

Terms and Conditions for Online Banking, Mobile Banking and Mobile Deposit

To use Online Banking registration and to access the Service, you must accept this Online Banking Agreement (the "Agreement") between The Equitable Bank (the "Bank," "we," "us" or "our") and each customer enrolled in the Online Banking service ("you," "your" or "yours"). This Agreement contains the terms and conditions that apply to your use of the Service. The terms and conditions contained in this Agreement are in addition to any and all terms, conditions, rules and regulations that apply to any accounts, including the Account(s), or services you obtain from the Bank. Your registration for use of the Service constitutes your acknowledgment and agreement with the terms and conditions of this Agreement.

The Bank reserves the right to change the terms and conditions of this Agreement at any time. When material changes are made, we will update this Agreement and send you a notice at the address shown on our records, or we may notify you by email. Revised terms and conditions shall become effective at the earliest date allowed by applicable law or regulation. It is your responsibility to review the Agreement from time to time to be aware of any modifications. Your continued use of the Service will indicate your agreement to any such modification.

This Agreement provides consumer protections for our customers who use the Service for personal, family or household purposes. For business Accounts, such protections do not apply.

To complete your Online Banking registration, read this Agreement and click the "Accept" button at the end of this Agreement. Please note that you must click the "Accept" button to process your application. Please be advised that by clicking on the "Accept" button, you are consenting to receive the Electronic Disclosures discussed herein electronically.

I. Definitions

Account(s) – are your deposit and other accounts, including checking, savings, money market accounts, CDs and IRAs, with us that may be accessed via Online Banking.

Account Agreement(s) – are your agreements with us governing your Accounts.

Bill Payment Account(s) – is the Account(s) you have designated for us to debit with respect to Payees in connection with Bill Payment.

Bill Payment – is the service function that allows you to pay or transfer funds to designated Payees based upon your instructions to us via a personal computer or your Mobile Device. Online Banking – is the Internet-based service that provides access to your Accounts with us. Electronic Disclosures – are those disclosures discussed in the section of this Agreement entitled "Online and Mobile Banking Services Electronic Disclosure and Consent." Mobile Account – is an Account that you have enabled to be accessed from your Mobile Device.

Mobile Banking - permits you to obtain information about your Mobile Accounts, make transfers and Mobile Deposits and view alerts with your Mobile Device.

Mobile Device – is a cell phone or other handheld device that can send and receive information using Mobile Banking. Information concerning the requirements for Mobile Devices can be found on our website, which may be updated from time.

Mobile Deposit – is a deposit to your Mobile Account via your Mobile Device.

Payee – is any individual, bank, educational institution, company, merchant or other business entity you wish to pay using Bill Payment.

Service - means collectively the Online Banking and Mobile Banking services provided under this Agreement.

II. Access to the Service

Eligibility and Security Code: To activate the Service, you must have at least one Account with us. You must enroll in Online Banking to use Mobile Banking. If you are logging in to Online Banking for the first time, you will be able to select an Online Banking identification (“ID”) and password (collectively, a “Security Code”). Your ID may be up to eighteen (18) characters of any combination of letters, numbers or special characters. Passwords may contain a minimum of seven (7) and a maximum of sixteen (16) characters (alpha and numeric). Special characters such as punctuation marks (#, @, *, etc.) cannot be used in passwords. Passwords also cannot read the same backward and forward. Please note that your Security Code is case sensitive. For security purposes, we recommend you memorize your Security Code and do not write it down.

We may require you to change your Security Code from time to time. By entering into this Agreement and using Online Banking, you agree to protect the security of your Security Code and any other numbers, codes, marks, signs, tokens, or other means of identification of you as an Online Banking client. Any person having access to your Security Code will be able to access Online Banking and perform all transactions, including reviewing information and making transfers.

Your ID and password can remain in your browser's cache and anyone could gain access to your account if you leave your browser unattended. For that reason, we recommend you always use the “Logout” button to exit Online Banking and close out your browser once you have completed your session, anytime you walk away or when you open another browser.

When activating Online Banking, you will be given the option to register your computer as a computer that you trust and use regularly. Do not register any computer with Online Banking that you do not control or that is accessible to the public.

Upon registration, you will also be required to provide answers to a series of challenge questions. The challenge questions may be used to verify your identity when you are logging in from a computer that has not been registered with Online Banking.

Security: Online Banking utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet.

Encryption – The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Online Banking. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement. Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from “open” to “locked.”

Certificate Authority – The servers hosting Online Banking have been certified by a Certificate Authority to assure you that you are actually talking to the Bank instead of someone pretending to be us. If you are using an older browser, such as anything prior to versions 4.0 on Netscape Navigator or Internet Explorer, you will see that the Certificate Authorities key may have expired. You will need to update your browser. By clicking on the lock, you can view the certificate to ensure it is valid.

Cookies – When you use Online Banking, a persistent encrypted cookie will be passed to your computer to confirm your identity. This cookie enables us to process multiple transactions during the session without you having to provide your Security Code for each individual transaction; however, it will challenge you with security questions when you request certain transactions or reach certain limits. You should ensure that your browser will accept persistent cookies. Your security is enhanced by the acceptance of the cookies, which is stored on your computer's hard-drive.

Additional Security Guidelines – You should sign-off after every Online Banking session;

however, online sessions will automatically end after 20 minutes of inactivity. This is to protect you in case you accidentally leave your computer unattended after you log-in. When you return to your computer, you will be prompted to re-enter your Security Code and your session will continue where you left off.

- The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore, we recommend that you refrain from accessing Online Banking on a public computer.
- Routinely scan your computer, servers and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or spyware may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit sensitive data to another third party or transmit a virus to other computers.
- Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- Keep your computer's operating system and browser fully patched for critical security issues. We recommend your use of the most current, fully patched, versions of Internet browsers for accessing Online Banking.
- If you use wireless Internet access, turn on the encryption.
- You are only allowed four (4) login attempts before your access to Online Banking will be locked out. If you successfully log in to Online Banking, the counter for password attempts will be reset. If you are locked out of your account, please contact us by one of the methods listed in this Agreement to regain access to Online Banking. New passwords must have a minimum of four (4) characters that are different from the old password to be accepted.
- Be cautious of emails you are not expecting and that ask for your personal information (e.g. ATM card number, ID). We will never ask for your personal information through email. If you are ever contacted by anyone asking for your Security Code, you should refuse and immediately contact us. You may be the target of attempted identity theft.

We are not responsible for any damage to your computer, modem, telephone, Mobile Device or other property resulting from the use of the Service, including damage from any electronic virus, worms, Trojan Horses or other similar harmful components that you may encounter.

You are solely responsible for the proper installation, configuration, and maintenance of any intrusion detection system that you may use, and we will not be responsible if any non-public personal information is accessed via the Service due to any virus residing or being contracted by your computer or your Mobile Device at any time or from any source.

Access: The Service is generally accessible twenty-four (24) hours a day, seven (7) days a week, except during maintenance periods or periods during which it is otherwise not operable, such as Bank holidays. We may modify, suspend, or terminate access to the Service at any time and for any reason without notice or refund of fees you have paid. You may access only those Accounts through the Service for which you are an authorized signer. In addition, your current and available account balances are updated every time you enter Online Banking. Up-to-date transaction history will generally be available after 8:00 a.m. (Central time) on business days.

Equipment and Software Requirements:

Online Banking – To use Online Banking, you need a computer with a modem and a web browser. We generally support all current and major releases of Internet browsers; however, some browsers may not be supported. When browsing in a supported browser, the browser will display a locked padlock icon at the bottom. If not secure, the padlock will appear unlocked. You should also have software which permits you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader. You are responsible for the selection, set-up, and maintenance of all systems, hardware, software and Internet service provider and for any defect, malfunction or interruption in Online Banking.

Mobile Banking – To access Mobile Banking, you must have a Mobile Device. Depending on the Mobile Device and telecommunications carrier you use, you may be required to download and install an application or other software to your Mobile Device (a "Mobile Application") to access and use Mobile Banking. It is solely your responsibility to download and install any Mobile Application that is required to access Mobile Banking. We have no responsibility to notify you of any changes to or new releases of any required Mobile Application, and we 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. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO ANY MOBILE APPLICATION, 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 us, our service providers, affiliates and all other parties from all claims and damages that may arise from or relate to your use of any Mobile Application. 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.

III. Online Banking

Description of Services: You may use Online Banking to perform the following functions:

Access any Account under the same social security number you provided when you registered.

Check your current account balances and see your transaction history.

Transfer money between your Accounts.

Access your consumer, home equity and mortgage loan balances and history and make consumer and mortgage loan payments from an Account.

Verify if a check, Debit Card, ATM card, Mobile Deposit or direct deposit transaction has cleared.

Make Bill Payments

Exchange data with personal financial management software, such as Microsoft Money®.

Your ability to access and transfer to and from Accounts may be restricted by your relationship to the Account. As an example, beneficiaries will not have access to Account information. There may also be restrictions on the number of transfers you can make from certain Accounts.

We may add or remove certain features and/or functionality to Online Banking from time-to-time. Some services available through Online Banking are optional and may require you to enter into separate agreements.

Internal Transfers:

Amounts – You may request the internal transfer of any available funds in your Account(s). If your Account(s) have a minimum balance requirement you will not be allowed to transfer any amounts that would cause your account balance to drop below the minimum Account balance.

Processing Internal Transfers – Transactions performed after 8:00 p.m. (Central time) Monday through Friday, after 5:00 p.m. (Central time) on Saturdays or at any time on Sundays will be processed the following business day. If you initiate a transfer through Online Banking after our cut off times, you will receive a message stating that your transfer has been completed; however, the transaction will not be able to be viewed in history until the following business day. If you schedule an internal transfer for a future date, we will process the transaction on that date. However, if the date you request for a future internal transfer is not a business day, we will process the transaction on the following business day.

When you schedule an internal transfer using Online Banking, you authorize us to withdraw the necessary funds from your Account. For internal transfer requests that are made electronically, we deduct the amount of your internal transfer from your Account on the date we process your instruction.

Please be aware that checks, ATM and Debit Card activity will occur before transfers that are made during offline processing hours. Specifically, transfers will be processed at 1:00 a.m. (Central time) on business days. If the account from which the transfer is being made does not contain sufficient funds to complete the transfer, up to two additional attempts (one attempt on each of the subsequent business days) will be made to complete the transfer. No further attempts will be made.

Canceling Internal Transfers – You may cancel a pending internal transfer. However, to do so, we must receive your cancellation request before the cut-off time on the date the transfer is scheduled to be processed. If we do not receive your instruction to cancel a transfer before that time, we may process the transfer.

Multiple Funds Transfer Requests – If more than one transfer request from or between Accounts is made at or about the same time and the available funds in the applicable Account do not cover all of such transfer requests, we, at our option, may execute as many of such transfer requests as possible within the dollar limits of such available funds, in any order convenient to us.

Periodic Statements – We give each internal transfer made through Online Banking a confirmation number. This number appears on the periodic statements for both Accounts. You may review internal transfers by viewing your Account activity within Online Banking.

We recommend that you not request internal transfers from a savings/money market deposit account through Online Banking because federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from these accounts. Under these regulations, you are limited to a total of six (6) preauthorized or telephone transfers per month from savings and money market deposit accounts, including Online Banking, checks and point-of-sale transactions. Each fund transfer through Online Banking from your savings or money market deposit account is counted as one of the six (6) limited transfers you are permitted each month.

Bill Payment: If you select the Bill Payment function, you can pay bills either on an automatic, recurring basis or periodically as you request. You need to provide us with the name and address of the Payee (i.e., the person you want to pay), your account number with that Payee and any other information we require to properly debit your Bill Payment Account and credit your account with the Payee. We may refuse to allow you to designate a particular Payee or class of Payees.

How Bill Payments Are Made: We process your Bill Payment requests through Online Banking in one of the following ways:

We may send Bill Payments through an electronic transmission to the Payee. Payees who receive electronic delivery will receive your Bill Payment information, including your account number, through a computer link. Bill Payments made electronically are generally received and credited by most Payees within two (2) business days;

We may send Bill Payments by a check drawn on your Bill Payment Account and mailed to the Payee. We send all checks through the U.S. mail. Please allow seven (7) business days for Bill Payments issued as checks.

From time to time, we may receive instructions from a Payee that direct us, in order to ensure the timely processing of your Bill Payment, to send your Bill Payment to an address other than the one that you provided us, or that direct us to make your Bill Payment electronically rather than by check, to an account owned by the Payee at another bank. When we receive such Bill Payment instructions from the Payee, we may, in our sole discretion, follow those instructions with no further authorization from you.

Since Bill Payments may be processed in different ways, it is important for you to schedule your Bill Payments within the time frame specified below to ensure the timely processing of your Bill Payment.

Amounts – You may use the Bill Payment service with any Account that is a checking account. You may make Bill Payments in any amount between \$.01 and \$9,999,999.00. Processing Bill Payments – Bill Payment requests, recurring or one time, received after 8:00 p.m. (Central time) Monday through Friday, after 5:00 p.m. (Central time) on Saturdays or at any time on Sundays will be processed the following business day.

Recurring Bill Payments that fall on a day that is not a business day will be processed on the business day immediately preceding the scheduled Bill Payment date.

When you schedule a Bill Payment using Online Banking, you authorize us to withdraw the necessary funds from your Bill Payment Account. For Bill Payment requests that are made electronically, we deduct the amount of your Bill Payment from your Bill Payment Account on the date we process your instruction. If a Bill Payment request is processed as a check drawn on your Bill Payment Account, we deduct the amount of your payment when the item clears your Bill Payment Account. To help ensure that your Bill Payments arrive on time, you must schedule your electronic Bill Payments to be processed at least

(2) business days before the payment due date and check payments at least seven (7) business days before. This generally allows sufficient time for the Payee to receive and post your Bill Payment. If you do not have sufficient funds in your Bill Payment Account when a Bill Payment request is made, we may in our discretion, refuse to process such Bill Payment or process such Bill Payment subject to the overdraft and non-sufficient fund provisions governing your Bill Payment Account. You are responsible for any non-sufficient funds and overdraft charges that apply if a Bill Payment is processed when there are insufficient funds in your Bill Payment Account.

Adding Payees – When you add Payees to the Service, you must be sure to enter your account number and address as they appear on your payment stub or invoice.

Occasionally a Payee may choose not to participate in the Bill Payment services, or may require additional information before accepting payments. We work with these Payees to encourage them to accept an electronic or check payment from us. If we are unsuccessful, or if we believe that the Payee cannot process payments in a timely manner, we may decline to make future payments to this Payee. In the unlikely event that this occurs, we will send you a notice. We may refuse to make payments to certain Payees (such as government agencies and Payees outside

the United States

Canceling Bill Payments – You may cancel a pending Bill Payment transaction. However, to do so, we must receive your instruction to cancel before the cut-off time on the date the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.

No Signature Required – When using the Bill Payment service, you agree that we, without prior notice to you, may debit your Bill Payment Account(s) to pay checks that you have not signed by hand or by a legally acceptable form of electronic signature (e.g., digital signature).

Links to External Websites: For the convenience of our customers, Online Banking may contain links to other web sites not owned or managed by the Bank. We are not responsible for the content in such websites, and such websites are not investigated, monitored, or checked for accuracy by us.

Access to Home Equity Line of Credit: Access to your Home Equity Line of Credit through Online Banking is equivalent to accessing your Home Equity Line of Credit by check; however, there can be no stop payment orders issued and the minimum orders issued and the minimum dollar amount for each loan remains applicable.

Additional Business Services: Business Accounts may have different services available to them like the ability to originate ACH transfers. These services are provided under separate agreements. Please contact the Bank for more information about the different services available for business Accounts.

IV. Mobile Banking

Registration for Mobile Banking: To access Mobile Banking, you must register for Mobile Banking while logged on to Online Banking or through your Mobile Device. As part of the registration process, you may be required to provide information about your Mobile Device, as well as the telephone number for your Mobile Device and the telecommunications carrier that provides service to your Mobile Device. It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated. It is also your responsibility to update such information as necessary to ensure that the information you have provided to us is current and accurate, including the telephone number and telecommunications carrier for your Mobile Device, your name, address, other phone numbers, and email address. We reserve the right to refuse or cancel your registration for Mobile Banking if we cannot verify information about your Mobile Device.

Once you have registered, your Mobile Device may be used to access Mobile Banking. You are responsible for maintaining the security of your Mobile Device. You acknowledge that your Mobile Device is subject to the same security risks as computers that are attached to the Internet and agree that it is your responsibility to maintain anti-virus and anti-spyware programs on your Mobile Device. Except as otherwise provided in this Agreement, you are responsible for all transactions made using your Mobile Device. Mobile Banking will display sensitive information about your Mobile Accounts, including balances and transfer amounts. Anyone with access to your Mobile Device may be able to view this information.

By participating in Mobile Banking, you agree that Mobile Banking may require the use of your Mobile Device's data and text messaging capabilities. You agree that we are not responsible for any charges you may incur while using Mobile Banking. Message and data rates may apply. For help, text "HELP" to 48179. To cancel, text "STOP" to 48179 at any time. In case of questions, please contact customer service at (414) 475-1690 or visit www.TheEquitableBank.com.

Limitations on Mobile Banking: The balance of a Mobile Account may be subject to change at

any time, and the information provided to you through Mobile Banking may become quickly outdated. Because Mobile Banking is accessible only through your Mobile Device, your access to Mobile Banking may be limited by the service provided by your telecommunications carrier. Neither we nor any of our service providers and affiliates guarantee: (i) either the delivery or the accuracy of any information requested or provided through Mobile Banking; or (ii) that you will have continuous or uninterrupted access to Mobile Banking. We are not responsible for any delay, failure or error in the transmission or content of the information provided through Mobile Banking. Neither we nor any of our service providers and affiliates will be liable for damages arising from the non-delivery, delayed delivery, or improper delivery of any information through Mobile Banking, from any inaccurate information provided through Mobile Banking, from your use of or reliance on any information provided through Mobile Banking, or from your inability to access Mobile Banking. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your Mobile Device service provider or any app store.

Additionally, not all of the products, services or functionality described on Online Banking or in this Agreement are available when you use a Mobile Device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a Mobile Device. We reserve the right to determine your eligibility for any product, service or functionality at any time.

Uses and Functions of Mobile Deposit:

Account Access – With the Mobile Banking service, you may use your Mobile Device to:

- View balances and recent transactions for each Mobile Account;
- Make immediate, one-time transfers of funds between your Mobile Accounts, subject to the terms governing transfers set forth in this Agreement
- View alerts as long as you have enabled the option through Online Banking; and
- Make Mobile Deposits, subject to the Terms and Conditions: The Equitable Bank, SSB Mobile Banking and Mobile Remote Deposit Capture.

Although the Mobile Banking Service allows you to make one-time transfers, you cannot schedule future or recurring transfers through your Mobile Device. A transfer, requested through your Mobile Device, cannot be stopped.

You may also access additional non-transfer services through Mobile Banking, such as a service to assist you in locating our nearest branch or ATM.

Text Messaging – The text messaging function enables you to access your Mobile Account(s) through a Mobile Device with text messaging capabilities. By registering a Mobile Device for this function, you agree to receive and send electronic text messages about your Mobile Accounts and/or request certain information on your Mobile Account(s). We will send text messages to you based upon the instructions you provide at the time of the text message request. You hereby acknowledge and accept that each message is sent to you without being encrypted and will include certain information about your Mobile Account requested by you. You may request and receive text messages concerning your Mobile Accounts on any text-enabled Mobile Device. It is your responsibility to determine if your wireless carrier provider supports text messaging and your Mobile Device is capable of receiving text messages. Our text messages are subject to the terms and conditions of your agreement with your service provider even if your use of the text messaging service results in additional or changed fees.

Once you activate your Mobile Device for this service, you are responsible for keeping any personal information in your Mobile Device secure. For your protection, you agree to:

- Log on to Online Banking and cancel your text message service if your Mobile Device is lost or stolen and contact us immediately;
- Log on to Online Banking and cancel or edit your text message service if there are changes to your wireless carrier provider or Mobile Device number (i.e., cell phone number); and
- Erase your “Sent Messages” and “Inbox” that may contain your text message access number or other personal information.

You acknowledge, agree and understand that your receipt of any text messages may be delayed or prevented by factor(s) affecting your wireless carrier provider and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any message(s). You agree not to hold us liable for any losses, damages or costs that may arise in whole or in part, from:

Non-delivery, delayed delivery, or the misdirected delivery of any message; Inaccurate or incomplete content in any message; and

Your reliance on or use of the information provided in any text message for any purpose.

We provide this service as a convenience to you. We do not use text messaging for any purpose not included in Mobile Banking and will not respond to text messages sent to us that do not comply with appropriate action codes. A text message does not constitute an official record for the Mobile Account to which it pertains. We reserve the right to terminate this service or begin charging a fee for this service at any time without prior notice to you, except where required by law.

Mobile Deposit: Once you enroll in Mobile Banking, if you have a Mobile Device equipped with an auto-focus camera, you may begin using Mobile Deposit as long as your Mobile Account is in good standing and you accept the terms and conditions governing Mobile Deposits set forth in the Terms and Conditions: The Equitable Bank, SSB Mobile Banking and Mobile Remote Deposit Capture. We reserve the right to change, suspend, or revoke services at any time without prior notice.

Provisions Applicable to Business Accounts Only: Unless you notify us immediately that your Mobile Device is subject to unauthorized use or that you suspect unauthorized transactions on a Mobile Account, we are entitled to rely on and deem the use of your Mobile Device to gain access to the Service as your authorization for every transaction involving your Mobile Accounts that are Business Accounts.

V. Fees

Please refer to the schedule of fees contained or referenced in your Account Agreement. You authorize us to automatically debit the primary Account designated by you for all fees due hereunder.

While we do not charge you any fee to register for or access the Service, you may incur charges to receive Internet, cellular or other data services on your Mobile Device or to connect to the Internet through your personal computer. You may also incur charges from your telecommunications carrier when sending and receiving information in connection with your use of Mobile Banking. We reserve the right to begin charging fees for the Service at any time and in our sole discretion.

VI. Provisions Applicable to Consumer Accounts Only

Responsibilities of the Consumer:

Authorized Use of Services by Other Persons – You are responsible for keeping your Security Code confidential. We are entitled to act on a transaction and other instructions received using your Security Code, and you agree that the use of your Security Code will authenticate your identity and verify the instructions you have provided to us for the transaction(s). If you authorize other persons to use your Security Code in any manner, your authorization will be considered

unlimited in amount and manner until you have notified us in writing that you have revoked the authorization and changed your Security Code. You are responsible for any transactions made by such persons until you notify us that transfers by that person or instructions regarding your consumer Account(s) are no longer authorized and we have a reasonable opportunity to act upon the change of your Security Code.

We will never contact you via email or telephone requesting your Security Code. If you are ever contacted by anyone asking for your Security Code, you should refuse and immediately contact us. You may be the target of attempted identity theft.

Reporting Unauthorized Transactions – You should notify us immediately if you believe your Security Code has been lost or stolen or that someone has transferred or may transfer money from your consumer Account without your permission, if the phone number for your Mobile Device is changed or service is terminated, if you believe that your Mobile Device has been lost or destroyed or that your Mobile Device or any Mobile Accounts have been accessed or used without your authorization or if you suspect any fraudulent activity on your consumer Account. To notify us call (414) 476-6434 between the hours of 8:30 a.m. and 5:00 p.m. (Central Time), Monday through Friday (except Bank holidays) or write: The Equitable Bank, Electronic Banking Department, 2290 N. Mayfair Road, Wauwatosa, Wisconsin 53226. You should also call the number, contact us electronically, or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Consumer Liability for Unauthorized Transactions – Tell us AT ONCE if you believe your Security Code has been lost or stolen, or if you believe that a transfer has been made without your permission using information from your check or Mobile Device.

Telephoning is the best way of keeping your possible losses down. You could lose all the money in your consumer Account.

If you tell us within two (2) business days after you learn of the loss or theft of your Security Code, you can lose no more than \$50 if someone used your Security Code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Security Code, and we can prove that we could have stopped someone from using your Security Code without your permission if you had told us, you could lose as much as \$500. If your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or otherwise delivered to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Resolving Errors or Problems – In case of errors or questions about your transfers, telephone us at (414) 476-6434 between the hours of 8:30 a.m. and 5:00 p.m. (Central Time), Monday through Friday (except Bank holidays) or write us at The Equitable Bank, Electronic Banking Department, 2290 N. Mayfair Road, Wauwatosa, Wisconsin 53226. Notify us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When providing us with notice of any error or problem, please include: (i) your consumer Account number (if any), (ii) a description of the error on the transfer and an explanation why you believe the transfer was an error; (iii) the dollar amount of the suspected error; and (iv) any additional information we may need. 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 if the transfer involved a new consumer Account) after we hear from you and will correct any error promptly. If we need more time, however, we

may take up to forty-five (45) days (ninety (90) days if the transfer involved a new consumer Account) to investigate your complaint or question. If we decide to do this, we will credit your consumer Account within ten (10) business days (twenty (20) business days if the transfer involved a new consumer 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, we may not credit your consumer Account. Your consumer Account is considered new for the first thirty (30) days after the first deposit is made unless each of you already has an established account with us before this consumer Account was opened. 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 and debit any funds credited to your account. You may ask for copies of the documents that we used in our investigation. Your Email Address – You are responsible for providing us with your current email address. You may update your email address at any time through Online Banking. It is important that you update your email address with us; otherwise, you will not receive email notification of changes to your Online Banking.

The Bank's Liability for Failure to Make Transfers: If we do not complete a transfer to or from your consumer account on time or in the correct amount, or cancel a transfer that was properly requested, according to our agreement with you, we are liable for your losses or damages. There are some exceptions to our liability for processing transactions on your consumer Accounts. We will not be liable, for instance, if:

Through no fault of ours, you do not have enough money in your consumer Account to make the transfer;

The transfer would go over the credit limit on your overdraft line;

The funds in your consumer Account were attached or the transfer cannot be made because of legal restrictions affecting your consumer Account;

The systems, including Online Banking, Mobile Banking, your Mobile Device or your cellular or wireless service, were not working properly and you knew about the breakdown when you started the transfer;

Circumstances beyond our control, such as interruption of telephone or wireless service or telecommunication facilities, flaws in your Mobile Device, computer or a natural disaster, such as a fire or flood, prevent the transfer, despite reasonable precautions that we have taken;

You have not provided us with the complete and correct payment information; You have not properly followed the instructions for using the Service;

You have failed to download and/or install any required mobile application; Your Mobile Device or computer fails or malfunctions; or

Your operating system or software was not properly installed or functioning properly. There may be other exceptions stated in our Account Agreement with you.

Our sole responsibility for an error will be to correct the error, and in no case will we be liable for any indirect, special, incidental or consequential damages. In states that do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

Things for Which We Will Not Be Responsible and Further Limitations on Our Liability: We will not be responsible for the following matters, or for errors or failures of the Service:

We will not be liable under this Agreement for failure to provide access or for interruptions in access to the Service due to a system failure or due to other unforeseen acts or circumstances.

We will not be responsible for any errors or failures from any malfunction of your computer, Mobile Device or any virus or other problems related to your computer equipment or Mobile Device used with the Service.

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, your Internet service provider, your personal financial management or other software (such as Microsoft Money®), your Mobile Device or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Service.

We are not responsible for any transactions you initiate or authorize using Mobile Banking. If you allow any person to obtain or to use your Mobile Device, you will have authorized that person to access your Mobile Accounts and you are responsible for any transactions that person initiates or authorizes from your Mobile Accounts and any agreements that person accepts or acknowledges electronically through Mobile Banking.

WE MAKE NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICE, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We do not and cannot warrant that the Service will operate without errors, that any or all functions will be available and operational at all times, that the results that may be obtained from the Service will be accurate or reliable or that any errors in the Service will be corrected.

Confidentiality: We will disclose information to third parties about your consumer Account or the transfers you make:

Where it is necessary for completing transfers, or

To verify the existence and condition of your consumer Account for a third party, such as a credit bureau or merchant, or

To comply with government agency or court orders, or If you give us your written permission.

For more information on our privacy policy, go to www.TheEquitableBank.com.

VII. Provisions Applicable to Business Accounts Only

Indemnification – Business Account holders and their authorized users agree to defend, indemnify and hold harmless the Bank and its service providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by the Bank through the Service, (ii) any breach of the provisions of this Agreement; (iii) any dispute between you and any third party in connection with the use of the Service; and (iv) any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive the termination of this Agreement.

Errors and Questions — Your transactions will be reflected on your account statements. You must regularly and promptly review and verify all such statements, reports, check payment records, confirmations, adjustments, charges, and other transactions. You must, within a reasonable time, which in no event shall be greater than fourteen (14) business days following the day we first mail or otherwise make such statement or information available to you, notify us of any error or discrepancy between your records and any notice or statement provided to you or any transaction or transfer you believe was not authorized. You will provide us with any information we may reasonably request in connection therewith. If you fail to notify us of such unauthorized transactions within the fourteen (14) business day review period, the failure to report any such errors or unauthorized transactions shall relieve us of any liability for the unreported erroneous or unauthorized transaction. In accordance with NACHA rules, you must report an unauthorized ACH debit entry to the Account by the established deadline on the business day following the settlement date of the unauthorized entry. Otherwise, your sole recourse is to the originator of the transaction.

In case of errors or questions, call (414) 476-6434 between the hours of 8:30 a.m. and 5:00 p.m. (Central Time), Monday through Friday (except Bank holidays) or write: The Equitable Bank, Electronic Banking Department, 2290 N. Mayfair Road, Wauwatosa, Wisconsin 53226.

VIII. Termination

The Service remains in effect until terminated by you or us. You may cancel the Service by providing us with thirty (30) days' prior notice in writing or by writing to us at The Equitable Bank, Electronic Banking Department, 2290 N. Mayfair Road, Wauwatosa, Wisconsin 53226, or by calling us at (414) 476-6434 between the hours of 8:30 a.m. and 5:00 p.m. (Central Time), Monday through Friday (except Bank holidays). This cancellation applies only to the Service and does not terminate your other relationships with us.

We may terminate your participation in the Service for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so. Your access to the Service will be automatically terminated after ninety (90) days of inactivity. Should you choose to re-enroll after being terminated, you should use the "First Time Log In" button.

REMINDER: Your termination of the Service will automatically terminate any pending transfers.

IX. Other Provisions

Electronic Notice: With your consent, we may send notices to you by email. You may use email to contact us about inquiries, maintenance, and/or some problem resolution issues.

However, please note that email is not a secure form of communication and should not be used to communicate sensitive information to us. We may not immediately receive any email sent by you. We will need a reasonable opportunity to take action or respond to email requests. You CANNOT use email to transfer funds, report unauthorized transactions or report unauthorized use of your Security Code. You MUST notify us at the phone number or address listed in the Agreement in the event of an unauthorized transaction or use.

Consequently, we recommend you do not send confidential, personal, financial or time-sensitive information by email. There may be times when you need to speak with someone immediately, especially to report a lost or stolen Security Code. In these cases, do not use email. Instead, you must call us at (414) 476-6434 between the hours of 8:30 a.m. and 5:00 p.m. (Central Time), Monday through Friday (except Bank holidays).

Ownership: The Bank retains all ownership and proprietary rights in the Service, associated content, technology, and website(s), and the content, information and offers on our website are copyrighted by the Bank and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which

would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

Geographic Restrictions: The Service described in this Agreement and any application for consumer credit, deposit services and brokerage services available at our website are solely offered to citizens and residents of the United States of America residing in the United States of America. U.S. citizens and residents may not be able to access the Service outside the United States of America.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflicts of law provisions.

Scope of Agreement; Enforceability: This Agreement represents our complete agreement with you relating to our provision of the Service. No other statement, oral or written, including language contained in our website, unless otherwise noted, is part of this Agreement.

We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Dispute Resolution: Any dispute between us with respect to any issue arising out of, or relating to this Agreement in any manner, excluding any claim for any amounts due to us hereunder, will be determined by arbitration. Arbitration will be conducted before an arbitrator chosen as follows: either we will together agree on a mutually acceptable arbitrator, or we will each select one arbitrator and these two arbitrators will choose a third arbitrator who will act as arbitrator hereunder. The arbitrator's decision will be rendered within thirty (30) days of the closing of the hearing record. The arbitration proceedings conducted hereunder will be conducted in the city where our main office is located, and each party will bear its own costs. The arbitration will be conducted in accordance with the rules of the American Arbitration Association or JAMS, at the discretion of the party submitting the claim. The exclusive venue for any and all proceedings commenced with respect to arbitration of any issue arising out of or relating to the Agreement, including without limitation the breach thereof, will be the Circuit Court for the county where our main office is located. No award of punitive damages by the arbitrator(s) may be enforced.

ONLINE AND MOBILE BANKING SERVICES ELECTRONIC DISCLOSURE AND CONSENT

By clicking the "Accept" button, you agree that we may provide you with all disclosures, notices, and other communications about the Service, including this Agreement and any future amendments, in electronic form. We may notify you of any future notices by sending an alert to the email address you provide as part of your enrollment in the Service and by posting them on Online Banking. You may download or print the notice from your computer if you have the hardware and software described below. You may update the email address to be used for sending alerts by going to your profile on Online Banking and making the change.

You have the right to obtain a paper copy of any notice. You may request paper copies by writing to us at The Equitable Bank, Electronic Banking Department, 2290 N. Mayfair Road, Wauwatosa, Wisconsin 53226.

You have the right to withdraw this consent, but if you do, we will immediately terminate your participation in Online Banking. To withdraw your consent, contact us by writing to us at The Equitable Bank, Electronic Banking Department, 2290 N. Mayfair Road, Wauwatosa, Wisconsin 53226.

YOUR SYSTEM REQUIREMENTS

For you to access and retain records in connection with the Service, your system must meet the requirements described in Section III of this Agreement. In addition, to print or download disclosures you must have a printer connected to your computer or sufficient hard-drive space available to save the disclosure.

TERMS OF SERVICE

Last updated June 1, 2021

GENERAL TERMS FOR EACH SERVICE

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

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

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

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

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

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: 2290 N Mayfair Rd Wauwatosa WI 53226. We may also be reached at 414.475.1690 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone

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

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

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

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

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

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

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

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and

sweepstakes; and

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

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

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

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

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

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

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

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

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

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

and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

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

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

22. Errors, Questions, and Complaints.

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

23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive

property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

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

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

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

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

28. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and

may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

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

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

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

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

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

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

OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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

36. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.
- b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).
- d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

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

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

4. Stop Payment Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

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

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

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

8. Definitions

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

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

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

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