Service or Bank believes that it will suffer a loss or other damage if the Agreement is not terminated, or (c) if Bank discontinues the Services to customers who are similarly situated as you or revises the Service to the extent termination is necessary for an ordinary transition to a new service.

8.3. Rights Cumulative.

Bank's election to terminate this Agreement is in addition to any and all other remedies that may be available to Bank and will not affect any obligations you may have to Bank. Any reinstatement of the Service under this Agreement will be at Bank's sole discretion and Account must be agreed upon in writing by an authorized representative of the Bank.

8.4. Rights/Duties Upon Termination.

Upon termination of this Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within fifteen (15) days after the later to occur of (i) termination of the Agreement or (ii) the last date that such party receives any such property or rights. Upon termination of this Agreement, (i) you will promptly pay to Bank all sums due or to become due under this Agreement, and (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

Article IX. Changes in Terms and other Amendments.

9.1. Personal Accounts and Services.

Where the EFTA and REG E apply, the Bank may amend this Agreement at any time by sending notice to you by mail or, to the extent permitted by law, by e-mail or electronic communication through Online Banking, Mobile Banking, the Zelle Service, the External Transfer Service, or any other mobile or online Service offered by the Bank, at least 21 days before the effective date of the amendment. Where the EFTA and REG E apply, notice is always required if the change would result in:

- Increased fees for you;
- Increased liability for you;
- Fewer types of available electronic fund transfers; or
- Stricter limitations on the frequency of dollar amount of transfers.

If the EFTA and REG E apply, we are not required to give notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an Account or an electronic fund transfer system. However, if such a change is permanent, and disclosure would not jeopardize security, we will notify you in writing on or with the next regularly scheduled periodic statement or within 30 days of making the change permanent. Such notices will also be published on the Bank's web site. If the EFTA and REG E do not apply to a particular transaction, and other state or federal laws do not specify any notice or other requirements for an amendment, we will decide what kind of notice (if any) we will give you and the method of providing any such notice. Your continued use of Online Banking is your agreement to any amendments of the Agreement, including the Operating Instructions as may be amended from time to time.

Article X. Other Provisions.

10.1. Electronic Notices.

We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate Electronic means in accordance with this Agreement. You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus, **DO NOT** send confidential personal or financial information to us by e-mail. Likewise, for your security, we do not accept instructions for the operation of your Accounts by e-mail. We also do not communicate with you through email except as provided in this Section 10.1 and in Section 4.6.5. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a Payment). In these cases, **do not use e-mail**. Instead, you should call us at the number provided in Section 10.6.

10.2. Hours of Operation.

Our representatives are available to assist you Monday through Friday from the hours of 8:00 a.m. to 5:00 p.m. Central Time (Standard or Daylight), except holidays, by calling the number provided in Section 10.6. We reserve the right to change these times upon our sole discretion with or without notice to you.

10.3. Ownership of Website.

The content, information and offers on our website are copyrighted by Bank and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sublicense, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Bank's sites are the trademarks, service marks or logos of Bank, or others as indicated.

10.4. Web-linking Practices.

Bank may provide access to information, products or services offered on other third party web sites. The Bank is not responsible for, nor does it control, the content, products, or services provided by linked sites. The Bank does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Bank and have a privacy policy different than that of the Bank. Your access, use and reliance upon such content, products or services is at your own risk.

10.5. Geographic Restrictions.

The Services described in this Agreement and any application for credit, deposit services, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

10.6. Contact Information.

In case of questions about your electronic transactions contact customer service at:

Mail and Telephone
BankPlus 385A Highland Colony Parkway, Suite 110 Ridgeland, Mississippi 39157 Tel: 800.511.7587

10.7. Deposit Account Agreement.

You acknowledge and agree that your Account maintained with Bank is an integral part of the Services offered by Bank and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing Accounts in effect from time to time between you and Bank. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your Account required by Bank. If you have not signed the foregoing forms required by Bank, by signing this Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any Check on your Account. You also agree to establish all Accounts that must be opened in conjunction with the Service provided by Bank.

10.8. Effective Dates.

The effective date of this Agreement shall be the date upon which the Agreement is approved or otherwise executed by you and accepted by Bank.

10.9. Internet Disclaimer.

For any Service(s) described in the Agreement utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Bank's ability to connect to the Internet on your behalf.

10.10. Limitation of Liability.

10.10.1. YOU AGREE THAT BANK SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, BANK OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.10.2. TO THE FULLEST EXTENT ALLOWED BY LAW, BANK'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IF YOUR USE OF THE SERVICE IS NOT PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY THE BANK DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.

10.10.3. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY BANK ON AN "AS IS" BASIS.

10.10.4. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT,

WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

10.10.5. BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10.10.6. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR EQUIPMENT, COMPUTER HARDWARE OR SOFTWARE FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY EQUIPMENT, COMPUTER HARDWARE, SOFTWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO BANK OR FROM BANK TO YOU. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR EQUIPMENT, COMPUTER HARDWARE OR SOFTWARE.

10.11. Force Majeure.

The Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; Equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

10.12. Reimbursement.

Any reimbursement by Bank for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your Accounts.

10.13. Indemnification.

In addition to other indemnification and liability provisions elsewhere in this Agreement, to the fullest extent allowed by law, if your use of the Service is not primarily for personal, family, or household purposes, and/or if your applicable Account(s) is (are) not established primarily for personal, family or household purposes, you will be liable for, hold harmless, and will indemnify the Bank and Vendor, and their respective employees and agents, from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by the Bank arising out of your failure to report required changes, transmission of incorrect data to the Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by the Bank's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold the Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Agreement, (ii) the Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by the Bank to be an authorized representative of you, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (iv) your breach of applicable laws, rules or regulations.

10.14. ARBITRATION AND WAIVER OF JURY TRIAL.

10.14.1. ARBITRATION FOR ALL CLAIMS. ALL DISPUTES RESOLVED BY ARBITRATION. YOU AND BANK AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS AGREEMENT INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND BANK, OR BETWEEN YOU AND ANY OF BANK'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS AGREEMENT OR ANY RELATED SERVICE AGREEMENTS, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION.

WITH RESPECT TO DISPUTES SUBMITTED TO ARBITRATION, CUSTOMER AND BANK EACH WAIVE ALL RIGHTS TO A TRIAL BY JURY. IF A CLAIM IS SUBMITTED TO ARBITRATION:

- (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL;
- (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES;
- (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE;
- (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND
- (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND BANK. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS AGREEMENT OR ANY SERVICE AGREEMENT.

10.14.2. SELECTION OF ARBITRATOR. THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY. THE ARBITRATOR SHALL HAVE SOLE DISCRETION TO USE ANY COMMERCIALLY REASONABLE RULES OF ARBITRATION, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES. IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, THEN EACH PARTY SHALL DESIGNATE AN ARBITRATOR REPRESENTATIVE AND THE ARBITRATOR REPRESENTATIVES SHALL SELECT THE ARBITRATOR. THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY.

10.14.3. ARBITRATION RULES. THE ARBITRATOR SHALL HAVE SOLE DISCRETION TO USE ANY COMMERCIALLY REASONABLE RULES OF ARBITRATION, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES; PROVIDED, HOWEVER, THAT TO THE EXTENT THE ARBITRATION RULES CONTAIN PROVISIONS REGARDING THE USE OF ANY CONSUMER ARBITRATION RULES, THE FORUM OF ANY SUCH ARBITRATION, THE ALLOCATION OF FEES FOR ANY SUCH ARBITRATION AND/OR ANY OTHER PROVISIONS CONTRARY TO THIS AGREEMENT, THOSE RULES ARE DELETED AND/OR EXPRESSLY SUPERSEDED BY THIS AGREEMENT. TO THE EXTENT ANY AMBIGUITY EXISTS BETWEEN THE ARBITRATION RULES AND THIS AGREEMENT, THIS AGREEMENT SHALL CONTROL.

10.14.4. LOCATION OF ARBITRATION. ANY ARBITRATION TAKING PLACE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN MADISON, MISSISSIPPI, OR SUCH OTHER LOCATION AGREED UPON IN WRITING BY THE PARTIES.

10.15. Governing Law.

These terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to its conflict of law provisions and without regard to your state of residence.

10.16. Enforcement.

In the event a dispute arises either directly or indirectly under this Agreement, the prevailing party in any such action shall be entitled, subject to applicable law and the provisions of any applicable arbitration provision, to payment by the other party of its reasonable attorneys' fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

10.17. Miscellaneous Provisions.

10.17.1. Headings. The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.

10.17.2. Severability. The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

10.17.3. Waiver. No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of you under this Agreement shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

10.17.4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

10.17.5. Entire Agreement. This Agreement constitutes the entire agreement and supersedes any prior agreements between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

10.17.6. Transfers and Assignments. You cannot transfer or assign any rights or obligations under this Agreement without Bank's written consent. The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.

BY CLICKING ON THE “I AGREE” BUTTON RELATING TO THIS AGREEMENT WITHIN ONLINE BANKING, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT YOU ACCEPT THIS AGREEMENT WITHOUT MODIFICATION, AND THAT YOU WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF YOU SIGNED THE AGREEMENT. YOU AGREE TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT AND SUCH TERMS AND CONDITIONS AS MAY BE AMENDED IN THE FUTURE.