

1. General Description of PromiseOne Bank Online Banking Service Agreement (this "Agreement")

A. What This Agreement Covers

This Agreement is between each owner of an eligible account, or authorized representative appointed or entitled to online access on another person's behalf ("you" or "your") and PromiseOne Bank (PromiseOne Bank). This Agreement governs your use of any online or mobile banking services maintained by PromiseOne Bank and accessible through www.promiseone.bank using a personal computer or a mobile device, including a smartphone, tablet, or any other eligible handheld or wearable communication device (the "Service(s)").

Under the terms of this Agreement, you may use the Services to obtain financial products and services, access and view account information, and, for certain accounts, move money electronically and perform authorized transactions, for eligible PromiseOne Bank accounts.

When you first set up your Online/Mobile ID, we will link all of your eligible PromiseOne Bank accounts. If you open an additional eligible account at a later date, we will link your new account to the Service, unless you tell us not to do so.

When your Service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer.

Please note that some of the Services may not be available when using certain digital devices or applications. For example, some functions may be available online through a personal computer but not available through our mobile app.

B. Accepting the Agreement

When you apply for, enroll in, activate, download or use any of the Services described in this Agreement or authorize others to do so on your behalf, you are contracting for all Services described in the Agreement and agree to be bound by the terms and conditions of the entire Agreement, as well as any terms and instructions that appear on a screen when enrolling in, activating or accessing the Services.

C. Relation to Other Agreements

Your use of the Services may also be affected by your Deposit Agreement and Disclosures, including the applicable schedule of fees ("Deposit Agreement"), or other agreement with us for your linked PromiseOne Bank accounts. When an account is linked to the Services, it does not change the agreements you already have with us for that account and you are still subject to the terms and conditions we gave you in the agreement and disclosure for the linked account. The terms and conditions for those account agreements, including any applicable fees, transaction limitations, liability rules and other restrictions that might impact your use of an account with the Services, are incorporated into this Agreement. In the event of a conflict

between the terms of those account agreements and this Agreement, the terms of the applicable account agreement will prevail unless this Agreement specifically states otherwise.

2. Internal Transfer Services

A. Transfers Between Your Accounts

You may use the Service to transfer funds between your linked PromiseOne Bank accounts without a fee on either a one-time or recurring basis.

Transfer From	Transfer To	\$ limit	Cut-off Time (all eastern PM)
Your Checking/Savings Account	Your Checking/Savings Account	No limit	4:30 PM

3. Bill Payment Services

A. Bill Pay for Checking Accounts

PromiseOne Bank customers may use Bill Pay to make payments to companies or individuals (“Payees”) in the following manner:

- Payments can be scheduled from linked checking accounts.
- Payments can be entered as a one-time transaction up to a year in advance, recurring transactions or as payments that are automatically scheduled upon the receipt of an electronic bill (e-Bill).
- Future scheduled or recurring payments that fall on a weekend or a non-business day will be processed on the prior business day.
- You authorize us to make payments in the manner we select from the following methods:
 - Electronic transmission. Most payments are made by electronic transmission.
 - Personal check – This is a check drawn on your account when it is presented for payment.
- All payments under Bill Pay that are sent care of APO/FPO or similar addresses will be sent by personal check. Because all such payments will be made by check, they will not be Remittance Transfers.
- Any obligations that you wish to pay through Bill Pay must be payable in U.S. dollars to a Payee located in the United States. We reserve the right to restrict categories of Payees to whom payments may be made using the Service. We recommend that you not use the Service to make:
 - Tax payments
 - Court-ordered payments
 - Payments to settle securities transactions

- **Scheduling Bill Payments**
 - The scheduled delivery date is the date you enter for the payment to be delivered to the Payee. For payments made by electronic transmission, the payment amount will be debited from the account that you designate on the scheduled delivery date. For payments made by personal check, the account you designate will be debited when the check is presented to us for payment which may occur before, on or after the scheduled delivery date.
 - Payments (other than payments to a PromiseOne Bank Payee) initiated before 5:00 p.m. ET on a business day will be scheduled and begin processing on the same business day. Payments that are entered after this cut-off time or on a day that is a non-business day will be scheduled and processed the next bank business day.
- **Bill Discovery Service.** At your option, we may offer you the opportunity to add Payees from our service provider's network or, with your consent, to access your credit report to help you identify Payees which you would like to add to this service. Information from these sources may make it easier for you to make payments or add relevant e-bills to your Service.

When you attempt to schedule a payment, we will inform you of the earliest available delivery date. To assure timely payment and obtain the full benefit of the Online Banking Guarantee described below, you must schedule payments, and your account must be in good standing and have sufficient available funds in the designated deposit account to cover the payment, at the time of the transaction, NOT the date after which late payment fees may be assessed.

If an account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we do elect to initiate the transfer, which may involve one or more attempts on subsequent business days, it may cause an overdraft in your account in which case you shall be fully responsible for the overdraft and any overdraft fees, as set forth in your Deposit Agreement, as well as all late fees, interest charges or other action taken by the Payee.

Under our Online Banking Guarantee, if we fail to process a payment in accordance with your properly completed instructions, we will reimburse you for any late payment fees. As indicated above, some payments may be made by a personal check. Since we can't predict the exact date that a personal check will be presented to us for payment, please make sure you have sufficient funds in your account beginning a few days before your scheduled delivery date and keep such funds available until the payment is deducted from your account.

Bill Pay payments sent via personal check with different Payee names may be combined in one envelope if those payments have the same mailing address, and your intended Payee has not registered their full/unique mailing address with the USPS, including their secondary address designation, e.g., Suite, Room, Floor, Dept., Building, or Unit. If we need to, we'll change or

reformat your Payee account number to match the account number or format required by your Payee for electronic payment processing and eBill activation.

B. Limits

Bill payments from your PromiseOne Bank account can be for any amount up to \$25,000. Please note, however, that some Payees may place limits on the amount they will accept via electronic transmission. When the limit is exceeded, the payment will be remitted by check.

C. Canceling Bill Payments

In order to cancel a bill payment, follow the “how to” directions provided in Bill Pay. The cancel feature is found in the Payment Center and you may cancel a bill payment by selecting “Cancel Payment”. You may also request to cancel a future scheduled or recurring transfer by calling us at 678-385-0800.

Future-dated or recurring payments can be canceled during normal business hours, at least one business day prior to the scheduled delivery date. Once a payment has begun processing, it cannot be canceled.

If a check has been issued for your bill payment, any stop payment provisions that apply to checks in the agreement governing your bill pay funding account will also apply to Bill Pay.

4. Zelle Transfers

A. General Information

We have partnered with the *Zelle* Network to enable a convenient way to transfer money between you and others who are enrolled directly with *Zelle* or enrolled with another financial institution that partners with *Zelle* (each, a “User”) using aliases, such as email addresses or mobile phone numbers. We will refer to financial institutions that have partnered with *Zelle* as “Network Banks.”

Zelle provides no deposit account or other financial services. *Zelle* neither transfers nor moves money. You may not establish a financial account with *Zelle* of any kind. All money will be transmitted by a Network Bank.

Transfers will be governed by the rules of any funds transfer system through which the transfers are made, as amended time from time, including, without limitation, the National Automated Clearing House Association (“NACHA”) or real time payment services (“RTP”).

THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

B. Eligibility and User Profile

When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments.

The Service allows you to send or receive money using your consumer account. We reserve the right to suspend or terminate your use of the Service if we believe, in our sole discretion, that you are using the Service for other purposes, or if we believe you are using the Service in a manner that exposes PromiseOne Bank or *Zelle* to liability, reputational harm or brand damage, including but not limited to using the Service to request, send or receive money related to any of the following:

- Any activity that is illegal under federal or applicable state law (e.g., drugs, gambling, counterfeit goods);
- Firearms, ammunition and other weapons;
- Sexual activities or materials;
- Pornography;
- Materials that promote intolerance, violence or hate;
- Ponzi schemes;
- Traveler's checks, money orders, equities, annuities, or currencies;
- Digital currencies such as bitcoins;
- Terrorist funding;
- Fraud, for example:
 - Unauthorized Payments that occur in instances of account takeover, lost/stolen debit cards or account information, etc.;
 - Scams - Recipient convinces a Sender to send money with Zelle by (i). pretending to be or to represent another person or entity; or (ii). offering to provide a good, service, or additional funds while intending to provide nothing in return.
- Money laundering
- Use of the Zelle Payments Service in a manner for which it was not intended, or in a way that another customer finds harassing or inappropriate (e.g., use of memo fields to communicate with another customer with no intention of processing a Payment).

We may determine other eligibility criteria in our sole discretion.

C. Enrolling for the Service

You must provide us with an email address that you use and access regularly and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time.

You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

Once enrolled, you may:

- Authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
- Receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

D. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, Zelle may or our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. You are also responsible for the content of the memos you send using Zelle. Please check your mobile service agreement for details or applicable fees.
- You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, (ii) inactivated or removed by your provider, or (iii) changed by you. For your security, if we notice changes to your email or mobile number, or we are unable to deliver notifications, we may delete it and notify you.
- In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name and the memo that you sent.
- Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
- To cancel test messaging from us, test STOP to 99588 or contact us at 678-385-0800.

- PromiseOne Bank's Zelle notifications are supported by many carriers like AT&T, T-Mobile, and Verizon Wireless. Check with your individual carrier to confirm availability.
- We or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use or disclose information related to your wireless subscriber account (such as your mobile number, name, address, email, network status, customer type, mobile device identifiers and other device and subscriber status information) to PromiseOne Bank or its service providers, which they may use for the duration of your business relationship with them, solely to verify your identity and help prevent fraud. See *Zelle's* Privacy Policy [<https://www.zellepay.com/privacy-policy>] for how it treats your data. For PromiseOne Bank's Privacy Policy, go to our Web site at <https://promiseone.bank/en/privacy-policy/>

E. Receiving Money; Transfers by Network Banks

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes and will be available as early as one business day. There may be other circumstances when the payment may take longer. If we block a payment that you have initiated through a request for money, we will notify you by email.

F. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Bank to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another user, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. During this period, and in any other circumstance when we need additional time to verify the transfer details, a hold will be placed on your account for the amount of the transfer. You understand and acknowledge that a person to whom you are sending money and who is not enrolled as a User may fail to register

with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur. If the person to whom you are sending money does not enroll, set up an email address or mobile number and accept the transfer within 14 days, the transfer will be canceled.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. We will notify you by email if we block a payment that you have initiated using the Service.

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

G. Liability

Except as otherwise provided in this Agreement, neither we nor *Zelle* shall have liability to you for any transfers of money under the Service, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. NEITHER WE NOR *ZELLE* OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

H. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor *Zelle* guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. If a User ignores your request, we may decide or *Zelle* may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless us, *Zelle*, our and their owners, directors, officers' agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

I. Fees

There is no fee for sending or receiving a transfer under the Service.

J. Cancellation

A transfer submitted through the Service may not be canceled once the recipient has enrolled. If the recipient has not yet enrolled, you may cancel by going to the Zelle section of the Bank of mobile app and tapping on “Activity”.

K. Limits

Services	Transaction Limit	Daily	Outstanding	Period Limit
		Limit	Limit	(30 day Rolling)
Request Money	\$2,000	\$2,000	N/A	\$5,000
Send Money - Within Minutes	\$2,000	\$2,000	N/A	\$5,000
Send Money - Standard (Next or Three Day)	\$2,000	\$2,000	\$5,000	\$5,000
Segment (overall limit for Send Services combined)	N/A		\$5,000	\$10,000
Transaction Amount Limits				
Send Money				
\$5 minimum per Transaction				
Request Money				
\$5 minimum per Transaction				
Transaction Count Limits				
Send Money				
15 per day, 30 per month				
Request Money				
10 per day, 30 per month				

5. Online Banking Alerts

A. General Information

We provide multiple types of alerts:

1. Automatic Alerts provide you with important account notifications, including email address and password changes are made to your account.
 - a. Automatic alerts are automatically activated and sent to your primary email address only. You may not turn off Automatic Alerts.
2. Optional Alerts allow you to choose optional alert messages for your accounts. You must activate the following alerts in order to receive account notifications. You may turn off these account alerts at any time. PromiseOne Bank offers the following types of optional alerts:
 - a. Security alerts including changes to address, name, and phone numbers as well as alerts notifying you when your online banking login is locked out.
 - b. Low balance alerts that help you avoid overdrafts including account balance below threshold as well as account was overdrawn.
 - c. Transaction alerts when deposits, checks, or withdrawals post to your account.
 - d. Transfer alerts when large incoming or outgoing transfers post to your account.
 - e. ATM/Debit Card alerts when ATM/Debit card transactions and changes occur.
 - f. Other alerts when something unexpected happens including, charge backs, returned checks, statements are generated, EFT authorization hold added, fees to accounts, holds to accounts, stop payments on accounts and broadcast alerts.

Alerts are subject to the following:

We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Because alerts are not encrypted, we will never include your full account number. However, alerts may include your name and some information about your accounts, such as your account balance or due date. Anyone who has access to your messages could view the alert information.

Alerts will be sent to the email address you have provided as your primary email address for online banking. For General & Security and Account Alerts, you can also choose to have these sent to a mobile device that accepts text messages or a mobile device that can receive our Mobile App Alerts through a push notification system. You can control mobile Push notification delivery within the PromiseOne Bank mobile app. If your email address or your mobile number changes, you are responsible for informing us of that change. While PromiseOne Bank does not charge for the delivery of the alerts, please be advised that text or data charges or rates may be imposed by your carrier.

We do our best to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control (such as system failures or

misdirected delivery). We don't guarantee the delivery or accuracy of alerts. You agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert or for any actions taken or not taken by you or a third party as the result of an alert.

B. Mobile Text Alerts

Online Banking Alerts via Text Message

You have the option of adding a mobile phone number to your online banking profile. By adding a mobile phone number to your online banking profile, you are certifying that you are the account holder for the mobile phone account or have the account holder's permission to use the mobile phone number for online banking. You are also consenting to receive online banking Alerts using auto-dialer technology and to receiving text messages. Text message fees may apply depending on your mobile carrier plan.

You can text STOP to 99588 at any time to stop SMS text alerts that you activated on the Alerts Settings pages. Alerts sent to your primary email address won't be affected by this action. To restore text alerts, go to the Alerts Settings pages and reactivate the alerts. For help with SMS text alerts, send the word HELP to 99588. Our participating carriers include (but are not limited to) AT&T, T-Mobile/Sprint, U.S. Cellular, Verizon Wireless, MetroPCS.

Security Alerts via Text Message

Text alerts will be delivered from a short code number which are Free to End User (FTEU), however, data rates may apply depending on your mobile carrier plan. You can opt out of security alerts anytime by sending the word STOP to the applicable short codes below. Opting out of the alerts will automatically STOP all security alerts from being sent to you. If you need further assistance text HELP to any of the following codes for more information.

6. Error Resolution Procedures for Consumer Accounts

A. In Case of Errors or Questions About Your Electronic Transactions

Send us an email at help@promiseone.bank or call us at 678-385-0800

You may also write us at:

PromiseOne Bank
2385 Pleasant Hill Rd
Duluth, GA 30096

Contact us immediately if you think:

- Your statement or transaction record is wrong
- You need more information about a transaction listed on your statement
- An unauthorized person has discovered your Online Banking passcode

- Someone has transferred or may transfer money from your account without your permission

We must hear from you no later than 60 days after we have sent the FIRST statement on which the problem or error appeared (or 90 days if the problem or error relates to a transfer from an account maintained at another financial institution).

If you tell us verbally, we may require you to send us your complaint or question in writing or via email within ten (10) business days (Online Banking customers may use secure online mail). When you contact us, please provide the following information:

- Your name and account number
- The date and dollar amount of the transaction in question
- The name of the Payee if the transaction in question is a bill payment
- The transaction number assigned by Online Banking, if available
- A description of the transaction about which you are unsure

Please explain as clearly as you can why you believe there is an error or why you need more information.

We will determine whether an error occurred within 10 business days after we hear from you, and we will promptly correct any error we have made. If we need more time, however, we may take up to 45 days to investigate your complaint or question. In this case, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you 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 your letter in 10 business days, we reserve the right not to provisionally credit your account. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question and up to 20 business days to provisionally credit your account.

We will tell you the results within 3 business days after we complete our investigation. If we conclude there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation.

B. Limitation of Liability for Online Banking Transactions

Tell us at once if you believe your Online Banking passcode has been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your Online Banking services could cause you to lose all of your money in your accounts, plus any amount available under your overdraft protection plan.

You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction has been mailed to you. If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the

60-day period if we can show that we could have stopped the transaction if you had notified us in time.

If you give your Online ID and passcode and grant authority to make transfers to a person who exceeds the authority given, you are responsible for all transactions that person performs unless you notify us that the transfers by that person are no longer authorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

Note: These liability rules are established by Regulation E, which implements the federal Electronic Fund Transfer Act and does not apply to business accounts. Our liability policy regarding unauthorized Online Banking transactions on consumer deposit accounts may give you more protection, provided you report the transactions promptly. Also, the state law applicable to your account may give you more time to report an unauthorized transaction or may give you more protection.

C. Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your account on time, or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable:

- If, through no fault of ours, you don't have enough available funds in your account (or available funds under your overdraft protection plan), or credit to cover the transaction or transfer
- If Online Banking services weren't working properly, and you knew about the malfunction when you started the transaction or transfer
- If circumstances beyond our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we've taken
- If there are postal delays or processing delays by the Payee
- There may be other exceptions not specifically mentioned

7. Disclaimer of Warranties, Limitation of Liability and Indemnification

A. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS OR AGENTS, MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICES. WE AND OUR VENDORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICES DESCRIBED OR PROVIDED. NEITHER WE NOR OUR VENDORS, INCLUDING OUR OR THEIR

OWNERS, DIRECTORS, OFFICERS OR AGENTS, WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FOR PURPOSES OF THIS AGREEMENT, "VENDOR(S)" MEANS ANY THIRD-PARTY SERVICE PROVIDER, NETWORK OR PARTNER FINANCIAL INSTITUTION WE MAY ENGAGE TO PERFORM FUNCTIONS FOR US UNDER THIS AGREEMENT.

NEITHER WE NOR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS OR AGENTS, WARRANT THAT THE WEB SITE, OR THE SERVER THAT MAKES THEM AVAILABLE, IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS.

B. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICES; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR OUR VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICES OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

FURTHER, WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR FAILURE TO EXECUTE ANY TRANSFER OR PERFORM A RELATED ACT IF SUCH FAILURE IS DUE TO CAUSES OR CONDITIONS BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, STRIKES, RIOTS, INSURRECTION, WAR, MILITARY OR NATIONAL EMERGENCIES, ACTS OF GOD, NATURAL DISASTERS. FIRE, OUTAGES OF COMPUTERS OR ASSOCIATED EQUIPMENT, QUARANTINES, PANDEMICS. OR FAILURE OF TRANSPORTATION OR COMMUNICATION METHODS OR POWER SUPPLIES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF US OR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS AND AGENTS IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

C. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Services, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless us, our Vendors, including our or their owners, directors, officers, agents from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, errors, or inability to use the Services, or any violation by you of the terms of this Agreement or your breach of any representation or warranty contained in this Agreement.

The provisions of Sections 7.A, B and C shall survive termination of this Agreement.

8. Other Terms and Conditions

A. Service Charges

Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is no service charge for accessing your linked accounts with the Service.

In addition to the fees already described in this Agreement, you should note that depending on how you access the Services, you might incur charges for:

- Normal account fees and service charges, such as stop payment requests, check copy orders and account statement copy orders.
- Internet service provider fees.
- Wireless carrier fees.
- A non-sufficient funds fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled or, in the case of a personal check used for a bill payment, on the date when the check is presented to us for payment.

B. Service Hours

The Services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When this occurs, a message will be displayed on-line when you sign on to Online Banking. Our normal hours of operations are Monday through Friday from 9:00 a.m. to 5:30 p.m., and Saturday from 9:00 a.m. to 1:00 p.m. local time, excluding bank holidays, and may be reached through the contact numbers contained in the applicable sections of this Agreement. You may also write us at:

PromiseOne Bank
2385 Pleasant Hill Rd
Duluth, GA 30096

C. Business Days

For the Services, our business days are Monday through Friday, excluding bank holidays.

D. Changes to Agreement

We may add, delete or change the terms of this Agreement at any time. We will inform you of changes when legally required and will try to inform you of the nature of any material changes even when not legally required to do so. We may communicate changes by either mail, email or a notice on our website and will make the updated terms available on our website. You agree that by continuing to use the Services after the date that changes are posted to our website, such changes will be effective for transactions made after that date, whether or not you access the website or otherwise receive actual notice of the changes. If you do not agree with a change, you may discontinue using the Services.

E. Cancellation

The Services remain in effect until they are terminated by you or PromiseOne Bank. You may cancel one or more of your Services at any time by notifying us of your intent to cancel in writing, by email at help@promiseone.bank, or by calling customer service at 678-385-0800. This cancellation applies to your Services, and does not terminate your PromiseOne Bank accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the Service. Otherwise, PromiseOne Bank will cancel any scheduled payments within one business days from the date we receive your request to discontinue the Service. If you close your primary checking account, or there is no longer any eligible funding account linked to your Service, any unprocessed payments will be canceled. The Services will also end if you close all accounts linked to your Online Banking profile.

We may terminate your participation in any or all of your Services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.

F. Disclosure of Account Information

We may disclose information about your accounts to consumer reporting agencies and to other persons or agencies who, in our judgment, have a legitimate purpose for obtaining information, as more fully described in the account agreement for the applicable account.

By using our services, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use, or to disclose to PromiseOne Bank , or other entities working with PromiseOne Bank , your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device status details, if available, where provided in accordance with your mobile operator's privacy policy, for the duration of our business relationship solely to help verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of our services.

We will only use personally identifiable information in accordance with our Online Privacy Notice and U.S. Consumer Privacy Notice. For more information, go to our Web site at <https://promiseone.bank/en/privacy-policy/>

G. Consent to Provide Electronic Communications

As part of Online Banking enrollment, you consented to the Online Banking Electronic Communications Disclosure (“eCommunications Disclosure”) which allows us to provide you with account-related communications electronically. Pursuant to this consent, we will deliver these communications electronically by either posting the communication to your online banking secure mailbox or to our website, sending it to your email address or by other electronic means. You are responsible for providing us with a valid e-mail address to accept delivery of electronic communications and you must notify us of any changes or updates to your email address. You agree that once we email or post the communications within our website, we have delivered the Communications to you in a form that you can retain. You have the option to view, save, or print PDF versions of your account documents from the Website via desktop, tablet or mobile device.

TERMS OF SERVICE

Last updated June 1, 2021

GENERAL TERMS FOR EACH SERVICE

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

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

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

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

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

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: 2385 Pleasant Hill Rd., Duluth, GA 30096. We may also be reached at 678-385-0800 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

15. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your

individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

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

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

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

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds

in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;

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

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

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

protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

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

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

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

22. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:

1. Tell us your name;

2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

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

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

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

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

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

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

29. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

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

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

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

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

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

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

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

36. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which

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

- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.
- b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your

applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).

- d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

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

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

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

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

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

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

8. Definitions

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

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

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

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