

## ONLINE AND MOBILE BANKING AGREEMENT AND DISCLOSURE

This Online and Mobile Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of Online and Mobile Banking Services, and all online financial services ("Service" or "Services"). It also describes the rights and obligations of the division of HTLF Bank identified in "Contacting Us" section below. Please read this Agreement carefully. By accepting this Agreement and by using this Service, and/or authorizing others to do so on your behalf, you agree to be bound by the terms of this Agreement. Our online and mobile banking services are intended for individuals 18 years of age or older.

**NOTE:** E-mail transmissions are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system.

**ARBITRATION DISCLOSURE:** This Agreement contains an arbitration provision under which you and the Bank agree that any dispute under this Agreement or related to your Account or our relationship with you will be resolved in binding arbitration, and that you will not have the right to a jury trial or to resolve the dispute in court. See Section 23 for details.

### 1. DEFINITIONS

The following definitions apply in this Agreement:

- "Account" means include checking, savings and money market accounts, loans, or other products you have with us.
- "Authorized Representative" refers to a person with authority (with respect to the Online Account);
- "Business Days" include Monday through Friday, excluding holidays recognized by the bank. The Bank's business day begins at 9:00 a.m. CST and ends at 5:00 pm CST.
- "Device" means your personal computer or any Internet enabled device with the Internet browser and ISP, to access your Online Account.
- "ISP" refers to your Internet Service Provider; "Online Banking" is the internet-based service providing access to your Bank Account(s);
- "Login ID" is the customer-generated identification code assigned to you for your connection to the Service;
- "Online Account" means the Bank Account from which you will be conducting transactions using a Service;
- "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
- "Time of day" references are to Central Standard Time (CST);
- "We", "us", "our", or "Bank" refers to the division of HTLF Bank identified in the "Contacting Us" section below, who offers the Service and who holds the Accounts accessed by this Service; and
- "You" or "your" refers to the owner of the Account or Online Account or the Authorized Representative.

In order to provide electronic disclosures, we must maintain a current customer e-mail address at all times. It is your sole responsibility to provide us with your correct contact information, including your e-mail address. You must notify the Bank pursuant to the terms of this Agreement of any changes to your personal contact information.

### 2. ACCESS TO SERVICES

The Bank will provide instructions on how to use the Online Banking Services, including how to access the Services, how to obtain additional Services, and perform authorized transactions through the Bank's website. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your

Login ID and password. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating, revising the software and in the event of an emergency. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties you may have in accessing the Services or certain features.

### 3. ACKNOWLEDGEMENTS

You agree that:

- Each of your Authorized Representatives are acting as your agent and will be bound by this Agreement and any separate agreement governing the Services.
- We may rely and act on the instructions of any Authorized Representative.
- All transactions that an Authorized Representative performs on a Service, including those you did not want or intend, are transactions authorized by you. You are solely responsible for those transactions.
- You are solely responsible for supervising all of your Authorized Representatives, and monitoring the actions they take on your behalf.
- You will be responsible for ensuring each Authorized Representative maintains the confidentiality of that person's username, password or other login identification.
- Each Authorized Representative will access and use each Service in accordance with the authority given to the Authorized Representative.
- Each time the Authorized Representative accesses, views or transacts on a Service, you represent and warrant to us that you authorize such action.
- If we get conflicting instructions, if we believe that a Service's security or our security may be at risk as a result of an Authorized Representative, or if the Authorized Representative violates any part of this Agreement, we may at our sole discretion end the Authorized Representative's to the Services.

### 4. DEVICES

You are solely responsible for the maintenance, installations, and operation of your device. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate the Device properly. We are not responsible for any errors, deletions, or failures that occur as a result of any malfunction of your device or software. Undetected or unrepaired viruses, worms, malware, or similar malicious programs may corrupt and destroy your programs, files, and even your hardware. You should routinely scan your device using a reliable virus detection product. Additionally, you may unintentionally transmit the virus to other devices. The Bank shall not be responsible for any virus that affects your device or software while using our Service. You agree that you shall not send us any viruses, worms, malware, or similar malicious programs, nor shall you engage in any activity which has a harmful effect on our web site.

### 5. AVAILABLE BANKING TRANSACTIONS WITH ONLINE BANKING

- **Accounts History:** You may obtain or download Account balances and transaction information about your Accounts, including access to your Account history up to 24 months. You may be able to view and download imaged copies of your periodic statements, checks, deposit slips, etc.
- **Bill Pay:** You can organize your bills in one place and pay them automatically.
- **External Transfers:** You may use Online Banking to conduct transfers of funds to or from an external account (at another financial institution). You may make one-time transfers or schedule future or recurring transfers. You must be an authorized owner on the external account before adding the account to your online banking account. You will need to use the "Add External Account" feature when signed into online banking. Once an external account is added to your online banking login, you will need to properly verify the external account. Once this is completed, you will be able to move funds to and/or from this external

account through the “Transfer Funds” feature. If there are not available funds in the account from which a transfer is being made at the time the transfer is processed, at our option, we may not allow you to complete the transfer, we may overdraw your Account and you may be charged a fee, or we may cancel the transfer

- **Mobile Banking App:** You may download the mobile app from only the Google Play Store and the Apple App Store. This app provides you with similar functionality that online banking offers. An additional benefit that is only on the mobile app is remote deposit capture.
  - **Note:** The bank is not held liable for external apps that may be published outside of the Google Play Store and Apple App Store.
- **Mobile Deposit:** You can make deposits of checks ("original checks") to your Bank Accounts from home or other remote locations.
- **Mobile Text Banking:** You may complete information to establish or update your mobile preferences.
- **My Info:** You may update your contact information.
- **Passcode:** By selecting the Passcode option, you can login with a four digit pin. Your Login ID and password are required in order to activate this mobile app authentication.
- **Security:** You may change the security information necessary to access your online banking Account, such as your password, Login ID, email and phone contact information, and select alerts you wish to receive.
- **Statement Delivery:** You can change your statement delivery options to enroll in electronic statements (eStatements) through the “Delivery” option. Once you have enrolled in eStatements you will be able to retrieve future statements through the “eStatements” option in online banking.
- **Stop Payments:** You have the ability to submit online stop payments for non-cleared check items only. Please refer to our Service Fee Schedule on our bank website for an updated version of our stop payment fee.
- **Tax Documents:** Online year-end tax documents for certain Accounts are available to you if you are enrolled in the Service and provide a valid email address for the Service. You don’t have to complete a separate enrollment process to view your tax documents online. This option is available regardless of whether we also mail your paper tax documents.
- **Touch ID & FaceID Sensor:** By selecting the Touch ID or FaceID, you can establish login criteria based on your preference. Your Login ID and passwords are required to activate this mobile app authentication.
- **Transfer Funds:** You may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, certain savings accounts and money market accounts. If there are not available funds in the Account from which a transfer is being made at the time the transfer is processed, at our option, we may not allow you to complete the transfer, we may overdraw your Account and you may be charged a fee, or we may cancel the transfer. Account Transfer requests received after 5:00 p.m. CST on business days and all transactions which are requested on Saturdays, Sundays, or holidays recognized by the Bank, will be processed on the Bank's next business day.
  - **NOTE :** For Money Market and Saving Accounts, you can make a total of no more than six (6) transfers and/or withdrawals during any four (4) week or similar period. If you exceed this number, an excessive withdrawal fee will be charged. Please check the Bank’s website for the current fee amount.
- **Zelle Payment Service:** Through the Zelle Payment Service you can transfer money between you and others who are enrolled with Zelle or enrolled with another financial institution that partners with Zelle.

## 6. ONLINE STATEMENT AND ACCOUNT DOCUMENTATION DELIVERY

Certain account documents – including statements, tax documents, and legal notices - can be delivered online for certain Accounts and Services. You can view, save, or print PDF versions of your account documents from our

website. Any legal notices or disclosures about your Accounts or Services that accompany your paper account statement, or that we would mail to you, may be delivered to you electronically. You will continue to receive your mailed (paper) Account statement, depending on the type of Account and when the statement generates, unless you register to receive eStatements only. In certain cases, we may be required to continue to mail statements, legal notices, and disclosures even if you have chosen to receive them electronically.

We are not responsible for statement non-delivery if you do not maintain a valid email address with us. By requesting that bills, statements, or other communications from us be sent to you electronically, you warrant that you have the right, power, and authority to receive them electronically. We may revise, modify, add or delete any feature of online statements and documents at our sole discretion.

## 7. CONTACTING US

If you have any questions about this Service or this Agreement, you may contact us at the phone number or postal address below:

Citywide Banks, a division of HTLF Bank  
Customer Service 877-280-1859  
1800 Larimer Street, Suite 100  
Denver CO 80202  
[Onlinebanking-CWB@citywidebanks.com](mailto:Onlinebanking-CWB@citywidebanks.com)

Premier Valley Bank, a division of HTLF Bank  
Customer Service 877-280-1863  
255 E. River Park Circle Dr., Suite 180  
Fresno, CA 93720  
[Onlinebanking-PVB@premiervalleybank.com](mailto:Onlinebanking-PVB@premiervalleybank.com)

Minnesota Bank & Trust, a division of HTLF Bank  
Customer Service 877-280-1860  
7701 France Avenue South, Suite 110  
Edina, MN 55435  
[Onlinebanking-MBT@mnbankandtrust.com](mailto:Onlinebanking-MBT@mnbankandtrust.com)

Bank of Blue Valley, a division of HTLF Bank  
Customer Service 877-280-1862  
11935 Riley Street  
Overland Park, KS 66213  
[Onlinebanking-BBV@bankbv.com](mailto:Onlinebanking-BBV@bankbv.com)

First Bank & Trust, a division of HTLF Bank  
Customer Service 877.280.1864  
9816 Slide Road  
Lubbock, TX 79424  
[Onlinebanking-FBT@firstbanktexas.com](mailto:Onlinebanking-FBT@firstbanktexas.com)

Dubuque Bank & Trust,  
a division of HTLF Bank  
Customer Service 877.280.1851  
700 Locust Street, Suite 401  
Dubuque, IA 52001  
[Onlinebanking-dbt@dubuquebank.com](mailto:Onlinebanking-dbt@dubuquebank.com)

Arizona Bank & Trust, a division of HTLF Bank  
Customer Service 877-280-1857  
2036 E. Camelback Road  
Phoenix, AZ 85016  
[Onlinebanking-ABT@arizbank.com](mailto:Onlinebanking-ABT@arizbank.com)

Illinois Bank & Trust, a division of HTLF Bank  
Customer Service 877-280-1853  
4571 Guilford Road  
Rockford, IL 61107  
[Onlinebanking-IBT@illinoisbank.com](mailto:Onlinebanking-IBT@illinoisbank.com)

Wisconsin Bank & Trust, a division of HTLF Bank  
Customer Service 877-280-1855  
119 Junction Road  
Madison, WI 53717  
[Onlinebanking-WBT@wisconsinbankandtrust.com](mailto:Onlinebanking-WBT@wisconsinbankandtrust.com)

Rocky Mountain Bank, a division of HTLF Bank  
Customer Service 877-280-1858  
2615 King Ave W  
Billings, MT 59108  
[Onlinebanking-RMB@rmbank.com](mailto:Onlinebanking-RMB@rmbank.com)

New Mexico Bank & Trust, a division of HTLF Bank  
Customer Service 877-280-1856  
320 Gold Ave SW Suite 100  
Albuquerque, NM 87102  
[Onlinebanking-nmb@nmb-t.com](mailto:Onlinebanking-nmb@nmb-t.com)

You may also communicate with us about your Accounts and/or online banking by email. If you send the Bank an e-mail to the address for the division of HTLF Bank shown above, the Bank will be deemed to have received it on the following business day. You agree that we will have a reasonable opportunity to act before taking action on your requests that you send by email. You cannot use email to make Account transfers. You may not use email to stop payment, report unauthorized use of your Login ID and password, or to report an unauthorized transaction. Likewise, you may NOT use email to contact us regarding any of your loan Accounts and we will not be responsible if such notices are attempted by email.

**NOTE:** E-mail transmissions are not secure. We advise you not to send us or ask for sensitive information such as Account numbers, Password, account information, etc. via any general or public e-mail system.

## **8. LINK TO THIRD PARTY WEBSITES; SERVICES**

**Third Party Websites:** You may link to unaffiliated third party websites for services related to your Account, such as ordering checks. Links to third party websites are provided solely as a convenience to you for information on topics that may be of interest to you. We have no control over the content of such third party websites. If you choose to link to a website not controlled by us we make no warranties, either express or implied, concerning the content of such site, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor do we warrant that such site or content is free from any claims of copyright, trademark, or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. We do not guarantee the authenticity of documents on the internet. Links to ideas, products, information or services offered at such sites, or any representation regarding the content at such sites. Our Privacy Policy no longer applies once you leave our site.

**Third Party Services:** From time to time, we may make services provided by persons other than us (the “Third Party Providers”) available to you for access through this Service. If we do so, you will be given the opportunity to sign up for these Services after you review and accept the related terms and conditions we will make available to you for these Services. We make no warranty with respect to the additional Services or the Third Party Providers. You agree to hold us harmless for any loss or damage you may incur by your use of these Services. To cancel or change any of these Services, contact us using our contact information within this agreement. These Third Party Services include: Bill Pay, Mobile Banking, Person to Person Transfers, Text Banking, etc.

## **9. SCHEDULE OF FEES**

The Bank offers the benefits and convenience of the Online and Mobile Banking Service to you free. You may incur charges from third parties with respect to your use of Mobile or Text Banking. We are not responsible for and do not have any control over these charges.

## **10. SECURITY AND PRIVACY**

We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notice before completing the enrollment process for the Service. Our customer privacy notice is available on the bank’s website.

The Service utilizes a comprehensive security strategy to protect your Accounts and transactions conducted over the Internet. You are responsible for keeping your password and Online Account information confidential. No one at the Bank or at our Online Banking service provider has access to this information. From time to time you may be required to change your online banking password.

In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your Account information, Login ID, or password;

- Do not leave your device unattended while you are in the Bank's Online Banking Site;
- Do not allow your Internet browser to store your Online Banking Login ID or Password;
- Never leave your account information within range of others;
- Do not send privileged Account information (Account number, Password, etc.) in any public or general e-mail system;
- Create a strong password by avoiding familiar names or personal information, using upper and lower case letters, numbers, and characters; and
- Log out of online banking and close your browser completely after each online banking session.

We reserve the right to implement additional security procedures, such as but not limited to limiting the frequency and dollar amount of transactions from your Accounts for security reasons. You agree that your continued use of online banking after we implement new security procedures, or change existing procedures, evidences your agreement to, and acceptance of, the commercial reasonableness of such new or changed procedures.

**If you suspect any fraudulent activity on your Account, call the Bank immediately at the phone number shown for the division of HTLF Bank shown above in the "Contacting Us" section, between the hours of 7:00 a.m. to 8:00 p.m. CST, Monday through Friday and Saturday 8:00 a.m. to 2:00 p.m. CST. Telephoning the Bank is the best way of minimizing your losses and liability.**

**If you believe your Password has been lost or stolen, please use the *Security Option* within the Online Banking site to change your Password.**

## **11. LINKED ACCOUNTS**

All Accounts with the Bank that you enroll in for a service will be linked by the tax identification numbers of the persons authorized to access the Account. The linked Accounts will appear together without regard to the ownership of the Accounts. For example, if an authorized user of a linked Account accesses the Service, that authorized user will be able to view and access at a single time the following Accounts:

- The Accounts of the business for which that person is an authorized user;
- The Accounts of any other business for which that person is an authorized user; and
- Any consumer Accounts for which the person is a co-owner or authorized signer.

**Business Accounts:** If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

- Enter into this Agreement, as amended from time to time;
- Access each Account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- Use any Online banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

## **12. TERM; TERMINATION; CANCELLATION OF SERVICE**

**Term:** This Agreement will become effective when you accept the terms of this agreement and shall remain in full force and effect until termination or cancellation in accordance with the following provisions.

**Termination of Service:** Unless otherwise required by applicable law or regulation, either of us can terminate this Agreement and/or your access to any Service through the Service, in whole or in part, at any time. Additionally, we may terminate your access to the Services due to inactivity as defined below. We will try to notify you in advance of any termination, but are not required to do so. We also may terminate access upon proper notification of death. If you violate any terms of this Agreement (including non-payment of fees under

any applicable fee schedule) or any other agreement you have with us, you agree that we may suspend or terminate your access to any of your Accounts and Services. We are not required to reinstate or re-activate your access. If you close all your Accounts, terminate your Services, or withdraw from the Service, we may suspend or terminate your access without prior notification. We are not required to reinstate or reactivate your access. If reinstated, the then-current terms of this Agreement will apply.

We will promptly notify you if we terminate this Agreement or your use of the Service for any other reason. We reserve the right to process any transactions after the termination date.

**Cancellation of Service:** To cancel this service, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the cancellation date of the Service(s). Once the Service is cancelled, all scheduled transactions will be cancelled. You agree that we shall not be liable to you or any third-party for cancellation of this Service.

**Inactive Status:** We may delete your access if you do not sign in to the Service or have a transaction scheduled through the Service during any consecutive 6-month period. If your Account access is deleted, you will need to complete enrollment again before you will have access or be able to schedule any transactions through the Service.

### 13. NOTICE

You may notify the Bank by one of the following methods:

1. By sending an e-mail to the email address for the division of HTLF Bank shown above in the "Contacting Us" section; or
2. Calling the toll free number for the division of HTLF Bank shown above in the Contacting Us" section or your local branch, or
3. By writing a letter and either sending it to the address printed on your Account statement or by giving it to a Customer Service Representative at any of the Bank's locations.

Bank will contact you via phone or mail at the last known phone number or address noted on the bank's records.

### 14. ELECTRONIC FUND TRANSFER (EFT) PROVISIONS FOR CONSUMERS:

**Applicability:** These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Consumer Financial Protection Bureau's Regulation E. When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section. For more details and additional terms and conditions regarding EFT transactions please refer to the Electronic Transaction Disclosure and Error Resolution Notice provided to you when you open an Account at the Bank. In the event of a conflict between this Agreement and the Electronic Transaction Disclosure and Error Resolution Notice, the Electronic Transaction Disclosure and Error Resolution Notice shall control.

**Consumer Liability for Unauthorized Transactions:** Tell us AT ONCE if you believe your Login ID or password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you tell us within 2 (two) business days after you learn of the loss

or theft, you can lose no more than \$50 if someone used your Login ID or password without your permission.

If you do NOT tell us within 2 (two) business days after you learn of the loss or theft of your Login ID or password, and we can prove that we could have stopped someone from using your Login ID or password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by your Login ID, password, or other means, tell us at once. If you do not tell us within 60 (sixty) days after the statement was mailed or made available to you, you may not get back any money you lost after the 60 (sixty) 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.

**If you believe your Login ID or password has been lost or stolen, call your local branch.**

**Error Resolution: In Case of Errors or Questions About Your Electronic Transfers.** Telephone us at 877-280-1859 or write us at the address printed on your Account statement immediately, 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 60 (sixty) days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 (ten) business days.

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

For errors involving new accounts or foreign- initiated transactions, we may take up to 90 (ninety) days to investigate your complaint or question. For new accounts, we may take up to 20 (twenty) business days to credit your account for the amount you think is in error.

We will tell you the results within 3 (three) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

## **15. BANK'S LIABILITY**

This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking Account. Unless otherwise required by applicable law, we are only responsible for



performing the Online Banking service as delineated in this Agreement. You agree that we will only be liable to you to the extent we acted with gross negligence or willful misconduct and those actions resulted in a direct financial loss to you. In no event will we be liable for (i) errors or omissions that do not result in a financial loss to you; (ii) any Losses that result from our use of customary banking practices or for any Losses provided that we have acted in good faith and with ordinary care; (iii) any action we are authorized or permitted to take by the (iv) your misconduct, errors or negligence or an act or failure to act of any person not directly within our control; (v) anything we do in following your instructions or for not following such instructions if we reasonably believe that this would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices or applicable law; and (vi) any Losses arising out of the systems and software utilized by you to initiate or process banking transactions. IN CONNECTION WITH YOUR ACCOUNT AND THE AGREEMENT, YOU AGREE THAT WE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS REGARDLESS OF THE CLAIM OR FORM OF ACTION AND EVEN IF YOU OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR COULD REASONABLY FORESEE SUCH DAMAGES OR LOSSES.

Neither you or we will be deemed to be in default of any of the obligations required to be performed under the Agreement or be liable to the other for any failure, error, malfunction or delay in carrying out any of our obligations under the Agreement because of circumstances beyond your or our reasonable control, including, without limitation, any act of God, natural disasters, accident, equipment failure, system failure, labor dispute, pandemic, the potential violation of any guideline, law, rule, regulation, order or decree of any government authority or an emergency that prevents us from operating normally, or the failure of any third party to provide any service used in connection with providing services to you under the Agreement.

Without regard to care or lack of care by you or us, you agree that you cannot commence any claim, legal action or proceeding against us regarding your Account or this Agreement unless you do so within one (1) year from the date that the event giving rise to the claim first occurred. This Section will survive closing of your Account and termination of the Agreement.

With your acceptance and use of the Service, you agree that we shall not be liable to you or any third party for any indirect, incidental, or consequential costs, expenses, or damages (including lost savings or profit, lost data, business interruption, or attorney's fees) resulting from or arising out of this Agreement or resulting from any errors or failures from any malfunction of your device, any virus, or problem that you may encounter related to the use of the Service.

We will not be liable to you in the following instances:

- If through no fault of the Bank, you do not have enough available funds in your Account to complete a transaction on that Account.
- The transaction would be over the limit of your overdraft privilege, if any.
- If the transfer would go over the credit limit on your overdraft line of credit, or if the overdraft line of credit has been closed.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown, or any other event that interferes with our normal operations) prevents us from providing this Service or processing any transaction, despite reasonable precautions that we have taken.
- If there is a hold on your Account, or if access to your Account is blocked, in accordance with banking policy.
- If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
- If your transfer authorization terminates by operation of law.
- If the Account has been closed.
- If you have not properly followed the instructions on how to make a transfer included in this Agreement.

- If we have received incomplete or inaccurate information from you or a third party involving the Account or transfer.
- If you had knowledge of or questions about the possible malfunction of our system when you initiated the transaction.
- It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of this financial institution and/or our service providers.
- If your device, software, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer.
- If you believe someone has accessed your Accounts without your permission and you fail to notify the Bank immediately.
- If we have a reasonable basis for believing that unauthorized use of your Password or Account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.
- Other applicable laws and/or regulations exempt us from liability.

If this Service is not available, you agree to access your Accounts by other means such as a bank branch, ATM, or telephone. Customer Service or your Personal Banker will assist you with these alternate means. We shall not be liable for any expenses you incur as a result of using alternate means of access or payments.

**Third Parties:** We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider (such as Internet Explorer, Chrome, or Firefox), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking Account.

**Virus Protection:** The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your device using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

## 16. INDEMNIFICATION

Except where we're liable under the terms of this Agreement or another agreement governing other agreements with us or the Services, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors, harmless from any and all third-party claims, liability, damages, obligations, demands, charges, expenses, and/or costs (including reasonable attorney's fees) arising from: A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other content or materials you submit to us; any fraud, manipulation, or other breach of this Agreement or the Service; your violation of any other applicable laws, regulations, or rights of a third party, including rights of privacy, publicity or other property rights. the provision of the Service or use of the Service by you or any third party. any negligent or intentional act or omission by you in the performance of your obligations under this Agreement. The violation of any applicable law, statute, or regulation in the performance of your obligations under this Agreement. any breach of a representation, warranty, covenant, or obligation contained in this Agreement. We reserve the right to defend/control (at our own expense) any matter otherwise subject to indemnification by you. In such a case, you will cooperate with us in asserting any available defenses. You won't settle any action or claims on our behalf without our prior written consent. You are providing this indemnification without regard to whether our claim for indemnification is due to the use of the Service by you or your Authorized Representative.

## **17. BANK AGREEMENTS**

In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures.

## **18. CHANGES AND MODIFICATIONS**

The Bank may modify this Agreement and the terms and conditions applicable to the Services from time to time. We will communicate such changes by updating this Agreement on our website, and may also provide Notices to you by email, a message within your Account statement notice, or such other electronic methods as permitted under applicable law. We may send any notice to you via e-mail and you will have to be deemed to have received it one day after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. If the changes have an adverse affect on you or the services offered, we will provide you at least 30 days prior notice. Amendments or changes in terms and/or conditions may include restrictive Service use, disclosure of additional Account information to third parties, or increased liability to you. Also, if a change in terms or conditions is necessary to maintain or restore the security of our system or your Account(s) we reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

## **19. NOTICES**

Unless otherwise required by applicable law, pursuant to the ESIGN Consent to Use Electronic Records and Signatures, any notice, notice in relation to the Service, documents provided in relation to the Services, or written communication given pursuant to this Agreement may be sent to you electronically. We may provide notices and other information regarding the Services and your Accounts electronically, by phone, through the mail (U.S. Postal Service or overnight courier), or by other means. We will send this information to your email address, phone number, or postal address as reflected in our records, unless you specify a different email address, phone number, or postal address. Unless stated otherwise in this Agreement, any notice we send you will be effective, and deemed delivered to you, when posted on our website, sent electronically, mailed, or otherwise made available to you. You assume the risk of loss in the mail or other transit. If your Account has multiple owners, we may send notices to any one of them. The person receiving the notice is responsible for providing copies of all notices to all joint account owners, Authorized Representatives, or other persons with access to the Services. Any notice you send to us won't be effective until we actually receive it and have a reasonable opportunity to act on it.

## **20. DISCLOSURE OF INFORMATION**

We will only disclose information to third parties about your Account or transfers you make under the following circumstances:

- Where it is necessary for the provision of Online Banking and for completing a transaction;
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- In order to comply with government or court orders, or other reporting requirements;
- If you give us your permission;
- To otherwise conduct our business as permitted by Law;
- To the Bank affiliated companies;
- It is necessary to assist us in the collection of information for internal use;

- It is necessary for the security purposes of our service providers, our servicing agents, and/or contractors providing our Online Banking and electronic funds transfer Service;
- It involves a claim by or against us concerning a deposit to or withdrawal from your Account; or
- In accordance with our Privacy Policy Notice.

## **21. ASSIGNABILITY**

You agree that you may not to sell, assign, or pledge your Account, give a lien or security interest in your Account or otherwise transfer your Account or a portion of your Account to a third party, except with our prior written consent. If you transfer your rights in an Account as set forth above without our written consent, that transfer will not be valid or binding on Bank. Any pledge or grant of security interest in your Account we approve remains subject to any right we have under this Agreement and applicable law. If you request to assign or otherwise transfer ownership of your Account, we may require the Account be closed and a new account opened in the name of the transferee, assignee or pledgee. We may prevent you from withdrawing or transferring funds from your Account if you transfer ownership of your Account.

The Bank may sell or assign its rights and obligations under this Agreement, including your Account, without your consent, including, but not limited to: (i) pursuant to, or in connection with any merger, consolidation or acquisition involving the Bank or its parent company, or the sale or transfer of all or substantially all of the Bank's assets or stock, or (ii) in connection with the sale or other disposition of the Bank's assets or liabilities to which this Agreement or your Account relates. The Bank will use reasonable efforts to notify you of any such sale or assignment if required by applicable law.

## **22. GOVERNING LAW; ARBITRATION; JURY TRIAL WAIVER**

The Agreement shall be governed by and: construed in accordance with federal law and the laws of the state indicated in the agreements you have with us regarding deposit accounts, loans, credit cards, lines of credit, investment products, securities accounts, brokerage accounts, rewards accounts, and other products or accounts you have with us, without regard to the conflict of law provisions thereof. With respect to all disputes that are not submitted to arbitration pursuant to the Arbitration Agreement contained herein, you consent to service of process, personal jurisdiction and venue in the state in which the Account was opened and waive the right to claim that it is an inconvenient forum. **UNLESS PROHIBITED UNDER APPLICABLE STATE LAW, YOU AND WE EXPRESSLY AND IRREVOCABLY AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY IN THE RESOLUTION OF ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT.** You acknowledge that we would not have opened or maintained any Account for you if this waiver of jury trial were not part of the Agreement.

## **23. ARBITRATION AGREEMENT**

**(a) Disputes Subject to Arbitration.** You and we agree that upon the election of either of us, any dispute relating in any way to your Account or transactions on the Account, or otherwise arising under this Agreement (a "Dispute") will be resolved by the dispute resolution procedures described below, including binding arbitration in accordance with the terms of this Arbitration Agreement. Arbitration may be demanded before the institution of the judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this Agreement. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. **DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY AND**

VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION AGREEMENT. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity. Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction. If a Dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Consumer Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

For disputes arising in the state courts of California, In the event that the jury trial waiver contained herein shall be held or deemed to be unenforceable, each party hereto hereby expressly agrees to submit to judicial reference pursuant to California Code of Civil Procedure §§ 638, et seq., any claim, demand, action, or cause of action arising hereunder for which a jury trial would otherwise be applicable or available. Pursuant to such judicial reference, each Party hereto agrees to the appointment of a single referee and shall use commercially reasonable best efforts to agree on the selection of a referee. If the parties are unable to so agree, a referee shall be appointed by the court to hear any disputes hereunder in lieu of a jury trial. Each party hereto agrees that the appointed referee shall have the power to decide all issues in the applicable action or proceeding, whether of fact or law, and shall report a statement of decision thereon. Any party may file an original counterparty or copy of this section with any court as written evidence of the consent of the Parties hereto the waiver of the right of the right to trial by jury and the agreements contained herein regarding the application of judicial reference in the event of the invalidity of such jury trial waiver.

(b) Governing Rules. Any arbitration proceeding will be: (i) governed by the Federal Arbitration Act (title 9 of the United States Code), notwithstanding any conflict choice of law provision in any of the documents between the parties; and (ii) conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's consumer dispute resolution procedures (the "Rules"). In any arbitration proceeding, discovery will be permitted in accordance with the Rules. If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Account. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceedings within 180 days of the filing of the Dispute with the AAA.

(c) No Waiver of Provisional Remedies, Self-Help. This Arbitration Agreement does not limit the right of you or us to preserve or obtain possession of property, exercise self-help remedies including setoff rights, obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during, or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in this paragraph; however, the arbitrator will have no right or power to enjoin or restrain any party.

#### **24. ENTIRE AGREEMENT**

The Agreement, including any other document we specifically incorporate herein in writing, constitutes the entire agreement between you and us regarding your use of the Service and supersedes any prior oral or written

representations, conditions, warranties, understandings, proposals or agreements the Service and online banking.

## **25. ILLEGAL ACTIVITIES**

You agree to comply with applicable law, including without limitation economic sanctions laws and regulations issued by the Office of Foreign Assets Control of the U.S. Department of the Treasury. You agree not to use your Account for any illegal activity, including unlawful internet gambling or the purchase of goods or services in violation of the law. We may refuse any gambling transaction, whether lawful or not. We may also refuse any transaction that we reasonably believe may involve illegal or suspicious activity. If we suspect that you or anyone else is using your Account for illegal activities, we may close your Account, put a Hold on your Account and any other Accounts you have with us or both without notifying you in advance, unless otherwise required by applicable law.

## **26. SURVIVAL**

The applicable terms of the Agreement continue in effect after we or you terminate your use of the Service or after this Agreement is terminated.

## **27. SEVERABILITY**

If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it will be stricken from the Agreement and all other provisions of the Agreement in all other respects will remain valid and enforceable.

## **28. WAIVER**

If we fail to exercise any of our rights under the Agreement, that failure will not waive that right or any other right, and we may still enforce all of our rights in the future.

## **29. CONFLICTS**

If the Agreement conflicts with any statements made by one of our employees or agents, the terms of the Agreement will control. To the extent that terms of this Agreement directly conflict with the terms of any other written agreement between you and us relating to any Accounts or Services provided by us, the specific terms of such other agreement shall control.

## **30. CAPTIONS AND HEADINGS**

Captions, headings and subheadings used in the Agreement are only for reference purposes and are not intended to limit the meaning or scope of the terms and conditions of the Agreement.

## **31. OTHER AGREEMENTS**

In addition to this Agreement, you may have a separate agreement with us for each of your online Accounts and Services. Those agreements will continue to apply to each of those accounts or services. If this Agreement conflicts with or is inconsistent with another agreement with us, then the other agreement will control and take precedence, unless this Agreement specifically states otherwise. The other agreement will only control with respect to the account or Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency.

## MOBILE REMOTE DEPOSIT SERVICES AGREEMENT

This Mobile Remote Deposit Services Agreement ("Agreement") provides the general rules that apply to Customer's (referred to herein as "you", "your", or "Customer") use of the Bank's mobile remote deposit services ("Mobile Deposit"). You agree that Mobile Deposit shall be governed by these terms and conditions and other relevant terms of the agreement(s) governing the deposit account into which checks are deposited and that the Bank may change or discontinue the terms and conditions for Mobile Deposit at any time.

Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your Bank Accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your mobile device.

Once you agree to the terms of the mobile remote deposit services agreement, the service will be available through the mobile app.

**Limits:** Mobile Deposits are limited in amount to \$2,000 per day and \$5,000.00 per month. These amounts are subject to change by the Bank. Higher limits may be available subject to the Bank's approval.

**Accounts:** Deposits can be made to any of the Accounts associated with the online banking Account.

**Fees:** For consumer accounts there is no charge. Business accounts will be assessed a fee of \$.50 per deposit.

**Eligible Items:** You agree to scan and deposit only checks (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand).

You agree that you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you);
- Checks payable to you and another party who is not a joint owner on the Account;
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the Account on which the check is drawn;
- Checks that have been previously deposited;
- Checks that are stale-dated (a check presented more than 6 months after its date) or post-dated;
- Checks drawn on banks located outside of the United States;
- Checks payable in a medium other than U.S. currency;
- Non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC). Non-cash items include, but are not limited to, checks accompanied by special instructions, checks which consist of more than a single thickness of paper, and checks which have not been preprinted with MICR (magnetic ink character recognition) routing and Account number data;
- Sight drafts (A draft which is payable on presentation to the paying bank-in other words, on sight or demand);
- Promissory notes and similar obligations, such as savings bonds; and
- Any other class of checks or drafts as identified by Bank to Customer from time to time.

### **Requirements:**

Each check image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is

preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or the joint owner, either of you can endorse it. If the check is made payable to you and the joint owner, both of you must endorse the check.

### **Endorsements and Procedures**

On or after June 29, 2018, you agree to restrictively endorse any items transmitted through the Service as "For Mobile Deposit Only" or as otherwise instructed by us. If you do not endorse deposits as requested, your item may be rejected. If your deposit is rejected you will not be able to resubmit your deposit via mobile deposit and must deposit it at a branch location. You agree to follow any and all other procedures and instructions for use of this Service as the Bank may establish from time to time. Any loss that Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. The Bank has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements.

### **Receipt of Deposit**

All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement and Disclosure with us and will be subject to all terms of the Deposit Account Agreement and Disclosure. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you by email. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. You should check the status of your items within Online Banking.

### **Original Checks**

After you receive confirmation that we have received an image, you must securely store the original check for 14 days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 3 business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your Account. Within 30 days of deposit, you must destroy the original check **by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction**. After destruction of an original check, the image will be the sole evidence of the original check.

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

### **Returned Deposits**

**Any credit to your** Account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected, returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you and that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction



of the original check, or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by, or relating to, the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

### **Your Warranties**

You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without alteration, and the drawer of the check has no defense against payment of the check;
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate;
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid;
- There are no other duplicate images of the original check;
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check;
- You are authorized to enforce and obtain payment of the original check; and
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

### **Compliance with Law**

You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

### **Mobile Deposit Unavailability**

Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider, and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs or by mailing the original check to the division of HTLF Bank shown above in Section 7, "Contacting Us."

### **Funds Availability**

Funds from mobile deposits are not available for immediate withdrawal. If it is necessary for funds to be available immediately, please contact your banking center for alternative options. Deposits are subject to verification, and the general policy is to allow withdrawal of funds from your Account by the next business day for deposits made prior to 6:00 p.m. local. Deposits after 6:00 P.M. local and deposits received on holidays or days that are not our business days will be credited to your Account on the following business day. If an extended hold is placed on the deposit, a notice will be sent to you.

**Business Days**

For purposes of transactions, the Bank's business days are Monday through Friday, excluding holidays recognized by the Bank. The Bank's business day begins at 9:00 a.m. CST and ends at 6:00 pm local.

**Mobile Deposit Security**

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at the number for the division of HTLF Bank shown above in Section 7, "Contacting Us," and with written confirmation if you learn of any loss or theft of original checks or if you believe you may have deposited a check item more than once. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

**Your Responsibility**

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service, or interfere, or attempt to interfere, with the technology or Service. The Bank and its technology partners, inclusive of, but not limited to, Q2 and ProfitStars, retain all rights, title and interests in and to the Services, Software and Development made available to you.

**Disclaimer of Warranties**

YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

**ZELLE PAYMENT SERVICE**

Through the Zelle Network ("Zelle"), the Bank provides a convenient way to transfer money between you and others who are enrolled with Zelle or enrolled with another financial institution that partners with Zelle. Zelle does not provide deposit account or other financial services. Zelle does not transfer or move money. Zelle does not establish financial accounts of any kind. All money will be transmitted by financial institution partners of Zelle.

By choosing to utilize the Zelle service, you agree that your use of the Zelle service is subject to the separate "Zelle Terms of Service" provided to you when you enroll for the Zelle service. Proceeding with using the Zelle service constitutes your agreement to the Zelle Terms of Service.

**Fees and Dollar Amount of Transfer Transactions for Sending Money Through Zelle Payment Service**

The amount of money you can send will vary based on the type of transaction, your account and online banking history, your recipient, and the transaction history for each recipient. Depending upon the type of transfer chosen, transfers may be made up to a daily dollar limit of \$1,000 and a 30-day rolling dollar limit of \$3,000. Higher limits may apply in certain transactions. Please note the amount of money you can send a new recipient may be initially lower; however, we may adjust the transfer limit when you send subsequent payments to the same recipient.

We reserve the right to change from time to time the dollar amount of transfers you are permitted to make using the Service without prior notice to you, unless otherwise required by applicable law or regulation. For example, in the event that your use of the Service has been suspended and reinstated, you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us. All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the Service. Your transfer limits may vary depending upon criteria we establish from time to time.

Funds may be transferred from the Account from which the debit card is authorized to Payment funds. Such Payments may overdraw your Account or you may be denied service for insufficient funds in your Account. Please refer to your account setup and our Service Fees located on our website for specifics about your Account; otherwise, contact Customer Service.

At the Bank's discretion, the Bank may charge a stop payment fee of \$10.00 if you request a stop payment on a Zelle transaction. This fee is independent of any other fee that may be charged by us.

Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees.

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## **Time for Making a Claim**

IN NO EVENT SHALL BANK OR ITS 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 OF COMPETENT JURISDICTION 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.

## **TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE**

### **SERVICE DEFINITIONS**

"Agreement" means these terms and conditions of the bill payment service. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account.

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

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

"Customer Service" means the Customer Service department of the division of HTLF Bank shown above in Section 7, "Contacting Us" in the Online Banking and Mobile Services Agreement and Disclosure. Please see the ERRORS AND QUESTIONS section below for Customer Service contact information.

"Due Date" is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period.

"Financial Institution" means the division of HTLF Bank shown above in Section 7, "Contacting Us" in the Online and Mobile Banking Agreement and Disclosure.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Account" is the checking account from which bill payments will be debited.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Service" or "The Service" means the bill payment service offered through Online or Mobile Banking by the division of HTLF Bank shown above in Section 7 "Contacting Us" in the Online Banking and Mobile Services

Agreement and Disclosure, through iPay Solutions Corporation, a subsidiary of Jack Henry Associates, Inc.

"You" or "your" means each person authorized to use the service.

### **PAYMENT SCHEDULING**

The earliest possible Scheduled Payment Date for each Payee (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

### **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee

which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Payee are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

Payment Processing - The Payment Date is the date you select for the payment to be received by the payee. The Electronic payment Deliver by Date is typically two (2) days before the Payment Date. The Check payment Processing Date varies due to the estimated mail time to each payee. As bill payments are processed by an outside service provider, a payment may not be edited or canceled once the payment begins processing. You must allow sufficient time, up to five (5) business days for electronic payment or ten (10) business days for payment by check, for your request to be received and processed in order for funds to be delivered to the payee before the Payment Date. The Bank is not liable in any way for damages you incur if you do not have sufficient funds in your account to make the payment on the Payment Date. The Bank is not responsible for and assumes no liability if the Payment Date generated by Bill Pay is inaccurate due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for or credit the payment in a timely manner, for any lack of care by the outside service providers, or for any other circumstance that is beyond the Banks control. In addition, the Bank is not responsible for and assumes no liability if bill payments cannot be made due to incomplete, incorrect, or outdated information. If the Bank directly causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a person or entity that does not comply with your payment instructions, the Bank shall be responsible for correcting the transaction.

Check Payment - A paper check will be issued to payees who do not accept electronic payments. All standard bill payments by check are debited from your Payment Account when the payee deposits or cashes the check. Bill Pay will estimate the mail time for your payment to be received by the Payment Date. Please allow ample time for your payment to reach your payee(s).

Single Payment - A single bill payment will be processed on the business day (generally Monday through Friday, excluding Federal holidays) that you designate as the Payment Date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Bank, is currently 3:00 p.m., Central Time. The Payment Date is the date you select for the payment to be received by the payee.

Recurring Payments- A recurring bill payment is processed, based on your selected frequency settings for the bill payment. The Processing Date is calculated for the next occurrence of the payment automatically. If the calculated Processing Date is a non-business date (generally weekends and federal holidays), it is adjusted based upon the following: If you select the "Pay Before" option, the Processing Date for the next occurrence of the

payment is adjusted to the first business date prior to the calculated processing date. If you select the "Pay After" option, the Processing Date for the next occurrence of the payment is adjusted to the first business date after the calculated Processing Date. Note: If your frequency settings specify the 29th, 30th, or 31st of any month as your Delivered by Date, and that day does not exist in the month of the calculated Processing Date, then the last calendar day of that month will be used as the calculated Processing Date.

### **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

### **STOP PAYMENT REQUESTS**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service at the number for the division of HTLF Bank shown above in Section 7 of the Online and Mobile Banking Agreement and Disclosure. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

### **PROHIBITED PAYMENTS**

Payments to Payees outside of the United States or its territories are prohibited through the Service.

### **EXCEPTION PAYMENTS**

Tax payments and court ordered payments may be scheduled through the Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Service.

### **PAYEE LIMITATION**

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

## **RETURNED PAYMENTS**

In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payees forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service when this occurs.

## **FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand for any transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge may be imposed;
3. You will reimburse the Service for any fees imposed as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

## **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Payee - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Payee, provide to the Payee your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to



receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your user name and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.

Cancellation of electronic bill notification - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - The Service will use its best efforts to present all of your electronic bills promptly. It is your sole responsibility to periodically login to the Service and check on the delivery of new electronic bills. You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

## **EXCLUSIONS OF WARRANTIES**

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

## **MOBILE BILL PAY**

The Mobile Bill Pay Service allows you to use a mobile device such as a cell phone, PDA, or any other wireless device to direct payments to payees that you wish to pay. Payees must be set up using your online banking account before you are able to make a payment using the Mobile Bill Pay Service.

Your wireless carrier may charge you a fee for accessing the Mobile Bill Pay Service. Please contact your carrier to get specific details concerning your wireless data plan and fees.

You agree that payments made using the Mobile Bill Pay Service are the same as those made using online bill pay, paper checks, or transfers, and are bound by the same rules, regulations, Colorado State law, and Federal law.

### **PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling the number for the division of HTLF Bank shown above in Section 7, "Contacting Us," in the Online and Mobile Banking Agreement and Disclosure during Customer Service hours.

### **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

### **ERRORS AND QUESTIONS**

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

1. Telephone us at by calling the number for the division of HTLF Bank shown above in Section 7, "Contacting Us," in the Online and Mobile Banking Agreement; or
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at:

The address for the division of HTLF Bank shown above in Section 7, "Contacting Us," in the Online and Mobile Banking Agreement and Disclosure.

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and account number;
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.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment 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 Payment 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. The Service may revoke any provisional credit provided to you if we find an error did not occur. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

#### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

#### **SERVICE FEES AND ADDITIONAL CHARGES**

If you have enrolled in the Service, any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees

associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Consumer Bill Pay- Free (unlimited payments)

Person to Person Transfer- Free (\$2,500 daily maximum)

Rush Delivery for Check Payments - \$9.95 (2 business day delivery), \$14.95 (1 business day delivery)

### **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

### **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting Customer Service or by updating the my info tab in online banking. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

**SERVICE TERMINATION, CANCELLATION, OR SUSPENSION** In the event you wish to cancel the Service, please contact Customer Service via one of the following:

1. Telephone us at by calling the number for the division of HTLF Bank shown above in Section 7, "Contacting Us," in the Online and Mobile Banking Agreement and Disclosure; or,
2. Write us at:

The address for the division of HTLF Bank shown above in Section 7, "Contacting Us," in the Online and Mobile Banking Agreement and Disclosure

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

## **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

## **DISPUTES**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

## **ASSIGNMENT**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

## **NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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.

## **CAPTIONS**

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

## **LIMITATION OF LIABILITY**

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. YOU AGREE THAT IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY FROM USE OF THE SERVICE.