

**Pinnacle Bank  
Online Banking Services  
Agreement**

(version effective as of March 21, 2022)

This Online Banking Services Agreement ("Agreement") governs your ability to use the Service for the following:

- Access your Eligible Accounts.
- Obtain Online Financial Services.
- Perform authorized transactions through the Website.

For your Eligible Accounts, transactions available to you may include obtaining balance information, transaction history and other information. For some Eligible Accounts, the balances and transaction history may only show activity as of the close of the previous Business Day.

In this Agreement, "Service" refers to any online or mobile services available through the Pinnacle Bank Website and the Pinnacle mobile application. The Services offered therein are subject to this Agreement. The following are also considered part of this Agreement:

- Website Terms of Use;
- Terms or instructions that appear when enrolling for, accessing or using a Service;
- Pinnacle Bank's rules, procedures and policies that apply to a Service, an Eligible Account, or any Online Financial Service; and
- Applicable state or federal laws and regulations.

Please read this Agreement carefully. By clicking "I Accept" below, or by using the Services, you are agreeing to the terms of this Agreement.

## DEFINITIONS

**"We, Us, Our and Pinnacle Bank"** shall mean Pinnacle Bank Texas and any of its affiliates or direct or indirect subsidiaries, when any of them have established an Eligible Account or provided an Online Financial Service.

**"You or Your"** shall mean each Owner of an Eligible Account, a person applying for an Eligible Account entitled to online access, or a Delegate.

**"Authorized Representative"** shall mean a person with authority to take action or make decisions on behalf of another person with respect to an Eligible Account or an Online Financial Service. This definition includes any person who may (i) manage or administer an Eligible Account or an Online Financial Service, or (ii) authorize another person to access an Eligible Account or Online Financial Service.

**"Authorized Signer"** shall mean a person who has your actual or apparent authority to transact business on your Business Eligible Account(s), whether or not that person has signed the signature card or other documentation for your account(s). We may continue to recognize an Authorized Signer's authority until we receive and have a reasonable time to act upon your written modification or revocation of it.

**"Business Day"** shall mean every day is a Business Day except Saturdays, Sundays, and federal banking holidays.

**"Consumer"** shall mean a person (not a business or other entity) with an Eligible Account for which an Online Financial Service is requested primarily for personal, family or household purposes.

**"Consumer Eligible Account"** shall mean an account owned by a Consumer that is an Eligible Account.

**"Eligible Account"** shall mean each Pinnacle Bank product you have or have applied for that is accessible through the Website. Eligible Accounts include deposit accounts, loans, credit cards, lines of credit, and other products or accounts you have with us.

**"Include/Including"** when used at the beginning of a list of one or more items, indicates that the list contains examples. The list is neither exclusive nor exhaustive, and the items in the list are intended only as illustrations. They are not the only possible items that could appear in the list.

**"Mobile Device"** shall mean a cell phone, smartphone, tablet, or any other handheld or wearable communication device satisfying the hardware and software requirements we specify.

**"Mobile Banking Service"** shall mean each of the products and services you may access through the Service using a Mobile Device. These products and services may be accessed through browser or through apps, for example. Not all Eligible Accounts are accessible through the Mobile Banking Service.

**"Online Access Process"** shall include:

- The terms under which you are allowed to access and use the Service via the Website.
- The process used to access the Service (including required security procedures) via the Website.
- Our right to change, suspend or terminate all or part of the Service, this Agreement, or your access to the Service.

**"Online Financial Service"** shall include:

- Each product and service you access or enroll in through the Website and other related Mobile Banking Services, for example. Not every product/service available through the Online Financial Service may be available through the Mobile Banking Service.
- Actions you take, and instructions you give us, through the Website about opening or maintaining Eligible Accounts.

The term "Online Financial Service" does not include an Eligible Account.

**"Owner"** shall mean anyone who owns an Eligible Account as indicated in our records, and any Authorized Representative of that person.

**"Service"** shall mean all Online Financial Services you can access via the Website after entering into this Agreement.

**"Website"** shall include:

- All Pinnacle Bank websites maintained by us and accessible through pinnbanktx.com or through Pinnacle Bank mobile downloadable applications for the Mobile Banking Service.
- Any other website or web pages you can access only after you, or a person for whom you are acting as an Authorized Representative, enter into this Agreement.

The term "Website" does not include any website with its own separate agreement governing online access.

## **1. GENERAL DESCRIPTION OF ONLINE BANKING SERVICES AGREEMENT**

### **A. What This Agreement Covers**

This Agreement between you and Pinnacle Bank governs the use of the Online Financial Services. These Services permit U.S.-based Pinnacle Bank customers (consumers and business customers who are account owners) to perform a number of banking functions through the use of a personal computer through a Mobile Device, on accounts linked to the Service. Unless indicated otherwise by the context, "linked Pinnacle Bank accounts" or "linked accounts" refers to all of your U.S.-based accounts with Pinnacle Bank that you have linked to Online Banking Services. When used in this Agreement, the term "business" includes sole proprietors, non-consumer business entities, and individual owners of the business, unless the context indicates otherwise.

### **B. Accepting the Agreement**

When you use any of the Online Banking Services described in this Agreement or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

### **C. Relation To And Conflict With Other Agreements**

Your use of Online Banking Services may also be affected by a deposit or other agreement between us for your linked Pinnacle Bank accounts. When you link an account to Online Financial Services, you do not change the agreements you already have with us for that account. You should review those and other Pinnacle Bank account-related agreements and fee schedules for any applicable fees, for limitations on the number of transactions you can make, liability rules for electronic fund transfers, and for other restrictions that might impact your use of an account with Online Banking Services.

If this Agreement conflicts with another agreement, or another agreement has terms that are not addressed in this Agreement, then the other agreement will control and take precedence, unless this Agreement specifically states otherwise. The other agreement will only control with respect to the Eligible Account or Online Financial Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency.

Additional provisions regarding online services or features that appear in another agreement covering your Eligible Account or Online Financial Service, but not in this Agreement, will apply. For example, if your Eligible Account or Online Financial Service is covered by another agreement and a dispute arises between you and us under that agreement, then the dispute resolution and governing law provisions in that other agreement will control.

Further, the original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

## **2. ONLINE BANKING SERVICES**

### **A. Online Banking for Consumers**

You may use Online Banking Services to:

- Transfer funds between your linked Pinnacle Bank accounts on either a one-time or recurring basis, including as a payment to a linked installment loan or mortgage.
- Transfer funds between linked Pinnacle Bank business accounts and linked personal accounts.
- Transfer funds from your linked Pinnacle Bank personal or small business accounts to most Pinnacle Bank personal or small business deposit accounts.
- Bill payment services.
- View current balance information for your linked Pinnacle Bank accounts.
- Review available transactions for your linked accounts.
- Perform self-service account maintenance such as re-ordering checks, stopping payment on checks, and changing your address and phone number
- Send us secure online mail messages and questions regarding your Online Banking Services.

Some of the above services may not be available for certain accounts or customers, or if you access Online Banking through the mobile banking app or through the web.

We will update our Website if we eliminate or introduce new features to the Service.

## **B. Owners, Authorized Representatives**

If an Eligible Account is owned by more than one person, or has more than one Authorized Representative, each person individually may provide us with instructions, make any decision, obtain any information or make any request associated with the Eligible Account and related Online Financial Services, to the extent allowed by the applicable agreement(s) covering the Eligible Account.

If you make someone an Authorized Signer on a Business Eligible Account, and he/she is enrolled in the Service, and we will treat him/her as an Authorized Representative. If you tell us that an Authorized Representative is no longer authorized, we will consider his/her transactions unauthorized only when: (i) you tell us that you did not want or intend the transaction(s); and (ii) the Authorized Representative performs them after you let us know he/she is no longer authorized; and (iii) we have reasonable opportunity to act on your notification.

For more details, please see the agreements for your Eligible Accounts and Online Financial Services.

## **C. Signature Requirement Waiver**

Any requirement to verify two or more signatures on any item (such as a check) does not apply to electronic or telephone transfers. This means that you are allowing any Authorized Signer on your Eligible Account to individually make electronic or telephone transfers, even though his/her authority to transfer or withdraw funds from your account by some other means (such as by check) must be exercised jointly with one or more other persons.

This provision controls and takes precedence over any conflicting provision in any other agreements you have with us.

## **D. Acknowledgements**

You agree that:

- Each of your Authorized Representatives will be acting as your agent and will be bound by this Agreement and any separate agreement governing the Eligible Account or Online Financial Service.
- We may rely and act on the instructions of any Authorized Representative.
- All transactions that an Authorized Representative performs on an Eligible Account or Online Financial Service, including those you did not want or intend, are transactions authorized by you.
- You are solely responsible for those transactions.
- You are solely responsible for supervising all of your Authorized Representatives and monitoring the actions they take on your behalf.

## **3. ACCESS**

### **A. Accessing Eligible Accounts**

You authorize Pinnacle Bank to provide access to your Eligible Accounts and Online Financial Services through the Service. You may access your Eligible Accounts and Online Financial Services through the Website to obtain information and perform transactions authorized on the Website.

To access your Eligible Accounts and Online Financial Services through the Website, you need a username, a password and required hardware and software. To complete your enrollment in the Service, you will be required to validate your email address. Additionally, you are required to maintain an email address that is continuously operational to receive email communications from us in order to continue to access your Eligible Accounts and Online Financial Services through the Website.

You also have to comply with any other security procedures we may establish. Subject to the terms of this Agreement, you will generally be able to access your Eligible Accounts and Online Financial Services through the Website seven days a week, 24 hours a day. Sometimes the Service may be unavailable due to system maintenance or circumstances beyond our control. You must provide all computer, telephone and other equipment, software (other than any software provided by us) and services you need to access the Service.

When using the Mobile Banking Service, you may generally access certain Eligible Accounts through the mobile browser, our mobile apps, or get certain information through text messaging on a Mobile Device.

## **B. Terminating Access**

Voluntarily. If you close all your Eligible Accounts and terminate your Online Financial Services, or withdraw from the Service, we may suspend or terminate your access without prior notification. If you close your Eligible Accounts, you could also lose access to your Online Financial Services, and we may terminate your access to the Service. We are not required to reinstate or re-activate your access. If you have no Eligible Accounts linked to the Service, or do not use the Service for a period of 6 consecutive months, we may at our discretion terminate your access without prior notification.

For Violating the Agreement. If you violate any terms of this Agreement (including non-payment of fees under any applicable fee schedule) or any other agreement you have with us, you agree that we may suspend or terminate your access to any of your Eligible Accounts and Online Financial Services. We are not required to reinstate or re-activate your access.

## **4. ELIGIBLE ACCOUNTS – ADDITIONAL PROVISIONS**

### **A. Removing Online Access**

If you want to remove online access for an Eligible Account, email us through the Service or call either 1.800.227.7715 or your local Pinnacle Bank branch.

### **B. Electronic Funds Transfer Timing**

Unless the Website or our other agreements with you say otherwise, electronic funds transfers completed through the Service before the transfer cut-off time on a Business Day will be posted to your Eligible Account the same day. Credit card, line of credit, loan and mortgage transactions may take up to three (3) Business Days to process, but will post as of the Business Day the transaction was made.

All transfers completed after the transfer cut-off time on a Business Day, or on a day that is not a Business Day, will be posted on the next Business Day.

Please note that electronic funds transfers:

- Between financial institutions will be processed, completed and posted by the other institution following its own rules.
- Initiated through the Service for person-to-person payments may have different transfer cut-off or posting times.

### **C. System Maintenance**

Sometimes you may not be able to access one or more of your Eligible Accounts or Online Financial Services due to system maintenance or circumstances beyond our control. During these times, you may be able to call Online Customer Service at 1.800.227.7715, use a Pinnacle Bank ATM or visit a Pinnacle Bank branch location to obtain information about your Eligible Accounts.

### **D. Account Linking and Display**

Once you enroll for the Service, your Eligible Accounts will be available. Eligible Accounts that are linked and displayed through the Mobile Banking Service may be subject to certain limitations and restrictions.

Eligible Accounts will appear on your Account Summary page on the Website without regard to who else may have an ownership interest in each Eligible Account.

## **E. Emails and Text Messages**

You authorize us to send emails and text messages to others on your behalf, if needed to carry out your instructions regarding an Eligible Account or Online Financial Service. These communications may identify you by name and may state that we are sending them on your behalf and according to your instructions.

## **5. TRANSFERS (DOES NOT APPLY TO TRANSFERS OUTSIDE PINNACLE BANK)**

### **A. Processing of Transfer Requests**

#### General

Transfers can be made in two ways, either on a one-time or recurring basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, a \$100 transfer from a checking to a savings account that occurs every two weeks.

One-time immediate transfers can be made from a linked Pinnacle Bank checking, savings, money market, or line of credit to most linked Pinnacle Bank accounts.

One-time scheduled and recurring transfers can be made from a linked Pinnacle Bank checking, savings, or money market account to a linked checking or savings account.

Transfers can be made from a linked Pinnacle Bank personal checking, savings, money market or line of credit account to most personal checking, savings, or money market accounts of other Pinnacle Bank customers. Some account types, including those with foreign addresses, cannot be set up to receive funds.

Transfers from a deposit account are immediately reflected in the account's available balance. Transfers from a line of credit account are immediately reflected in the account's available credit amount.

#### Scheduled and Recurring Transfers

Transfers scheduled for a weekend or a non-bank business day will be processed on the prior bank business day. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the business day requested.

#### Transfers to Credit Accounts

Funds transferred as a payment to a line of credit, installment loan or mortgage account before 9:00 p.m. CT will be credited with the date the payment is submitted. Transfer payments submitted after 9:00 p.m. CT will be credited with the next day's date. Updates to account balances, funds availability, and transaction posting may take up to two (2) bank business days.

#### Transfers to Deposit Accounts

Funds transferred to a deposit account prior to 9:00 p.m. CT on a business day will appear with the same day's date in the deposit account transaction history.

- Please note, transfers to any deposit account on a Saturday, Sunday or bank holiday, will appear with the next Business Day's date in the deposit account transaction history.
- All transfers submitted to a deposit account (such as checking, savings, money market) are immediately reflected in the account's available balance.

## **6. BANK-TO-BANK TRANSFER SERVICE**

### **A. Description**

Bank-to-Bank Transfer Service ("Transfer Service") lets you transfer funds:

- From your Pinnacle Bank checking and/or savings accounts to your accounts at other United States financial institutions ("Financial Institutions");
- From your accounts at other Financial Institutions to your Pinnacle Bank checking and/or savings accounts;

In this Section 6, "Account(s)" refers to each of the accounts referenced above.

In addition to the terms of the Agreement, your use of the Transfer Service is subject to:

- Terms or instructions appearing on the screen when using the Transfer Service; and
- Our rules, procedures and policies and the account agreements applicable to the Accounts used in the Transfer Service.

To use the Transfer Service you must:

- Be of legal age and a resident of the United States;
- Have at least one Account with us;
- Agree to the e-Sign Consent and this Agreement; and
- Be enrolled in a Service.

If your Accounts and/or Service are terminated for any reason, you will have no further right or access to use the Transfer Service.

### **B. Information Authorization for Non-Pinnacle Bank Accounts**

We may verify the Accounts that you add to the Transfer Service. You authorize us to validate the Accounts in a manner selected by us, including through the use of a test transfer, in which one or more low value payments credited to and debited from your non-Pinnacle Bank Account. Once the test transfer is complete we may ask you to access this Account to tell us the amount of the test credit or debit or any additional information reported by your Financial Institution with this test transfer. We may also verify Accounts by requiring you to submit proof of ownership of the Account(s).

### **C. Accounts**

By using the Transfer Service, you represent and warrant to us that:

- You own or are an authorized signer on the Account held with us and at the non-Pinnacle Bank Financial Institution;
- Your Account at the non-Pinnacle Bank Financial Institution is a United States account;
- Your Account and applicable law permit transfers;
- You have the right to authorize and permit us to access your Accounts to complete such funds transfers or for any other purpose authorized by this section;
- By disclosing to us and authorizing us to use Account information and complete the transfer you are not violating any third party rights; and
- Information you provide to us is true, current, accurate and complete.

You hereby authorize and permit us to use information you submit to make transfers and to configure the Transfer Service to be compatible with the Accounts.

At all times your relationship with each non-Pinnacle Bank Financial Institution is independent of Pinnacle Bank and your use of the Transfer Service. We will not be responsible for any acts or omissions by the non-Pinnacle Bank Financial Institution, including without limitation, any modification, interruption or discontinuance of any Account by such Financial Institution, or by any other third party.

Not all types of accounts are eligible for funds transfer. We may decline the use of any Account that we believe may present a risk to you and/or us. Be sure to check with your Financial Institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. Excess activity fees may apply if you exceed federally- mandated



transaction limits for savings accounts. For more information, please refer to your account agreement with the Financial Institution that maintains your Account.

#### **D. Transfer Types and Limits**

Type of Transfers. We may add new features to the Transfer Service, including a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. We may at any time decline a funds transfer that we believe may violate applicable law.

Frequency of Transfers. We do not limit the number of funds transfers you may make, however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules and regulations governing the applicable Accounts. For security and risk management reasons we may modify the limit, the frequency and the dollar amount of transfers you can make using our Transfer Service. The limits on the frequency and dollar amount of transfers are solely for the protection of Pinnacle Bank.

Dollar Amount of Transfers. You may not make funds transfers in excess of dollar limits for the Transfer Service. We reserve the right to change the dollar amount of funds transfers you are permitted to make using our Transfer Service. In the event that your use of the Transfer Service has been suspended and reinstated as provided below (see Section 6.G Suspension and Reinstatement of Transfer Service), you understand and agree that your use of the Transfer Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

Transfers Subject to the Rules of the Accounts. All funds transfers are subject to the rules and regulations governing the relevant Accounts. You may not initiate any funds transfers from or to an Account that are not allowed under the rules or regulations applicable to such Account including rules or regulations designed to prevent the transfer of funds in violation of the Office of Foreign Asset Control (OFAC) regulations.

Failure or Rejection of Transfers. Upon learning that the funds transfer could not be completed, we may, but are not required to, make a reasonable effort to complete the transfer again. If the funds transfer fails, we will notify you to contact your non-Pinnacle Bank Financial Institution to learn more about the failure. We reserve the right to decline (i) any funds transfer or (ii) to submit funds transfer instructions or orders or (iii) to carry out change or cancellation requests.

You represent and warrant to us that you have enough money in the non-Pinnacle Bank Accounts to make any funds transfer you request that we make on your behalf through the Transfer Service. If we receive a transfer request against your Account and there are not enough available funds in your Account to cover the transfer, we may at our sole discretion:

- Cover the transfer in accordance with the terms of any written overdraft protection plan that you and we have established;
- Cover the transfer and create an overdraft to your Account; or
- Decline the transfer.

We may make the decision regardless of whether we may have previously established a pattern of honoring or dishonoring overdrafts. Fees may vary depending on the action we take. Any negative balance on your Account is immediately due and payable, unless we agree otherwise in writing, and you agree to reimburse us for the costs and expenses (including attorney fees and expenses) we incur in recovering the negative balance (including overdraft and associated fees).

Your Right to Cancel a Transfer. Payments that are in process cannot be cancelled or stopped. When the Transfer Service offers recurring and/or future one time transfers, you may cancel any transfer as long as we receive the request before the process date of the one-time transfer or the next scheduled recurring transfer. For recurring transfers, you may cancel only the next scheduled transfer or the entire recurring transfer schedule. After the entire recurring transfer schedule is cancelled, all future transfers will be cancelled and you must reschedule it if you want transfers to be made in the future.

You may cancel a transfer by logging on to the Transfer Service or by contacting us at 1.800.227.7715 or your local Pinnacle Bank branch.

#### **E. Authorization**

You agree that your transfer instructions are the authorization for us to complete the funds transfer. You authorize us to select any means to execute your funds transfer instructions, such as the Automated Clearing House (ACH), wire transfer or check. You will be bound by the rules and regulations that govern the applicable funds transfer systems, such as CHIPS or ACH rules as published by the National Automated Clearinghouse Association (NACHA).

We will make all reasonable efforts to process your transfer requests in a timely manner, however, we reserve the right to hold funds pending settlement or for such period of time as we deem necessary, in our sole discretion, to cover items which may be returned unpaid. For Pinnacle Bank Accounts, any interest earned on such funds during the hold period will remain the property of Pinnacle Bank. To complete your funds transfer we may utilize ACH transfers, which will result in a debit to one of your Accounts and a credit to another of your Accounts. All Pinnacle Bank ACH transfers go through a Pinnacle Bank transfer account. For ACH debit entries (which debit your other Account and credit your Pinnacle Bank Account), Pinnacle Bank typically holds funds for 3-4 Business Days to make sure that the item will not be returned unpaid before we will credit your Account. If the ACH transaction is returned for any reason and the payment has been credited to your Account, you authorize us to debit your Account, in whole or in part, for the amount of the returned item and for any returned item fee.

We will notify you of such charge in advance of the transaction. If you choose to proceed with the transaction, you authorize us to debit your Account in the amount indicated.

#### **F. Transfer Service Changes and Discontinuation**

Depending on the type of transfer or the type of your Pinnacle Bank Account we may charge fees, for the use of the Transfer Service, and for any additional services or features that we may introduce. We will notify you of such charge in advance of the transaction. If you choose to proceed with the transaction, you authorize us to debit your Account in the amount indicated. You agree to pay all fees associated with the use of the Transfer Service. We may modify or discontinue the Transfer Service or your Account(s) with us, with or without notice, without being liable to you, any other user or any third party.

#### **G. Suspension, Reinstatement and Termination**

Without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Transfer Service, immediately and without prior notice to you, if we incur a problem with your use of the Transfer Service. You understand and agree that such action is reasonable for us to take in order to protect Pinnacle Bank from loss.

In the event of such suspension, you may request reinstatement of your service by contacting us at 1.800.227.7715 or your local Pinnacle Bank branch. In our sole discretion we may grant or deny reinstatement of your use of the Transfer Service. If we agree to reinstate you, we may initially reinstate your Transfer Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions. Based upon your subsequent usage of the Transfer Service, we may restore your ability to complete transfers subject to such higher limits as may then be in effect.

Subject to applicable law, we may terminate your right to use the Transfer Service at any time and for any reason, including if in our sole judgment we believe you:

- Engaged in conduct or activities that violate any of the terms of this Agreement or our rights; or
- Provided us with false or misleading information; or
- Interfered with other users or the administration of the Transfer Services.

#### **H. No Unlawful or Prohibited Use**

As a condition of using the Transfer Service, you warrant to us that you will not use the Transfer Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Transfer

Service or by any applicable law or regulation. You further warrant and represent that you will not use the Transfer Service in any manner that could damage, disable, overburden, or impair the Transfer Service or interfere with any other party's use of the Transfer Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Transfer Service. These warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

#### **I. Account Number Policy**

If the instructions for a transfer under the Transfer Service identify a bank or beneficiary by name and account number, we or the relevant Financial Institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You agree that neither we nor the relevant Financial Institution will have responsibility to investigate discrepancies between names and numbers.

#### **J. Your Responsibility for Errors**

We must rely on the information you provided, and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. Financial Institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. If you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we may recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of Financial Institutions holding the non-Pinnacle Bank Account. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant Financial Institution. Any rights you may have against a Financial Institution for such errors, delays or other problems are subject to the terms of the agreements you have with such Financial Institution, including any time limits during which complaints must be made. Please see EFT Provisions (Consumers) in Section 7 in this Agreement for terms and conditions that apply to electronic funds transfers that debit or credit a consumer checking, savings or other asset account and are subject to Federal Reserve Board's Regulation E.

#### **K. Our Liability**

If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account.

We are not liable for any costs, fees, losses or indirect, special or consequential damages of any kind incurred as a result of:

- Our debit and/or credit or inability to debit and/or credit the accounts in accordance with your funds transfer instructions; or
- Inaccuracy, incompleteness or misinformation contained in the information retrieved on the accounts; or
- Charges imposed by any non-Pinnacle Bank Financial Institution or by applicable law; or
- Funds transfer limitations set by the non-Pinnacle Bank Financial Institutions or applicable law; or
- Not enough money in your Account to make the funds transfer; or
- Transfers exceeding the credit limit on any applicable overdraft line; or
- System failures at a non-Pinnacle Bank Financial Institution and we are unable to complete the transfer; or
- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or

- Third party caused, including your non-Pinnacle Bank Financial Institution; or
- Any further limitations on liability as otherwise stated in the agreement(s) governing your Account(s) with us.

There may be additional exceptions to our liability stated in this Agreement. Except as otherwise required by law, we will in no event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of hereunder.

## **L. Security**

Pinnacle Bank protects your personal information and privacy as disclosed in the Privacy Policy found on [pinnbanktx.com](http://pinnbanktx.com).

Security Procedures. The Financial Institution at which your account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. In connection with the Transfer Service we may provide to that Financial Institution such information as may be required to verify the instructions and the verification may constitute a valid security procedure under the rules governing that Account.

Deviating from Security Procedures. You permit us to authorize your non-Pinnacle Bank Financial Institution to accept funds and transfer instructions in accordance with any authorization procedures you and such Financial Institution have agreed upon, or that we, on your behalf, and such Financial Institution have agreed upon, without verifying the instructions under the established security procedures, regardless of whether you agreed to the security procedures or we agreed on your behalf. In addition, we may authorize such Financial Institutions to charge and debit your Accounts based solely on these communications.

Additional Provisions for Business Accounts. You agree that we are liable only for damages required to be paid under Uniform Commercial Code ("UCC") Article 4A. In no event will we be liable for any special, indirect or consequential loss, damage, costs or expense of any nature, including, without limitation, lost profits, even if we have been informed of the possibility of such damages, except as may be required by law.

## **7. ELECTRONIC FUNDS TRANSFER PROVISIONS**

### **A. Applicability**

The provisions in this Section 7 apply only to electronic funds transfers ("EFT(s)") that debit or credit a Consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E. When applicable, we may rely on any exceptions to the provisions in this Section 7 that are covered in Federal Reserve Board Regulation E. All terms in this section not defined in this Agreement but defined in Regulation E will have the meaning given in Regulation E.

### **B. Your Liability**

Tell us at once if you believe your card and/or code has been lost or stolen or if you believe that an EFT has been made without your permission using information from your personal check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within two (2) business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. If your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

### **C. Errors/Unauthorized Electronic Funds Transfers**

Here's how to notify us when you believe that an error, unauthorized EFT, or unauthorized transfer has been or may have been made:

- Phone: 1.800.227.7715
- Paper Mail: Pinnacle Bank PO Box 598 Gretna NE 68028-0598
- Your local Pinnacle Bank branch.

We must hear from you no later than sixty (60) days after the date we send the first statement on which the problem or error appeared. When contacting us about an error or with questions, please tell us:

- Your name and account number (if any).
- About the error or the transfer you question, and clearly explain why you believe it is an error or why you need more information.
- The dollar amount and date of the suspected error.

If you report a problem by phone, we may need you to submit your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you, and will promptly correct any error. If we need more time to conduct our investigation, we will notify you of our need for an extension of up to forty-five (45) days. If we decide to do this, we will credit your account within ten (10) Business Days for the amount you think is in error, so you can use 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 do not receive it within ten (10) Business Days, we may not credit your account.

We may permit you to initiate or monitor the status of certain kinds of complaints or questions electronically on the Website. Complaints or questions you initiate via the process we provide on the Website will be considered as written.

For errors involving new accounts, point-of-sale or foreign-initiated transactions, our investigation may take up to ninety (90) calendar days. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that no error occurred, we will send you an explanation. You can ask for copies of the documents that we used in the investigation.

### **D. Documentation**

The cardholder will receive a receipt each time an ATM or in-store kiosk is used to make an electronic transfer to or from your Eligible Account, unless the cardholder is notified otherwise before completing the transaction. The receipt is evidence of the transaction as recorded by the ATM or the Service, however, all transactions are subject to posting, final payment or verification. You can use the receipt to reconcile the statement for the Eligible Account.

You have the right to find out whether an EFT was credited to your Eligible Account. To do so, contact us at the number listed on your statement for your Eligible Account. We will send you a monthly statement if there are EFTs in a particular month. Otherwise, we will send you a statement at least quarterly.

### **E. Changes to Debit Amounts**

If you authorize a person to regularly debit your Eligible Account, and the amount varies from the previous amount debited, he/she must tell you, at least ten (10) days before each debit, when the debit will be made and how much it will be.

### **F. Acknowledgements**

You agree to indemnify and hold us harmless from and against any loss incurred by us if we do not pay a preauthorized EFT because:

- Any of the information relied upon in the stop payment order is incorrect or incomplete; or
- A valid stop payment order is in effect.

## **8. STOP PAYMENT ORDERS**

### **A. Acceptance of Stop Payment Orders.**

If we have not already paid a check that is drawn on an Eligible Account, then at your request and risk we may accept a stop payment order on it. If you request a stop payment on a check in a branch location, we may require identification such as a driver's license or identification card. You may not stop payment on (i) a point of sale transaction, (ii) an ATM withdrawal or transfer, or (iii) a preauthorized EFT.

### **B. Placing A Stop Payment Order.**

We may accept an order to stop payment from any Authorized Representative who has a right to withdraw funds from an Eligible Account. We may require you to complete a form authorizing the order. You must give us sufficient notice and information so that we have a reasonable opportunity both to verify that the item is unpaid and to act on your request. We may charge you a fee for each stop payment order and each renewal of the order.

Because stop payment orders are handled by computers, to be effective, we need specific information to process the request, including the account number, the name of the party to whom the item was made payable, the item number, the exact amount of the item, and the date of the item. We may use only a portion of the required information to identify an item. If you give us the wrong amount or the wrong item number, we may pay the item.

In some cases, we may pay an item even if an order is in effect. For example, if one of our branch locations, without notice of your request, pays a check that you have asked us to stop, we may still pay the check.

A stop payment order generally expires after twelve (12) months. However, we may, in our sole discretion, elect to honor a stop payment order for a longer period of time. If you want the order to continue after twelve (12) months, you must ask us to renew the order. Each request for a renewal is treated as a new order. If you want the order to expire in less than twelve (12) months, you must ask us to cancel the order on or after the date you want it to expire. We may accept a written or oral instruction to cancel the order. A release of the stop payment request may be made only by the person who initiated the stop payment order. Your request to cancel the order is not effective until we have a reasonable opportunity to act on it. We cancel the order automatically when the account on which the item is drawn is closed. If the item is presented to us for payment after the stop payment order expires, we may pay the item. We are not obligated to notify you when a stop payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop payment order.

Our stop payment cutoff time is one (1) hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

## **9. ONLINE STATEMENTS AND DOCUMENTS**

### **A. Description**

Many account documents, including statements, tax documents, and legal notices, can be delivered online for certain Eligible Accounts and Online Financial Services. You have the option to view, save, or print PDF versions of your account documents from the Website via desktop, tablet or Mobile Device.

Any legal notices or disclosures about your Eligible Account or Online Financial Service that would normally accompany your paper account statement, or that we would mail to you, may be delivered to you electronically. In some cases, we must continue to mail paper statements, legal notices and disclosures even if you elect to receive them electronically. We may offer you additional

options/preferences for delivery of various communications related to your Eligible Accounts or Online Financial Services.

The following is a brief description of the various features of and requirements for using online statements and documents. We may add to, modify, or delete any feature of online statements and documents at our sole discretion.

## **B. Eligible Accounts**

Most Eligible Account statements and documents can be delivered online. You can determine online statement eligibility by signing on to the Website.

## **C. Enrollment**

Online statements and documents are available for certain Eligible Accounts or Online Financial Services if you have completed enrollment in the Service and provided us with a valid email address. We may revoke your online-only statement and document option and change your delivery preference to U.S. Mail as well as suspend your access to your Eligible Accounts or Online Financial Services if you do not maintain a valid email address.

Depending on the Eligible Account or Online Financial Service, one or more of the following may be true:

- Many Eligible Accounts and Online Financial Services automatically come with online-only delivery for statements and documents. This means you will no longer get paper statements and documents, unless required by law. You can change your delivery preference back to U.S. Mail at any time.
- For Eligible Accounts or Online Financial Services that do not automatically come with online-only delivery, you must choose online-only delivery for that Eligible Account or Service.

## **D. Check Images**

For deposit accounts, you may view online images of the individual checks posted to your account.

## **E. Access**

You can access your online statements and documents (including legal notices and disclosures) on the Website. Statements are available online for up to a maximum of 18 months, depending on the type of account enrolled. Statements for some types of Eligible Accounts or Online Financial Services are available for shorter time frames. If you did not choose online-only delivery when the account was first opened, there may be a gap in the historical statements available online for some types of Eligible Accounts.

For some types of Eligible Accounts or Online Financial Services, there may be a delay of up to several weeks after enrollment before you can start viewing statements and documents online. You can still request historical account statements (fees may apply). Please refer to the applicable account agreement and disclosures for details.

We always reserve the right to communicate with you in writing using the U.S. Postal Service, regardless of what other options you have chosen.

## **F. Terminating Online Documents**

We may terminate delivery of online documents to you for one or more Eligible Accounts or Online Financial Services, without notice. As provided in Section 17.B of this Agreement, if you do not access your Eligible Accounts through the Service for any 6-month period, we may terminate your access to all or any part of the Service.

## **10. THIRD-PARTY SOFTWARE AND CONTENT**

### **A. Description**

Third-Party Software. We may offer third-party software tools and products ("Third-Party Software") that

you can install on your computer. You are responsible for obtaining a valid and separate license agreement with the provider of the Third-Party Software.

Third-Party Content. We may offer information, commentary, and tools supplied by companies not affiliated with us ("Third Party Content"). All of the Third-Party Content on the Website is labeled as such, and may be available either in a frame, via a hyperlink, or simply posted to the Website. We do not own any interest in, edit, review or endorse any Third-Party Content.

## **B. Disclaimers**

1. You agree that:
  - Any Third-Party Software you download is provided to you "as is" and "as available."
  - Any Third-Party Content you review or use is provided to you "as is."
2. You agree that we make no warranties and have no liability as to:
  - The accuracy, completeness, availability or timeliness of the information, text, graphics, or other items provided, stored, evaluated or processed through the Third-Party Software or Third-Party Content;
  - Any errors or omissions in the delivery or transmission of the Third-Party Software or Third-Party Content from us to you; and
  - The Third-Party Software's or Third-Party Content's fitness for a particular purpose and non-infringement of any third-party rights.
3. You understand that some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.
4. You further agree that we will not be liable to you for:
  - Your inability to access or use the Third-Party Software.
  - The accuracy, timeliness, loss or corruption, or misdelivery of any Eligible Account information or any other information processes by the Third-Party Software.
  - Unauthorized access to your Eligible Accounts or to your account information and any misappropriation, or alteration, of your account information or data as a result of your installation or use of the Third-Party Software.

## **C. Acknowledgements**

You agree and understand that:

- You assume all risk that unauthorized third parties may access any Third-Party Software you download and install, or any information you enter into the Third-Party Software.
- If you use the Third-Party Software to transmit information, you and the Third-Party-Software provider are responsible for the security and confidentiality of that information.
- Any Third-Party Software downloads are your own risk and you alone are responsible for any resulting damage to the computer or other electronic device, as well as for any loss or corruption of data that might occur as a result.
- You are solely responsible for acquiring and maintaining a computer or other electronic device that can handle and access the Third-Party Software, including any necessary equipment such as a modem, and that you are responsible for all costs associated with accessing the Third-Party Software.

## **11. FEES**

### **A. Fees for Eligible Accounts and Online Financial Services**

Fees (separately disclosed) in connection with an Eligible Account or Online Financial Service apply when using the Service. Additional fees may apply to specific services and are disclosed on the Website.



Your internet, telephone, and/or Mobile Device service provider may assess other fees and bill them separately.

## **12. SECURITY**

### **A. General Security Procedures**

You need a username and password, to access your Eligible Accounts and Online Financial Services through the Service. We may set standards for your username and password. We recommend that you change your password regularly, and select a unique username and password combination for use only with the Service.

We may also require additional security procedures for certain transactions. These additional security procedures may require special hardware, software or third-party services. To enhance the security of your Eligible Accounts and Online Financial Services, we may also offer you additional, optional security procedures. These could include personal reference questions and answers, random number generators or one-time passwords. We may also require the use or activation of specific applications, Internet browser software features, plug-ins and add-ons, to use the Service. These could include JavaScript support and "cookies."

To enable and enhance secure access to the Service, we may also access detailed information about the computers and Mobile Devices you use to access the Service. This could include telephone numbers and unique internal and network identifiers for your computers and Mobile Devices. We also use cookies and other technology for information security and other purposes, as described in our Privacy Policy, available at [pinnbanktx.com](http://pinnbanktx.com).

### **B. Usernames and Passwords**

Usernames and passwords must meet the standards we establish. These standards will be available for your reference whenever you create or change a username and/or password. We may require you to change or update your username and/or password at any time. If we change these standards, you may have to change your password to meet the new standards. We are not required to give you advance notice that we have changed the standards, or that we are requiring you to change or update your password. You are responsible for keeping your password confidential. We recommend you select a unique username and password combination for use only with the Service, and memorize it rather than writing it down.

### **C. Protecting Your Security**

Even though information exchanged through the Service is protected by advanced encryption techniques while being transmitted, you still need to protect your username and password for the Service. You must notify us immediately if you suspect fraudulent activity on your Eligible Account or if you believe that:

- Your password may have been lost or stolen.
- A Mobile Device you use to access the Service has been lost, stolen or compromised.
- Someone viewed, downloaded or deleted electronic records from your Eligible Account or Online Financial Service without your permission.

### **D. Acknowledgements**

You agree that we may place cookies and other identifiers on the computers and Mobile Devices you use to access the Services.

## **13. PRIVACY AND USE OF INFORMATION**

### **A. Description**

We are committed to protecting your privacy. The provisions of the privacy policies provided or made available to you in connection with an Online Financial Service or Eligible Account will govern all information we gather from you in connection with using the Service, as applicable. The type of information we may collect, retain and use could include your name, address, phone number, email address, and the IP address and other identifiers related to the computers and Mobile Device(s) you use to access the Service. Information that we gather may be stored in the United States or other countries, and is protected in accordance with Pinnacle Bank information security standards.

You authorize your wireless operator to use your mobile number, name, address, email, network status, customer type, customer role, billing type, Mobile Device identifiers other subscriber status details, if available, to allow verification of your identity and to compare information you have provided to Pinnacle Bank with your wireless operator account profile information for the duration of the business relationship.

## **B. Acknowledgements**

You agree that:

- We may collect and retain certain information and use that information to market our products and services to you.
- If you access the Service, or use an Online Financial Service, we may track and record your geographic location.
- We may use automated processes to detect any use of the Service that violates the terms of this Agreement or any applicable law.

## **14. ADDITIONAL RESPONSIBILITIES**

### **A. Your Responsibilities**

You are responsible for:

- Actions taken by anyone using the Service after signing in with your username and password, or any other Pinnacle Bank-approved authentication control. We are entitled to rely and act upon instructions received under your username and password.
- Keeping your username and password confidential.
- For ensuring that you have signed off from the Service when your session is complete to prevent unauthorized persons from using the Service.
- Ensuring your computer operating system, software, browser version, plug-ins and anti-virus software are all current and up-to-date.
- Ensuring you have a valid email address.

### **B. Acknowledgements**

You agree that you will:

- Be the only user of your username and password, that you will not transfer or disclose any of this information to any other person.
- Be responsible for all usage of the Service and any fees associated with use of other services accessed through the Service on your Eligible Account, whether or not authorized by you.
- Immediately notify us at 1.800.227.7715 or the phone number located on your statement to report any actual or suspected unauthorized use of your username or password.
- Provide true, accurate, current and complete information about yourself as requested.
- Not misrepresent your identity.
- Not use the Service for illegal purposes.
- Comply with all regulations, policies and procedures of networks through which you access and use the Service.
- Not use the Service in a way that disrupts the Service or the networks through which you access or use the Service.
- Not access or attempt to access any Service account for which you have no access authorization, or duplicate, modify, distribute or display any of the data or files from any such account.
- Be responsible for and provide all computer, telephone, and other equipment, software (other than any software provided by us) and services necessary to access the Service.

## **15. DISCLAIMERS**

### **A. Disclaimers of Warranties**

To the fullest extent permitted by law, we make no warranties of any kind for the Service, either express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that the Service will be uninterrupted or error free, that defects will be corrected, or that our Website that makes the Service available is free of viruses or other harmful components.

## B. Limitations on Liability and Obligations

Pinnacle Bank and its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers are not liable for any:

- Consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service) damages.
- Indirect damages.
- Incidental damages.
- Special damages.
- Punitive damages.

This is true whether these damages occur in an action under contract, or from negligence or any other theory, arising out of, or in connection with, this Agreement, the Service, or the inability to use the Service. In addition to reasons such as scheduled system maintenance, damages could arise from circumstances beyond our control, even if we advise you of the possibility of such damages. These circumstances could include (but are not limited to):

- Power outages.
- System failures.
- Fires.
- Floods.
- Natural disasters.
- Extreme weather.
- Cyber-attacks, including Denial of Service (or DoS) attacks.

In states that prohibit the limitation of liability for consequential or incidental damages, the above limitations may not apply.

Except as specifically provided in this Agreement or otherwise required by applicable law, we, our service providers or other agents, also will not be liable for:

- Any loss or liability you may incur resulting wholly or partly from failure or misuse of your equipment or software provided by an external company (such as an Internet browser provider, an Internet access provider, an online service provider, or an agent or subcontractor of any of them).
- Any direct, indirect, special or consequential, economic or other damages arising in any way from your access, use or failure to obtain access to the Service. Pinnacle Bank does not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the continental United States, Alaska or Hawaii.

We will not be obligated to honor, in whole or in part, any transaction or instruction that:

- Is not in accordance with any term or condition of this Agreement or any other agreement that applies to the relevant Online Financial Service or Eligible Account.
- We have reason to believe may not be authorized by you or any other person whose authorization we believe necessary.
- We have reason to believe involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction.
- Would violate any applicable provision of any risk control program of the Federal Reserve, the Office of the Comptroller of the Currency, or any applicable rule or regulation of any other federal or state regulatory authority.
- Is not in accordance with any other requirement of our policies, procedures or practices.
- We have other reasonable cause not to honor for our or your protection.

Pinnacle Bank will not be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

## **C. Indemnification**

Except where we are liable under the terms of this Agreement or another agreement governing the applicable Eligible Account or Online Financial Service, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other content or materials you submit to us.
- Any fraud, manipulation, or other breach of this Agreement or the Service.
- Your violation of any other applicable laws or rights of a third party, including but not limited to rights of privacy, publicity or other property rights.
- The provision of the Service or use of the Service by you or any third party.

We reserve the right to defend and control (at our own expense) any matter otherwise subject to indemnification by you. In such a case, you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent.

You are providing this indemnification without regard to whether our claim for indemnification is due to the use of the Service by you, your Authorized Representative or your Delegate.

## **16. NOTICES AND COMMUNICATION**

### **A. Description**

Except as expressly provided otherwise in this Agreement, we will provide notices and other information regarding your Eligible Account, Online Financial Service, or the Service (collectively "Account Information") electronically, through the mail or by other means. We will send this information to the postal or electronic email ("e-mail") address of the Owner of the applicable Eligible Account or Online Financial Service as reflected in our records, unless you specify a different postal or e-mail address.

Any Account Information will be considered "sent" on the first Business Day following the date on the communication. Account Information held for pickup or posted on our Website will be deemed to be delivered to and/or received by you when we make it available for pick-up, display it to you or send notice in accordance with this Agreement that it is posted on our Website. The person receiving the notice has to provide copies of all Account Information to all joint Owners, or other persons with access to the applicable Eligible Account or Online Financial Service.

We can communicate all Account Information to you through the U.S. Postal Service or overnight courier, at our sole option.

### **B. Electronic Delivery**

Unless applicable law states otherwise, when we need to provide you with information in writing, we can send it electronically, either (i) to your e-mail address, (ii) by posting the information to our Website, or (iii) by posting the information on our Website or to your online banking secure mailbox, and sending you a notice to your postal address or e-mail address (either separately or as part of an account statement) telling you that the information has been posted and providing instructions on how to view it.

### **C. Phone Calls and Text Messages**

We may phone you or send you text messages. You consent to our leaving prerecorded/artificial voice messages and using an automatic telephone dialing system to call or text your mobile telephone number. Our calls and text messages to your mobile telephone numbers could result in charges to you.

We will not use an automatic telephone dialing system to make telemarketing calls or send marketing text messages to your mobile telephone numbers, and will not use an artificial or prerecorded voice to deliver telemarketing messages to your mobile telephone or residential telephone based on the agreements you make in this Section 16.

## **D. Alerts**

Your enrollment in Online Banking Services includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Eligible Account(s). Alerts must be managed and/or added online through the Service. 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. We reserve the right to terminate the alerts service at any time without prior notice to you.

Methods of Delivery. We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Online Banking Services message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop alerts via text message, text "STOP" to 27798 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in the Software. For help with SMS text alerts, text "HELP" to 27798. In case of questions please contact customer service at 800-789-7156. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Pinnacle Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Pinnacle Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

## **E. Returned and Unclaimed Information**

Unless otherwise prohibited by the laws governing your Eligible Account or Online Financial Service, this subsection (d) applies if Account Information documents are returned or electronic notifications are returned as undeliverable. This means we can stop sending Account Information or electronic notifications to you until you provide a valid postal or valid e-mail address to us.

We may also:

- Destroy Account Information sent to you and returned to us as undeliverable.
- Hold the Account Information for your Account for you to pick up.
- Stop sending the Account Information through current delivery method and use an alternative delivery method. For example, if we send Account Information to you via the U.S. Postal Service, and the information is returned to us as undeliverable on two or more occasions, we may attempt to deliver the information to your e-mail address instead.
- Suspend access to your Eligible Accounts or Online Financial Services.

If we hold Account Information for you to pick up and it remains unclaimed for sixty (60) days, we may send the Account Information to the address reflected in our records for your Eligible Account or destroy it.

## **F. Contact Information Changes**

You must notify us immediately in the event of a change to your address, e-mail address or phone number. Address changes may be initiated:

- At your request, you can instruct us to change the address or e-mail address to which we send notices or Account Information about your Account at any time.
- If we get an address change notice from the U.S. Postal Service.
- If another party in the business of providing correct address information notifies us that the address in our records no longer corresponds to your address.

We may act on instructions purportedly made on your behalf within a reasonable time after we receive them. Unless you instruct us otherwise, we may change the U.S. Postal Service address or e-mail address only for the account(s) you specify, or for all or some of your other account(s) with us.

## **G. Implementation of Notices**

Any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it. If your Eligible Account has multiple Owners, we may send Account Information to any one of them.

You assume the risk of loss in the mail or other transit. Any notice or Account Information we send you will be effective when mailed, sent electronically, or otherwise made available to you.

## **H. Communicating With Us**

The Service provides email forms for you to ask questions or provide comments. The Service also lets you securely communicate sensitive or confidential information for your Pinnacle Bank accounts. You can access these email forms after you sign on with your password to a secure session of the Service. To ensure the security of your Eligible Account information, we recommend that you use only these email forms when asking specific questions about covered Eligible Account(s). Use only the secure messaging feature when sharing sensitive or confidential account information about your Pinnacle Bank accounts.

You cannot use email to initiate transactions on your Eligible Accounts.

## **I. Acknowledgements**

You agree that:

- We may satisfy our obligation to provide you with a copy of our Privacy Policy by keeping it available for review on our Website.
- We may call you and text you to service your accounts, collect any amount you may owe or discuss our relationship, products and services with you.

## **17. GENERAL PROVISIONS**

### **A. Amendments**

**Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement at any time. This may include adding new or different terms to, or removing terms from, this Agreement.**

We will update this Agreement on the Website on or before the effective date that changes are made, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires it be updated earlier. If we cannot disclose a change without jeopardizing the security of the system, this Agreement will be updated within thirty (30) days after the change. We will notify you as soon as possible when any changes are made that materially affect your rights, such as changes regarding how your information is maintained or used, or changes to the terms of this Agreement. By continuing to use the Service after we send you notice of any change, you agree to the change.

Changes to fees or terms that apply to Eligible Accounts are governed by the agreement otherwise governing the specific account. Except as otherwise required by law, any change to this Agreement applies only to transactions that occur, or claims that arise, after the amendment becomes effective.

## **B. Termination**

This Agreement will be in effect from the date we accept your enrollment in the Service and at all times while you are using the Service or any Online Financial Service. Unless otherwise required by applicable law, either of us can terminate this Agreement and/or your access to any Eligible Account or Online Financial Service through the Service, in whole or in part, at any time, without notice.

The termination of this Agreement will not end your obligations or our rights under this Agreement before the termination.

We can suspend and/or reinstate access to an Eligible Account or Online Financial Service through the Service, in whole or in part, at our discretion, at any time. To request reinstatement of an Eligible Account or Online Financial Service, call 1.800.227.7715 or your local Pinnacle Bank branch. If reinstated, the then-current terms of this Agreement will control.

If you do not access your Eligible Accounts through the Service for a period of 6 consecutive months, we may terminate your Service, including Online Financial Services accessed through the Service, without prior notice to you.

To cancel any of your Online Financial Services, call 1.800.227.7715 or your local Pinnacle Bank branch.

All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation:

- Provisions related to intellectual property.
- Warranty disclaimers.
- Limitations of liability.
- Indemnification.

## **C. Applicable Law and Governing Law**

This Agreement and any amendments hereinafter attached hereto shall be governed by, and you agree to comply with, the laws and regulations of the State of Texas and applicable Federal laws and regulations. In addition, you agree to be bound by and will comply with the terms of this Agreement and any amendment hereinafter attached hereto. Any dispute between Pinnacle Bank and you must be brought in the relevant court in the county where Pinnacle Bank is located.

## **D. Assignment**

We may assign our interest in this Agreement to Pinnacle Bancorp, its successors, or to any now-existing or future direct or indirect subsidiary of Pinnacle Bancorp. However, you may not assign or transfer this Agreement. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

## **E. Intellectual Property Rights**

Other than your personal account information, all content included or available on the Service, such as advertisements, text graphics, button icons, images, audio clips and software, including the collection, arrangement and assembly thereof, is the property of Pinnacle Bank and/or third parties, and is protected by the Copyright Act and international treaties in addition to other state and federal intellectual property laws (collectively, the "Site Materials").

The trademarks, logos, and service marks displayed on the Service (collectively, the "Trademarks") are the registered and unregistered trademarks of Pinnacle Bank, or third parties. You may not use, copy, alter, modify, or change these Trademarks or copy, display, distribute, transfer, link to, reproduce, license, frame, alter, create derivative works of, or republish all or any portion of the Site Materials for any commercial or public purpose. The Service does not grant (by implication or otherwise) any license or right

to use any Trademarks or Site Materials without the express written permission of Pinnacle Bank, or the third party that has rights to such Trademarks or Site Materials.

#### **F. Entire Agreement**

This Agreement and any amendments hereinafter attached embody the entire agreement between Pinnacle Bank and you regarding the Services covered under this Agreement. It supersedes all proposals and prior agreements and all oral discussions relating to the subjects covered in this Agreement. It may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement between Pinnacle Bank and you. There are no unwritten oral agreements between Pinnacle Bank and you.

#### **G. No Waiver**

No failure by either party to insist upon strict performance of any term or obligation in this Agreement or to exercise any right or remedy under this Agreement, nor acceptance of full or partial performance during continuance of a default hereunder, shall constitute a waiver of any such term, obligation, right or remedy or a waiver of any such default or rights or remedies pursuant thereto. If Pinnacle Bank waives any failure or breach of you hereunder such waiver will not operate to waive any other breach of the same or different provision.

#### **H. Headings**

Headings are used for referenced purposes only and shall not be deemed a part of this Agreement.

#### **I. Severability**

If any section, provision or condition of this Agreement is deemed invalid or unenforceable, the provision deemed invalid or unenforceable will, to the extent permitted by applicable law, be deemed reformed so as to be valid and enforceable. If such reformation is not possible, this Agreement will be read as if that provision were never a part of it, and the remainder of this Agreement will be valid and enforceable.

#### **J. Attorney Fees**

In the event that this Agreement is breached by you, in addition to any remedies provided herein or by applicable law, Pinnacle Bank shall be entitled to the extent allowed by applicable law to recovery from you all costs and expenses incurred by Pinnacle Bank in enforcing its rights hereunder, including, without limitation, court costs, fees of consultants, and reasonable attorney fees.

#### **K. Force Majeure**

No party will be deemed to have breached this Agreement if it fails to perform because of a cause beyond the reasonable direct control of that party, and without fault or negligence of that party. Examples of causes beyond the reasonable direct control of a party include, without limitation, any failure or interruption of any electronic communication system between you and Pinnacle Bank, equipment or software failure or malfunction, electrical, computer, or mechanical failure or malfunction, action or inaction of government, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, riot, theft, earthquake, natural disaster, default of common carriers or third party vendors, and suspension in payments by another financial institution.



## ADDENDUM

### TRANSFERNOW TERMS OF SERVICE

#### A. General Terms

This TransferNow Terms of Service (hereinafter "Agreement") is a contract between you and Pinnacle Bank Texas (hereinafter "we" or "us") in connection with the TransferNow service (the "Service") offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

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 the Additional TransferNow Terms that follow the General Terms, as applicable.

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.

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.

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.

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.

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

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:

1. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
2. Payments that violate any law, statute, ordinance or regulation; and
3. Payments that violate the Acceptable Use terms below; and
4. 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

5. 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
6. 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
7. 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 of any violations of the General Terms or the Agreement generally.

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 of any violations of the General Terms or the Agreement generally.

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.

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.

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:

1. 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;
2. 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;
3. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

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:

1. 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.

2. 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.

Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us. 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.

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.

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.

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 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.

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.

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.

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.

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.

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 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.

Definitions.

1. "ACH Network" means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.
2. "Affiliates" are companies related by common ownership or control.

3. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are
4. "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.
5. "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.
6. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
7. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

**B. Additional TransferNow Terms:**

1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these Additional TransferNow Terms. The TransferNow service (for purposes of these Additional TransferNow 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 the Service Fees and Additional Charges section set out below; 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 the Service Fees and Additional Charges section set out below. 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:
  - i. 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;

- ii. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  - iii. The transfer is refused as described in the Refused Transfers section below;
  - iv. 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
  - v. 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. The section entitled "Payment Methods and Amounts" (set forth in the General Terms above) 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. 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. The General Terms section entitled "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; The General Terms section entitled "Failed Or Returned Payment Instructions" 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 the "Definitions" section 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 the "Definitions" section of the General Terms that you provide to the Service for a transfer of funds.