

## Hamilton Bank Mobile Banking Terms and Conditions

These Terms and Conditions (“**Agreement**”) apply to the mobile banking services provided by Hamilton Bank (“**Bank**” or “we” or “us”) to each Customer (also “you” or “your” herein) signing Bank’s “Hamilton Bank Business Online Banking Agreement” (“**Online Banking Agreement**”). As used in this Agreement, “**Mobile Banking Service**” includes remote deposit services (“**Mobile Deposit Service**”). The Mobile Banking Service and Mobile Deposit Service are collectively referred to as the “**Services**.” To the extent the terms of the Online Banking Agreement affect or are related to the Services provided hereunder and are not inconsistent with the provisions of this Agreement, such provisions are incorporated herein by this reference. If Customer enters into Hamilton Bank’s “Cash Management Agreement,” this Agreement supplements and is subject to the terms and conditions of such Cash Management Agreement, except as provided in the “Interpretation” subsection below. For certain transactions, we are required to disclose certain information in writing. With prior consent, however, we may instead provide that information electronically. We also need general consent to use electronic records for certain transactions in providing the Services. By entered into the Online Banking Agreement and using the Services, you hereby (a) consent to receiving such notices and disclosures (including this Agreement and disclosures that are otherwise required to be in writing) as well as those concerning the Services, Online Banking, and your enrolled bank accounts electronically, including by mobile phone or e-mail (each of the foregoing being an “electronic address”); and (b) consent to our use of electronic records and the provision of electronic communications to you in connection with the Services. We require this consent as a condition of providing the Services to you. You must enter your electronic address for such disclosures and notices when first enrolling in the Services. You are solely responsible for immediately updating your electronic address if it changes. You must update your electronic address by logging into Bank’s Online Banking service, accessing the electronic page for managing your email address or accessing the Mobile Banking page to update your Mobile Device phone number, and entering your new electronic address. If you need assistance updating your electronic address, you may call the Support Center 410- 823-4510.

### I. Mobile Banking Service

**General Terms and Conditions (Mobile Banking Service)**. By using the Mobile Banking Service, Customer agrees to all of the terms and conditions in this Agreement (as amended from time to time), in addition to any terms and conditions to which Customer has previously agreed with respect to the underlying online banking and billpay services of which the Mobile Banking Service may be a part. Bank’s participating carriers for facilitating the Mobile Banking Service include, but are not limited to, AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, and Verizon Wireless. The Mobile Banking Service may not be available at any time for any reason outside of the reasonable control of Bank or any of Bank’s or Customer’s service providers.

By enrolling in the Mobile Banking Service, Customer will have mobile access to its account information (e.g., for checking balances and last transactions) as well as the option to set up alerts for its accounts (e.g., low balance alerts). Enrollment requires identification of the user’s banking credentials as well as a token and/or challenge question. Customer represents and warrants to Bank that the mobile phone number is a valid and active telephone number. It is the sole responsibility of Customer to promptly notify Bank of any change in the mobile banking device or its telephone number. Customer may select the type of alerts and other preferences which will determine, together with its account data, the frequency of alerts delivered to Customer. Customer may opt out of the Mobile Banking Service at any time.

If Customer has questions regarding the Mobile Banking Service, Customer may contact Bank by phone at 410- 823-4510 or by email at [support@hamilton-bank.com](mailto:support@hamilton-bank.com). **Standard messaging charges and message & data rates apply in connection with Customer's use of the Mobile Banking Service.**

**Privacy and User Information.** Customer acknowledges that in connection with Customer's use of the Mobile Banking Service, Bank and its affiliates and service providers, including, without limitation, Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by Customer or from other sources in connection with performance of the Mobile Banking Service (collectively, "**User Information**"). Bank and its affiliates and service providers will maintain reasonable safeguards to protect the User Information from unauthorized disclosure or use, but reserve the right to use and disclose the User Information as reasonably necessary to deliver the Mobile Banking Service and as otherwise permitted by law, including, without limitation, compliance with court orders or instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by Customer. Bank and its affiliates and service providers also reserve the right to monitor the use of the Mobile Banking Service for purposes of verifying compliance with applicable law, this Agreement and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

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

Customer agrees that Customer will not attempt to: (a) access the Mobile Banking Service for which Customer's use has not been authorized; (b) use or attempt to use a third party's account; (c) interfere in any manner with the provision of the Mobile Banking Service, the security of the Mobile Banking Service, or other customers of the Mobile Banking Service; or (d) otherwise abuse the Mobile Banking Service.

**Additional Considerations.** The Mobile Banking Service is provided for Customer's convenience and does not replace Customer's monthly account statement(s), which are the official record of Customer's account(s). The information provided by the Mobile Banking Service is for informational purposes only. Customer understands and agrees that the Mobile Banking Service may not be encrypted and may include personal or confidential information about Customer such as Customer's account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through the Mobile Banking Service may be delayed or impacted by factor(s) pertaining to Customer's Internet service provider(s), phone carriers, other parties, or because of other reasons outside of Bank's control. Bank will not be liable for any losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Banking Service. Customer acknowledges that the Mobile Banking Service may be limited and not all of the products, services or functionality described on the online banking site(s) or in the Cash Management Agreement (if applicable) are available when Customer uses a mobile device. Customer acknowledges and agrees that Customer may not be eligible to use all the products, services or functionality described when Customer accesses or tries to access them using a mobile device. Bank reserves the right to determine Customer's eligibility for any of Bank's products, services, or functionality at any time.

Information available via the Mobile Banking Service, including, without limitation, balance, transfer and payment information, may differ from the information that is available directly through Bank's online banking platform without the use of a mobile device. Information available directly through online banking without the use of a mobile device may not be available via the Mobile Banking Service, may be described using different terminology, or may be more current than the information available via the Mobile Banking Service, including, but not limited to, account balance information. The method of entering instructions via the Mobile Banking Service may also differ from the method of entering instructions directly through Bank's online banking platform without the use of a mobile device. Processing of payment and transfer instructions may take longer through the Mobile Banking Service. Bank is not responsible for such differences including, but not limited to, delays, whether or not attributable to Customer's use of the Mobile Banking Service.

Customer agrees that neither Bank nor any of its affiliates or service providers will be liable for any errors in the content of information obtained or transmitted through the Mobile Banking Service, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences selected by Customer). Customer is responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by Customer's communications service provider. Bank is not responsible for any damages resulting from Customer's failure to comply with any terms and conditions provided by Customer's communication service provider or any app store. Any losses or charges incurred through the loss of a mobile device or the safeguarding (or failure to adequately safeguard) passwords will remain Customer's sole responsibility.

## II. Mobile Deposit Service

**General Terms and Conditions (Mobile Deposit Service).** This Agreement as it relates to the Mobile Deposit Service supplements the terms of other agreements Customer has entered into with Bank, including, without limitation, the Online Banking Agreement, and their related fee schedules and disclosures that govern the terms, conditions and fees of Customer's deposit account(s) with Bank, each as may be amended from time to time (collectively, the "**Account Agreements**"). In the event of a conflict between the terms of this Agreement and any of Customer's Account Agreements – with regard to the Mobile Deposit Service only – the provisions in this Agreement shall prevail. The provisions in the Account Agreements shall prevail in all other circumstances.

**Mobile Deposit Service.** The Mobile Deposit Service is designed to allow Customer to make deposits to checking account(s) that Customer designates during the enrollment process (each, a "**Deposit Authorized Account**") from home or other remote locations by taking a picture (scan) of the check by an authorized mobile device and delivering the check image and associated deposit information to Bank. By using the Mobile Deposit Service, Customer authorizes Bank to convert checks to images or create substitute checks for the purpose of clearing the check. Bank reserves the right to change the Mobile Deposit Service at any time and in any manner, in its sole discretion. Customer's continued use of the Mobile Deposit Service will indicate Customer's acceptance of any such changes.

**Availability of the Mobile Deposit Service.** When using the Mobile Deposit Service, Customer may experience technical or other difficulties. Bank is not responsible for any technical or other difficulties or any resulting damages that Customer may incur from time to time. Bank reserves the right to change, suspend or discontinue the Mobile Deposit Service, in whole or in part, or Customer's use of the Mobile Deposit Service, in whole or in part, immediately and at any time without prior notice to Customer.

**Eligible Checks.** Customer agrees to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("**Reg CC**"). Customer agrees that the image of any check transmitted to Bank shall be deemed an "item" within the meaning of the applicable Uniform Commercial Code. Customer agrees that Customer will not use the Mobile Deposit Service to scan and deposit any checks as shown below:

- a) Checks payable to any person other than Customer;
  - b) Checks made payable to a business may only be deposited into the named business' account;
  - c) Travelers checks;
  - d) Checks containing any alteration to any of the fields on the front of the check or item, or which Customer knows or suspects, or should have known or suspected, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
  - e) Checks previously converted to a "substitute check," as defined in Reg CC;
  - f) Checks drawn on a financial institution located outside the United States;
  - g) Checks that are "remotely created checks," as defined in Reg CC;
  - h) Checks not payable in United States Dollars;
  - i) Checks dated more than six months prior to the date of deposit;
- Checks prohibited by Bank's current procedures relating to the Mobile Deposit Service or which are otherwise not acceptable under the terms of Customer's Account Agreements;
- j) Checks with different numerical and written amounts;
  - k) Checks that have been previously returned unpaid by the financial institution on which they are drawn;
  - l) Checks that are payable to cash;
  - m) Checks with endorsement restrictions except as set forth in the "Endorsements and Procedures" subsection in this Agreement, below; or
  - n) Checks beyond any stated use date.

**Image Quality.** The image of a check transmitted to Bank using the Mobile Deposit Service must consist of legible images of the front and back of the check. The image that is transmitted must be of such quality that the following information can easily be read by sight review of the image:

- a) The amount of the check;
- b) The identity of the payee;
- c) The drawer's signature;
- d) The date of the check;
- e) The check number; and
- f) Information identifying the drawer and the paying bank that is preprinted on the check in the MICR line, including the routing transit number, account number, check amount when encoded, serial number and process control field.

The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, and any other regulatory agency, clearing house or association. Bank is not required to process any check image that is prohibited from being presented, that does not contain the information required, that is not legible, or that is prohibited under this Agreement, any of Customer's Account Agreements, or applicable law. Customer agrees that Bank shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item or from any inaccurate information Customer supplies with regard to the check or item.

**Endorsements and Procedures.** When depositing a check made payable to a business, Customer agrees to restrictively endorse any check transmitted through the Mobile Deposit Service as "For HAMILTON BANK Mobile Deposit Only" along with said business name, which check may only be deposited into the business account of the business that the check is made payable to. Customer agrees to follow any and all other procedures and instructions for use of the Mobile Deposit Service as Bank may establish from time to time. Improper endorsement may result in rejected deposit.

**Receipt of Check Images for Deposit.** Bank reserves the right to reject any check image transmitted through the Mobile Deposit Service, in its discretion, without liability to Customer. Bank is not responsible for check images Bank does not receive or for images that are dropped or become corrupted or illegible during transmission. All check images processed for deposit through the Mobile Deposit Service are subject to Bank's verification and final inspection by Bank. Deposits received by 4:00PM EST (the "**Cut-Off Time**") on a Business Day (as defined below) will be reviewed for acceptance on that Business Day. If Customer transmits a check image to Bank after the Cut-Off Time on any Business Day, Bank shall review and process Customer's check image on the next Business Day. Bank will use commercially reasonable efforts to review and process Customer's check image. Customer's receipt of confirmation does not mean that the transmission was error-free or complete, or that Customer's Deposit Authorized Account will not be charged back for the amount of the deposit and any applicable returned deposited item or other fee under the applicable Account Agreement if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn. For purposes of this Agreement, a "**Business Day**" is every calendar day except Saturdays, Sundays, and all federal holidays.

**Deposit Limitations.** The current daily maximum amount that can be deposited through the Mobile Deposit Service on any Business Day is \$5,000.00 (\$2,500 per Business Day during Customer's first 30 days use of the Mobile Deposit Service), unless specified otherwise in the Cash Management Agreement (if applicable). Bank, however, reserves the right to impose limits

on the amount(s) and/or number of transactions made by Customer using the Mobile Deposit Service and to modify such limits from time to time. Funds deposited using the Mobile Deposit Service after the Cut-Off Time or on a non-Business Day (or both) will apply to the daily maximum amount for the next Business Day.

**Availability of Funds.** Funds deposited using the Mobile Deposit Service and received before the Cut-Off Time will generally have next Business Day availability.

**Retention of Original Check: Dishonored Items.** When the check image Customer submitted to Bank for deposit has been credited to Customer's Deposit Authorized Account, Customer must retain the physical check securely for a period of 30 days following the day the check was credited to Customer's Deposit Authorized Account (unless Bank notifies Customer to keep the check for a longer period). Customer must store the check securely, using precautions at least as secure as Customer would use to protect blank checks. Customer must immediately make the original paper check available to Bank at Bank's request, at any time. If Customer fails to produce the original check within 10 days of Bank's request during the foregoing 30-day period (or longer when Bank has notified Customer to retain checks for a longer period), Customer authorizes Bank to deduct the amount in question from Customer's Deposit Authorized Account, regardless of whether such deduction may result in a negative balance on Customer's account, and to pay any such associated fees. Upon the expiration of the 30-day period, Customer must securely destroy the original paper check by cross shredding or using another commercially reasonable means of destruction. Customer hereby authorizes Bank to place an extended hold on funds in any of Customer's accounts maintained with Bank as part of Bank's collection process if Bank has reasonable cause to doubt the validity or collectability of a check image. Customer agrees that dishonored check images are the sole responsibility of Customer and that Bank may charge a fee for all such dishonored items.

**Presentment.** The manner in which the checks and other transactions are cleared, presented for payment, and collected shall be, in Bank's sole discretion, subject to the terms of Customer's Account Agreements.

**Hardware and Software.** The Mobile Deposit Service currently works with a variety of mobile devices and tablets. Please see [www.hamilton-bank.com](http://www.hamilton-bank.com) for current hardware specifications. Bank is not responsible for any third-party software Customer may need to use the Mobile Deposit Service. Any such third-party software is accepted by Customer "as is" and is subject to the terms and conditions of the software agreement Customer enters into directly with the third-party software provider at time of download and installation. Customer understands and agrees that Customer is solely responsible for any Internet, cellular, data download and other charges that Customer's Internet service provider or wireless service provider may impose for Customer's access to the Internet or download of an application to use the Mobile Deposit Service.

**Customer's Representations and Warranties.** Customer represents and warrants to Bank that:

- a) Customer is the owner or authorized signer of the Deposit Authorized Account(s) that Customer registered with the Mobile Deposit Service;
- b) Customer will not transmit any checks that violate any of the terms of this Agreement;
- c) The check images Customer transmits using the Mobile Deposit Service will meet the image quality standards required by this Agreement;
- d) Customer will not transmit any duplicate checks;
- e) Customer will not deposit or re-present the original check;
- f) All information Customer provides to Bank in connection with the Mobile Deposit Service is accurate, true and complete; and
- g) Customer will comply with this Agreement, the Account Agreements, the Cash Management

Agreement (if applicable) and applicable law.

III. Miscellaneous Terms and Conditions.

**Security Procedures.** Customer agrees to, at a minimum, comply with the following security procedures when using the Services:

- a) Customer shall utilize a multi-factor authentication method including, without limitation, a user id, password, and any other authentication methods recommended by Bank.
- b) Customer agrees that the security procedures set forth herein are commercially reasonable. Customer also agrees that the security procedures may be revised or enhanced from time to time to address changes in the internal and external threat environment, as described in any applicable regulatory guidance, including, without limitation, FFIEC authentication guidance for electronic banking.
- c) Customer shall take appropriate security measures to ensure an original item is only accessible by authorized users, will not be duplicated, will be scanned only one time and will not be otherwise deposited or negotiated in any form with Bank or another financial institution, credit union or other entity if it has been scanned and accepted by Bank.

If Customer or any authorized user utilizes any method other than the security procedures set forth herein in connection with Customer's use of the Services, Customer is deemed to have rejected the security procedures set forth herein and its revisions or enhancements as provided from time to time. By choosing an alternative security procedure, Customer acknowledges that such alternative security procedure may not be considered commercially reasonable, and agrees to be bound by any use of the Services in Customer's name using the alternative security procedure selected by Customer, whether or not such use was authorized by Customer. These security procedures are in addition to (and no way limit) the security responsibilities and best practices in the Online Banking Agreement and Cash Management Agreement (if applicable). Customer also agrees that any access to any of Customer's account(s) or any digitized check image acted upon by Bank in compliance with these security procedures, whether or not authorized by Customer, shall be treated as authorized. Customer acknowledges that Bank reserves the right to change these security procedures from time to time by providing Customer prior written notice of such new security procedures. Customer acknowledges that the security procedures are for verification of authenticity and not to detect errors in the transmission or content of a digitized check image. No security practice or procedure for the detection of any such error has been agreed upon between Bank and Customer.

Customer shall prevent and safeguard against unauthorized transmissions, disclosures and access to the following (collectively, the "**Security-related Items**"): information (including, but not limited to, security procedures, instructions, and codes), systems and equipment that interface with, connect to or allow access to Bank, its information, the Services, and equipment. Customer shall establish, maintain and enforce commercially reasonable security practices, techniques and procedures with respect to access, storage and maintenance to safeguard against unauthorized transmissions and unauthorized access to Security-related Items (whether made physically or electronically). Such practices, techniques and procedures shall be no less than the requirements set forth in this Agreement, the Online Banking Agreement, Cash Management Agreement (if applicable), and applicable law, respectively.

CUSTOMER'S FAILURE TO PROTECT CUSTOMER'S HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICES AND, WITHOUT LIMITATION, TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICES THROUGH CUSTOMER'S SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY CUSTOMER AND BE BINDING UPON CUSTOMER. CUSTOMER ASSUMES THE ENTIRE RISK FOR THE FRAUDULENT OR

UNAUTHORIZED USE OF CUSTOMER'S SECURITY CREDENTIALS. CUSTOMER AGREES TO: (A) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICES; (B) FOLLOW ALL OF THE INSTRUCTIONS AND RECOMMENDATIONS THAT BANK PROVIDES TO CUSTOMER WITH RESPECT TO THE SERVICES AS SET FORTH HEREIN AND IN THE CASH MANAGEMENT AGREEMENT (IF APPLICABLE); AND (C) USE MAXIMUM CAUTION IN PROTECTING CUSTOMER'S HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. CUSTOMER AGREES TO NOTIFY BANK IMMEDIATELY IF CUSTOMER BECOMES AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICES OR CUSTOMER'S SECURITY CREDENTIALS.

**Fees.** Bank may, to the extent permitted by applicable law, charge a fee for use of the Services. If Customer continues to use the Services after the fee becomes effective, Customer agrees to pay the applicable fee, as it may be amended from time to time.

**Disclaimer of Warranties.** CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF THE Services AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT CUSTOMER'S SOLE RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. BANK MAKES NO WARRANTY THAT THE SERVICES: (a) WILL MEET CUSTOMER'S REQUIREMENTS; (b) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (c) RESULTS THAT MAY BE OBTAINED FROM THE MOBILE DEPOSIT SERVICE WILL BE ACCURATE OR RELIABLE; OR (d) THAT ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

**Limitation of Liability.** Without limitation, Customer acknowledges and agrees that Bank is not liable for:

(A) any modification of the services by any party other than Bank without the express prior written consent of Bank; (B) combination or use of the services with any software not provided by Bank; (C) use of the Services in any way not permitted by this Agreement; (D) transmission of electronic images to any computer, system or media, other than, transmission to Bank for the purpose of processing such electronic images as contemplated herein; (E) use of other than the most current release of the Application for accessing the services; or (F) any breach by Customer of this Agreement.

**Indemnification.** Customer will indemnify, hold harmless and/or reimburse Bank for any and all losses, costs, suits, damages, claims, liabilities and expenses, including, without limitation, attorneys' fees and expenses (collectively, the "**Losses**") Bank may incur by virtue of:

- a) Any breach of any representation, warranty, covenant, agreement or obligation under this Agreement, the Account Agreements or the Cash Management Agreement (if applicable);
- b) Any check not meeting substitute check standards under applicable law;
- c) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed to be Customer or an authorized signer on any of Customer's account(s) maintained with Bank, including, without limitation, Customer's Deposit Authorized Account;
- d) Due to Customer's failure to report required changes regarding any of Customer's account(s) maintained with Bank, including, without limitation, Customer's Deposit Authorized Account, or Customer's transmission of incorrect data to Bank; or
- e) Customer's breach of any applicable law.

Customer's indemnification obligations under this Agreement will survive Customer's

cancellation of the Services and the termination of this Agreement and the Cash Management Agreement (if applicable).

**Interpretation.** Notwithstanding anything herein to the contrary, if there is a conflict between a provision in the Online Banking Agreement, any applicable Cash Management Agreement, and a provision in this Agreement – with regard to the Services only – the provision in this Agreement shall prevail. The provisions in the Online Banking Agreement and/or any applicable Cash Management Agreement shall prevail in all other circumstances. All capitalized terms used but not otherwise defined herein shall have the meanings attributed to such terms in the Online Banking Agreement and/or Cash Management Agreement (if applicable).

**Amendments.** Bank may amend this Agreement at any time upon notice to Customer.

**Termination.** This Agreement may be terminated by either party at any time by providing notice to the other party. If the Online Banking Agreement is terminated, this Agreement will terminate simultaneously with the termination of the Online Banking Agreement. A termination by Customer shall be effective on the fourth Business Day following the Business Day of Bank's receipt of the written notice of such termination or such later date as may be specified in such written notice from Customer. Bank's termination shall be effective immediately upon providing written notice of such termination to Customer. No termination shall affect any check images received by Bank prior to receipt and implementation of the termination notice. Any termination of this Agreement shall not affect any of Customer's obligations arising prior to such termination, including, without limitation, any indemnification obligations. Notwithstanding anything to the contrary herein, Customer may, at Bank's sole discretion, be automatically deleted from the Services after 6 months of inactivity and this Agreement shall be terminated upon such deletion by Bank.

**Third Party Agents.** Customer assumes full responsibility and liability for all acts or omissions by a third party, including, without limitation, acts or omissions that fail to comply with this Agreement or any applicable laws or regulations or any malfunction of any mobile device provided by a third party.

**Waiver.** Any waiver by Bank of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

**Assignment.** Customer may not assign this Agreement at any time. Bank may assign this Agreement either in part or in whole at any time and with or without notice to Customer. This Agreement is binding upon Customer's successors and Bank's successors and assigns.

**Headings.** The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.

**Entire Agreement.** This Agreement, together with the Online Banking Agreement, Cash Management Agreement (if applicable) and the Account Agreement(s), constitutes the entire agreement between Customer and Bank with respect to the subject matter in this Agreement and there are no understandings or agreements relative to this Agreement which are not fully expressed in this Agreement.

January 2017 Version