i3 Bank Business Deposit Account Agreement

Last updated: May 12, 2026

This i3 Bank Business Deposit Account Agreement, together with the Business Deposit Account Agreement Disclosures ("Disclosures"), constitutes the "Agreement" that governs your demand deposit account ("Account") with i3 Bank (the "Bank") established in connection with the Program specified in the Disclosures. The Bank is a member of the Federal Deposit Insurance Corporation ("FDIC") chartered under the laws of the State of Nebraska. The Program Partner, as defined in the Disclosures, is the company responsible for assisting the Bank with the administration of your Account on behalf of the Bank.

Read this Agreement carefully and retain it for your future reference. By opening and continuing to hold an Account with us, you agree to be bound by this Agreement, including any updates (see Section 8.6). This Agreement becomes effective when you open or use an Account or allow it to be used or, if this Agreement is provided to you to replace a previous agreement governing your Account, as set forth in Section 8. You do not need to sign this Agreement.

You agree to be responsible for all uses of your Account(s). The agreement you make with us, and the rights and obligations we both have, are governed by and will be interpreted according to Nebraska and federal law. This Agreement also refers to and includes other disclosures we may provide to you, including, but not limited to, the Disclosures. This Agreement, together with the Disclosures and any other amendments or agreements related to the Account that you may receive from us or Program Partner, establishes our and your rights and obligations with respect to the Account.

When you see the words "we," "us," or "our" in this Agreement, it refers to Bank and any of Bank's affiliates, successors, or assignees. When you see the words "you" or "your," it refers to the sole proprietorship, corporation, unincorporated association, limited liability company, limited liability partnership, or partnership ("Business Entity") who opens an Account and in whose name an Account is maintained on our records, any Authorized User, and any other authorized agent. When you see the word "person," it includes both natural persons and legal entities. When you see references to an Account (including the use of or authorization to use an Account), it includes the Account, Account number, and any associated debit card, debit card number, and debit card person identification number ("PIN").

IMPORTANT NOTE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTIONS AND YOUR RIGHT TO A JURY. THE TERMS OF ARBITRATION AND THE WAIVER APPEAR IN THE SECTION OF THIS AGREEMENT TITLED "ARBITRATION AND WAIVERS" BELOW.

1 Account Overview

1.1 How to Contact Us

You may contact us with any questions or concerns regarding your Account, including to access your statements and transaction history, by following the instructions set forth in the Disclosures. Most communication between you and us will be handled by the Program Partner. Please refer to the "How to

Contact Us" section of the Disclosures to find the specific contact information related to this Program Partner and other matters related to your Account.

For questions or concerns about the sweep program, please contact us at operations@i3.bank.

To opt out of mandatory arbitration, please contact us at operations@i3.bank.

1.2 Account Types and Eligibility

The Account is a non-consumer demand deposit account used to hold your business deposits and make certain types of payments and transfers.

To open an Account, you must be a Business Entity established or incorporated in the United States. The Disclosures may contain additional eligibility requirements that may be applicable to the Program.

This Account may only be used for business purposes and cannot be used for any personal, family, or household purposes.

We may set such eligibility criteria or decline to open an Account for any reason permitted by law in our sole discretion. We are not liable for any liabilities, costs, expenses (including reasonable fees and expenses for attorneys, experts and consultants, reasonable out-of-pocket costs, interest and penalties), settlements, fines, fees, penalties, equitable relief, judgments, and damages ("Losses") resulting from refusal of an Account relationship. We may also limit the number of Accounts that you have in our sole discretion. Your Account is subject to security and fraud prevention restrictions at any time, with or without notice.

1.3 FDIC Insurance

When we receive the funds that you deposit to your Account, the funds will be held and accounted for so as to be eligible for FDIC insurance, subject to applicable limitations and restrictions of such insurance. Bank may place your deposits with program banks as part of Bank's deposit sweep program. Your deposits qualify for up to a maximum of $3,000,000 in FDIC insurance coverage when placed at program banks in Bank's deposit sweep program. Your deposits at each program bank become eligible for FDIC insurance up to $250,000, inclusive of any other deposits you may already hold at that bank in the same ownership capacity. You can access the terms and conditions of the sweep program at https://i3.bank/sweepdisclosure/ and a list of program banks at https://i3.bank/programbanks/. Please contact us as set forth in Section 1.1 with questions on the deposit sweep program.

1.4 Online or Mobile Access To Your Account

When you open an Account, you may also have enrolled in an online business banking service and/or mobile application (collectively, "Online Banking Application") made available by Program Partner that you can use to access your Account, view information about your Account, and conduct certain transactions. You may also be given access to various features through the Online Banking Application separate from your Account. If you cancel your enrollment in the Online Banking Application at any time, we may close your Account as detailed below.

Unless otherwise specified in this Agreement, the Online Banking Application and its features are governed by Program Partner's additional terms of service and other agreements, as well as Program Partner's privacy policy, which may be provided to you separately or made available through Program Partner's website or mobile application. Please review these documents carefully because by using the Online Banking Application, you agree to be bound by them. The Online Banking Application is not provided or controlled by Bank or this Agreement.

1.5 Paperless Account

To open an Account, you must agree to go "paperless." This means that you must (a) provide us with and continue to maintain a valid email address and (b) accept electronic delivery of all communications that we need or decide to send you in connection with your Account by agreeing to the ESIGN Consent Document provided in the "Paperless Account" section of the Disclosures.

1.6 Authorized Users

You may be given the ability to designate individuals ("Authorized Users") who you authorize to access your Account and/or conduct transactions through your Account. If so, you are responsible for determining the scope of rights and capabilities that the Authorized User will have with respect to your Account and to establish appropriate controls to ensure the Authorized User's activities remain within the authorized scope. If you permit another person to have access to your Account number, debit card number, PIN, Online Banking credentials (including passwords), or other Account information, we will treat this as if you have authorized such person to Access your account, and you will be liable for all transactions and fees incurred by such person, even if they exceed the authorization granted.

By adding an Authorized User, you understand that any transaction authorization, instruction, or any other action concerning your Account that your Authorized User engages in will be deemed authorized by you and valid, even if it exceeds the authorization you granted, and we are under no obligation to investigate the authorization, instruction, or activity. You agree that you are responsible for all authorized transactions initiated and fees incurred by use of any of your Account. Transactions will be considered unauthorized only after you notify us that the person is no longer authorized to use the Account as described below. To the fullest extent permitted by applicable law, you hereby waive demand, presentment, protest, notice of protest or dishonor, and all other notices relating to any instrument made, drawn, or endorsed in your name, when such instrument is signed, accepted, or endorsed by an Authorized User, and agree that you will not hold us liable for acting upon any such authorization, instruction, or activity.

We reserve the right to terminate any Authorized User's access to the Account for any reason and without advance notice.

We may ask you to provide additional documentation evidencing an Authorized User's authority to take actions with respect to the Account, such as certified copies of resolutions from your board of directors or other governing body, and you agree to provide such information promptly upon request.

You must notify us immediately of any change in the status of any Authorized User. We will continue to treat all actions taken by an Authorized User as authorized by you until you revoke the Authorized User's access to your Account by notifying us using the contact information in The "How to Contact Us" section

of the Disclosures. Until we have been properly notified in writing of any change in such authorization and we have had a reasonable period of time to act upon such notice, we may pay, apply, or otherwise honor and charge your Account, without inquiry, without limit as to amount, and without regard to the application of the proceeds thereof all orders for payment or transfer of money for whatever purpose. No action taken by us before we receive proper notification in writing of any such change and have had a reasonable period of time to act upon such notice will be affected by any such notice.

1.7 How To Open an Account

You may open an Account by following the instructions in the "How To Open an Account" section of the Disclosures.

Each person completing the Account opening process or any Account opening requirements represents and warrants that he, she, or they:

- Has received a copy of this Agreement and agrees to be bound by and comply with it.
- Is/are authorized to execute all documents or otherwise complete our requirements in his, her, or their stated capacity;
- Has/have furnished all documents or other information necessary to demonstrate that authority;
- Will furnish other documents and complete other requirements as we may request of him, her, or them;
- Certifies that, to the best of his, her, or their knowledge, all information provided to us, including information concerning beneficial owners, is complete and correct; and
- Has/have read this Agreement and agree to be bound by and comply with its terms.

We may refuse to recognize any document affecting the Account that appears to us to be incomplete, improperly executed, or fraudulent.

Important information about procedures for opening a new Account: To help the government fight the funding of terrorism and money laundering, federal law requires all financial institutions to obtain, verify and record information identifying each person who opens an Account, or establishes a customer relationship with us. This means that when you open an Account, we will ask for information that allows us to identify you, including your name, legal address, Social Security Number or Tax Identification Number, date of birth, and other information that will allow us to identify you. We also may ask to see your driver's license or other identifying documents for your business, account owners, and your officers, directors, beneficial owners, controlling shareholders, and others. You agree to provide such

documents promptly upon request and that you may not be permitted to open an Account if you do not provide such documentation.

We may also ask for additional information and documents to help us verify your identity after an Account has been opened for you. You agree to provide any such information or documents promptly upon request and that we may close your Account if you fail to do so.

1.8 Minimum Deposits and Balances

Your Account may have minimum opening deposits or ongoing minimum balances that you must maintain. Please refer to the "Minimum Deposits and Balances" section of the Disclosures to find the minimum deposits and balances that may be applicable to your Account.

1.9 Interest Disclosures

Your Account may be interest-bearing. Please refer to the "Interest Disclosures" section of the Disclosures for the interest rate disclosures applicable to your Account.

1.10 Authorized Agents

"Authorized agents" include Authorized Users and any person who has signed a signature card; is authorized by this Agreement, any resolution, or otherwise to access or use the Account; or has been authorized or permitted by you or by another authorized agent to provide information or documents to us in connection with the Account or otherwise to act on your behalf in dealing with us.

You agree that your authorized agents are bound by this agreement to the same extent as you and any Authorized User and that you will use reasonable efforts to ensure that all authorized agents comply fully with this agreement. You also agree that we may, at our discretion, request information and documentation concerning any authorized agent to verify their identity before we permit them to access your Account.

You further agree that we may honor and rely upon the instructions or the execution, delivery and/or negotiation of any check, substitute check, draft, withdrawal order, instruction or similar instrument (collectively, "items") and any document provided by any of your authorized agents, regardless of the necessity or reasonableness of such action, the circumstances of any transactions affected by such action, the amount of the transaction, the source or disposition of any proceeds, and regardless of whether the relevant items or documents result in payment to the authorized agent or an individual obligation of the authorized agent or anyone else.

You will not deny the authenticity, validity, binding effect and authorization of any action we take in reliance upon the instructions, items or documents provided by an authorized agent unless you have previously revoked such person's authority to access or use your Account by notifying us as specified in the Disclosures and we have confirmed our acceptance of your notice.

1.11 Power of Attorney and Attorneys-In-Fact

If you are an unincorporated sole proprietor, we may allow you to give another person (known as an "attorney-in-fact") power of attorney to act on your behalf for your Account. You must obtain written approval from us before we will honor any power of attorney. Email us at the email address specified in the Disclosures for approval if you plan to create a power of attorney. Please be aware that we require a reasonable amount of time to review your request. If approved, we will honor orders and instructions from your attorney-in-fact until (a) we receive a written revocation from you; (b) we are notified that you or your attorney-in-fact have died or become incapacitated; or (c) we terminate our acceptance of the power of attorney. We may terminate our acceptance at any time, for any reason and without notice to you, and you will not hold us liable for any Losses (as defined in Section 1.2) that may result from such action.

1.12 Death or Incapacitation

You agree that if we receive notification or if we have reason to believe that you have died or become legally incapacitated, we may place a hold on your Account and refuse all transactions until we know and have verified the identity of your heir, devisee, or successor. Until we receive notice and any required proof of death or incapacitation, we may continue to accept deposits and process transactions to your Account. Your estate will be responsible for repaying us for any tax liability resulting from payment of your account balance to your estate. You will hold us harmless for any actions we take based on our reasonable belief that you have died or become incapacitated. If certain payments originating from government entities are deposited into your Account after your death, we may be required to return those payments to the originator upon notice from the government entity.

1.13 Our Relationship With You

By opening an Account, we are establishing an Account relationship with you and committing to act in good faith and to exercise ordinary care in our dealings with you as defined by the Uniform Commercial Code as adopted by the State of Nebraska. This Agreement and the Account relationship do not create a fiduciary relationship or any other special relationship between you and us.

1.14 Third-Party Service Providers

We work with one or more third-party service providers, including Unit Finance Inc. ("Unit") and Program Partner, in connection with your Account. You acknowledge that we, in our sole discretion, may use third-party service providers to fulfill any of our obligations under this Agreement, including by performing functions that you have otherwise authorized us to perform, such as processing transactions, handling account operations including account set-up, transaction monitoring, and customer support, and providing technological connection to Program Partner and Bank. Each of these third-party service providers may in turn use their own third-party service providers.

1.15 Confidentiality and Our Privacy Policy

Information about your Account and your transactions is collected by us, Program Partner, and our service providers, including Unit. To the extent this information relates to a particular individual, this

information is used and disclosed by the Party that collected the information according to its published privacy policy, available at https://i3.bank/privacy-policy/ (for Bank), https://www.unit.co/privacy-policy (for Unit), and the Program Partner's privacy policy, available at the "Confidentiality and Our Privacy Policy" section of the Disclosures.

1.16 Cell Phone, Text, and Other Communications

By providing us with cellular phone or other wireless device number(s), you are expressly consenting to receiving communications at the number(s) – including but not limited to prerecorded or artificial voice message calls, text messages, app notifications and calls made by an auto-dialer – from us and our affiliates, service providers, and agents (including Unit and Program Partner). This consent applies to all telephone numbers that you provide us now or in the future. The telephone or mobile service provider may charge for these calls or messages. We are not liable for delayed or undelivered messages.

You agree that we may record or monitor any communications for quality control or training purposes.

1.17 Our Business Days

Our business days are Monday through Friday, excluding federal holidays and Nebraska banking holidays.

1.16 Account Owner Representations and Warranties

By requesting, maintain, or using an Account you represent and warrant to us that:

- You have received a copy of this Agreement and agree to be bound by it.
- You understand that this Agreement is subject to change, including in accordance with applicable law.
- You are duly organized, validly existing, and in good standing under the laws of the state in the United States of your formation.
- You are duly qualified and in good standing to do business in all jurisdictions where you conduct your business.
- You have all necessary organizational power and authority to establish the Account, enter into this Agreement, and perform all of the obligations to be performed by you under this Agreement.
- The personal and business information that you provide to us in connection with the Account is and will be true, correct, and complete.

- The individual accepting and agreeing to this Agreement for you has the requisite corporate authority to accept and agree to this Agreement on your behalf.

2 Your Account Responsibilities

We strive to keep your Account secure and provide you with tools and services to help you manage your Account. However, there are certain things you should do to protect your Account and your funds.

2.1 Notify Us If Your Information Changes

You must notify us immediately if there is a change to your business or trade name, the names of any individual or Authorized User with access to your Account, telephone number, legal address, email address or any other information you have provided us so that we can continue to service your Account and provide you with statements and important notices concerning your Account. We are not liable for any Losses resulting from your failure to notify us of any change to such information.

2.2 Keep Track of Your Transactions and Available Balance

It is important that you keep track of your transactions and the funds in your Account that are available for you to use ("Available Balance") by reviewing your transaction history. It is also important to understand that your Available Balance may not reflect transactions you have authorized that have not yet been presented to us for payment.

You are also responsible for reviewing your Account statements as they are made available to you for errors or unauthorized activity. If you identify an error or unauthorized activity, you must notify us promptly. Please refer to the applicable sections below for information concerning applicable deadlines for notifying us if you believe there are errors or unauthorized activity affecting your Account.

2.3 Protect Your Account Information

It is important that you protect your Account information to prevent unauthorized transactions and fraud. Keep your Account number, debit card, debit card number, personal identification number ("PIN"), checks, and statements secure at all times, and be careful about who you share this information with. If Program Partner provides you with access to the Online Banking Application, make sure to also keep your computer/mobile device and all login credentials and security codes secure at all times and avoid accessing the Online Banking Application when others can see your screen.

If any of the above items are lost, stolen, or compromised, notify us immediately to keep your losses to a minimum. Please refer below for information and applicable deadlines for notifying us of losses or theft.

3 General Rules Governing Your Account

You understand and agree that any payment instruction or activity performed using any Online Banking Application made available by Program Partner will be deemed authorized by you and valid and we are

under no obligation to investigate the instruction or activity. Use of the Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions.

3.1 Deposits Into Your Account

You may make deposits into your Account using any of the methods described in the "Deposits Into Your Account" section of the Disclosures. We do not charge you any fees for making deposits.

You understand and agree that to initiate deposits via direct payments/ACH debit, you must comply with the ACH Origination Service security procedures described below.

We do not accept (i) cash deposits in person or by mail at any Bank branches or offices, (ii) paper check deposits, or (iii) foreign currency deposits: We are not liable for deposits of any kind that you mail to us, including if it is lost in transit, lost in the mail, or otherwise not received by us or returned to you.

- **Cash:** If you mail us a cash deposit, we will send the cash back to you.

- **Paper Checks:** If you mail a paper check to us, including personal or business checks, money orders or cashier's checks, we may apply the check to any negative balance you have on your Account or send the check back to you.

- **Foreign Currency:** If you send us any deposit in a foreign currency, including in the form of cash or check, we will send it back to you.

We will send all items back to the address we have for you. We are not liable if you do not receive the items.

You may only deposit with us funds that are immediately available, which under applicable law are irreversible and are not subject to any lien, claim or encumbrance.

For more information about deposits and when funds from a deposit will be made available to you, please refer to Sections 3.2 and 3.8 below.

3.2 Our Funds Availability Policy

It is our policy to make deposits to your Account available for withdrawal according to the table below, except where limited by us pursuant to Section 3.8 below. Please refer to the "Our Funds Availability Policy" section of the Disclosures to see the deposits that are applicable to your Account.

If you make a deposit before our cut-off time (as set forth in the table below) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off time or on a day we are not open, we will consider the deposit to be made on the next business day that we are open.

If you make or receive a deposit via…	The cut-off time is…	And those funds are available…

Internal transfers between eligible Accounts managed by the Program (see Section 3.6)	N/A	Immediately
Direct Deposits and other ACH transfers initiated by a third party	3:00 PM ET	Same business day
Domestic wire	6:00 PM ET	Same business day
Cash deposit at in-network ATM	3:00 PM ET	Next business day
Checks (via the Check Deposit Services)	5:00 PM ET	Within five (5) business days
Cash Deposits via Allpoint	N/A	Same business day

The availability of funds transferred to your Account from a connected bank account held by another financial institution follows different rules. Please refer to the section titled "Transfers To or From Connected U.S. Bank Accounts" below for more information on connected accounts.

In addition, the availability of any funds credited to your Account as a result of transactions initiated via the ACH Origination Service also follow different rules. Please refer to the section titled "ACH Origination Service" below for more information on funds availability for ACH Origination Service transactions.

3.3 Cash Deposits via Allpoint

You may be able to make a deposit to your Account with cash at participating Allpoint retailers if this service is enabled for the Program. Please refer to the "Our Funds Availability Policy" section of the Disclosures for more information as to whether this service is available to you. All deposits using the Allpoint service are processed as electronic fund transfers, as opposed to cash deposits. Funds are typically made available within minutes after deposit. We, the Program Partner or Allpoint may impose limits on the amount and frequency of deposits. Retailers may also impose their own limits or fees. Participating retail locations can be found at https://www.allpointnetwork.com/.

3.4 ACH Credit Transactions and UCC Article 4A

Credit given by us with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you acknowledge and agree that we are entitled to a refund of the amount credited to you in connection with the ACH credit entry, and the party making payment to you via such entry will not be deemed to have paid you in the amount of such entry.

Under the operating rules (the "Rules") of the National Automated Clearing House Association ("NACHA"), which are applicable to ACH transactions involving your Account, we are not required to give next day notice to you of receipt of an ACH item and will not do so. However, we will continue to notify you of the receipt of ACH items through your Account statements.

We may accept on your behalf payments to your Account which have been transmitted through one or more automated clearinghouses, which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments will be construed in accordance with and governed by the laws of the State of Nebraska, unless otherwise specified in a separate agreement that the law of some other state will govern.

3.5 Problems that Could Occur With Deposits

If a deposit or transfer to your Account is returned or rejected by the paying financial institution for any reason, or if there is an error or mistake involving a deposit or transfer, we may deduct the amount of the deposit, transfer, or error without prior notice to you. If there are insufficient funds in your Account at the time, your Account may become overdrawn. Please refer to the section below concerning overdrafts for more information.

3.6 Transfers To or From Accounts You Have With Us

If you hold multiple accounts with us that are managed by the same Program, we may permit you to transfer funds from one Account in your name to another account in your name (an "internal transfer"). The Program may impose limits on such transfers. Please refer to the "Deposits Into Your Account" and "Withdrawals From Your Account" sections of the Disclosures for any limits that apply to your Account.

3.7 Withdrawals From Your Account

You may withdraw funds up to the amount of your Available Balance less applicable fees using any of the following methods and subject to the limits described in the "Withdrawals From Your Account" section of the Disclosures.

Before permitting a withdrawal or other transaction, we may request that you provide us with additional information or documentation that we deem necessary to confirm your identity or to prevent illegal activity. We may refuse the transaction if we cannot confirm your identity or suspect illegal activity, as further discussed below.

3.8 Transfers To or From Connected U.S. Bank Accounts

You may be provided with the ability to link another U.S. bank account you have with another financial institution ("connected bank account") to your Account with us to make inbound and/or outbound ACH transfers between the connected bank account and your Account through the Online Banking Application. An "inbound transfer" moves funds into your Account from a connected bank account. An "outbound transfer" moves funds from your Account to a connected bank account. We will facilitate transfers to a connected bank account separate and apart from any access we provide you to the ACH Origination Service (see below).

For inbound transfers you initiate through the Online Banking Application, we will debit your connected bank account and credit your Account with us on the next business day after you initiate the transfer. The funds you transfer to your Account will typically be made available to you by the fifth (5^{th}) business day after the business day that we debited your Account.

For outbound transfers, we will debit your Account with us and request the financial institution that holds your connected bank account to credit your connected bank account no later than the next business day after you initiate the transfer. The financial institution that holds your connected bank account determines when those funds will be made available to you in your connected bank account.

The cut-off time for both inbound and outbound transfers is 3:00 PM ET. Transfer requests that you make on a business day before the cut-off time will be considered initiated on that day. Transfer requests that you make after the cut-off time, or on a day that is not a business day, will be considered initiated the following business day that we are open.

There are limits to the dollar amount of both inbound and outbound transfers you can make. Please see the "Withdrawals From Your Account" and "Deposits Into Your Account" sections of the Disclosures for the withdrawal and deposit limits applicable to your Account.

You agree that you will only attempt to connect a bank account for which you have the authority to transfer funds. You may only link a bank account that is a deposit account, such as a checking, savings, or money market account.

3.9 Checks Drawn Against Your Account

You may be given the ability to write checks drawn against your Account. Please refer to Section 6.3 for information concerning check writing and obtaining checks for your Account.

3.10 No Illegal Activity, Internet Gambling and Right to Refuse Transactions

You must not use your Account for any illegal purposes or, regardless of whether it is legal or illegal, for online gambling of any sort, including any betting transaction, purchase of lottery tickets, casino chips, or off-track betting and wagering. We may deny any transaction or refuse to accept any deposit that we believe is related to illegal activity, online gambling, or for any other reason at our discretion. However, in the event that a charge or transaction described in this section is approved and processed, you will still be liable for the charges.

3.11 Funds Transfer Services

Funds transfers to or from your Account will be governed by the rules of the funds transfer system(s) through which the transfers are made ("system rules"), including Fedwire, NACHA, the Clearing House Interbank Payments System ("CHIPS"), and the Society for Worldwide Interbank Financial Telecommunication ("SWIFT"), as applicable based on the type of funds transfer. We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our contravention of applicable law, including requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the Financial Crimes Enforcement Network ("FinCEN"). For additional information on electronic fund transfers generally, see below. For additional information specifically on (a) ACH transactions specifically, (b) check deposits and mobile deposit services, and (c) wire transfers, see the relevant titled sections below.

If your Account receives incoming ACH transactions (either credits or debits) or wire transfers initiated from within or outside of the United States, both you and we are subject to the Operating Rules and Guidelines of NACHA or the rules of any wire transfer system involved, and the laws enforced by OFAC.

We reserve the right to temporarily suspend, block or reject the processing of any transaction, to freeze or block certain funds or the full balance of any Account, account owner, account beneficiary, or Authorized User (each, a "Restricted Person"), in each case to the extent we deem reasonably necessary to comply with any notice, order, regulation, rule, requirement or restriction issued or promulgated by OFAC (collectively, the "OFAC Rules"). To comply with OFAC Rules, we may temporarily suspend processing of a transaction or the availability of a balance for greater scrutiny or verification, which may result in delayed settlement, posting and/or availability of funds. If we determine there is a violation or potential violation of the OFAC Rules, or if we cannot satisfactorily resolve a suspected or potential violation, we may reject such transaction or freeze or block the subject funds or full balance of any Account or Restricted Person. If we block the subject funds and you believe you have adequate grounds to seek the return of any blocked funds, it is your sole responsibility to pursue the matter with the appropriate governmental authorities. Please see the OFAC website for the procedures and form required to seek a release of blocked funds.

You agree to observe (and ensure all Authorized Users observe) all anti-money laundering and exchange control laws and regulations, including economic and trade sanctions promulgated by OFAC, in relation to any funds transfer, and to use all reasonable efforts to assist us to do likewise. You warrant that the information given to us by you and your Authorized Users is accurate. We may disclose any information given to us that we in our sole discretion think necessary or desirable to disclose to combat, prevent, or investigate issues arising under anti-money laundering laws, economic sanctions, or criminal law in accordance with applicable law and, if applicable, our privacy policy.

Sometimes legal, regulatory, or governmental authorities require additional information, either in respect of individuals, entities, or particular transactions. You warrant that you will promptly supply all such information, which any such authority may require, and/or which we may be required to supply, in relation to the individual, entity, or particular transaction.

If you, or any Authorized User, breaches any such laws or regulations, you irrevocably agree that we may retain any monies or funds transmitted to us pursuant to this Agreement and/or not fulfill any funds transfer request if we are required to take or refrain from such action by any legal, regulatory, or governmental authority or if we reasonably believe that such action may violate any laws or regulations, and such monies will not bear interest against us. You further agree that we may pay such monies to the appropriate legal, regulatory, or governmental authority, when required by law or regulation.

3.12 How We Post Transactions To Your Account and Determine Your Available Balance

3.12.1 Posting Overview

To understand how we post transactions to your Account, it is important to first understand the difference between your Available Balance and your ledger balance. Your Available Balance is the amount of money you have in your Account at any given time that is available for you to use. Your ledger balance is the balance in your Account at the beginning of the day after we have posted all transactions to your Account from the day before. We use your Available Balance to authorize your transactions throughout the day and determine whether you have sufficient funds to pay your transactions. Here are some additional terms that are helpful to understand:

- Credit and debit – A credit increases your balance and a debit decreases your balance.

- Post or posted – Transactions that are paid from or deposited to your Account. Posted transactions will either increase or decrease both your Available Balance and your ledger balance.

- Pending – Transactions that we receive notice of and are scheduled to post to or be debited from your Account. Pending debit transactions affect your Available Balance, but not your ledger balance. Pending deposit transactions do not affect your Available Balance or your ledger balance.

- Card authorization and settlement – When you use a debit card to make a purchase, the transaction occurs in two steps: card authorization and settlement. Card authorizations reduce your Available Balance, but not your ledger balance. Settlement reduces both your Available Balance and your ledger balance. Card authorizations are removed when settlement occurs or after a certain number of days have passed, whichever is sooner. See below for more information about card authorizations and settlement.

3.12.2 Posting Order

For all transactions other than checks, we receive the transactions throughout the day and post them to your Account as they are received and in the order that they are received. Note that for debit card transactions, we consider the transaction received when we settle the transaction with the merchant, which may occur several days after you authorize the transaction. See below for additional information concerning how debit card transactions are processed.

For checks, all checks we receive during the day are posted to your Account during overnight processing prior to the start of the next business day, unless the check cannot be processed through automated check processing. If a check cannot be processed through automated check processing, it will be posted to your Account on the second business day. We post checks to your Account from the smallest dollar amount to the largest dollar amount regardless of the order in which we received the checks.

We may change the order in which we post transactions to your Account upon reasonable prior notice to you and in compliance with applicable law. It is therefore important for you to keep track of the deposits you make and the transactions you authorize to make sure there are sufficient funds in your Account to cover all transactions and any applicable fees.

3.12.3 Determining Your Ledger Balance and Available Balance

Your Account's ledger balance is the current balance of cleared and settled funds in your Account at the beginning of each business day. Your Account's Available Balance is the ledger balance reduced by debits we receive throughout the day and increased by credits we make available to you. Specifically, to determine your Available Balance, we start with your ledger balance at the beginning of the business day, add any pending credits or deposits that we make available to you, and subtract any card

authorizations and pending debits, other than checks drawn on your Account. All transactions other than checks drawn on your Account are debited or credited from your Available Balance in the order received. Checks drawn on your Account that we receive throughout the day may not reduce your Available Balance but will be reflected in your ledger balance at the start of the next business day (or the second business day, for checks that cannot be processed through automated check processing).

Your balance is accessible through the Online Banking Application or as otherwise indicated herein. Keep in mind that your Available Balance may not reflect every transaction you have initiated or previously authorized. For example, your Available Balance will not include checks drawn on your Account or transactions you have authorized that we have not received.

3.12.4 Debit Card Authorizations

If you are issued a debit card with your Account, you will be able to use your card to pay for goods or services or to conduct other transactions with a merchant. When you engage in a transaction with a merchant using your debit card, the merchant will request preauthorization ("card authorization") for the transaction. If there are sufficient available funds in your Account, we will approve the request and reduce your Available Balance for as long as the card authorization remains on your Account.

Your Available Balance will generally be reduced by the amount of the card authorization. If you use your card at a restaurant, your Available Balance may be reduced by the amount of the card authorization plus up to an additional twenty percent (20%) of that amount, to account for potential tipping.

The card authorization will remain on your Account until we settle the transaction with the merchant ("settlement"). In most cases, the card authorization will automatically be removed after three (3) days even if settlement has not yet occurred. However, for certain merchants such as hotels and rental car companies, it may take up to thirty (30) days for the card authorization to be removed.

It is important to understand that the merchant controls the timing of card authorizations and the timing and amount of settlement. A merchant may request settlement after the card authorization has been removed from your Account. This means that if you use the funds in your Account after the card authorization has been removed and the merchant later requests settlement, your Account may become overdrawn. Similarly, if a merchant requests settlement for an amount that is larger than the card authorization (for example, if you tip more than 20% or have gas, hotel, or rental car charges that exceed the authorization amount), your Account may become overdrawn. Therefore, it is important that you keep track of your transactions and your balance. Once we have approved a card authorization, we cannot stop the transaction and you will be responsible for repaying any negative balance that may occur.

3.13 Statements

Statements will periodically be provided to you through the Online Banking Application if your Account is not inactive. You will receive a statement monthly as long as you have transactions on your Account during the statement period. If there were no transactions on your Account, we will provide you with statements on a quarterly basis. You will not receive paper statements.

3.14 Errors On Your Account and Limitations of Liability

The Account is a commercial Account. You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of the Account. This means your liability for unauthorized use of your Account could be greater than the liability in a consumer transaction. You agree to undertake the additional risk and greater measure of liability associated with the use of business Accounts as described in this Agreement, your Business VISA or Mastercard Debit Cardholder Agreement (if applicable), and any other applicable agreements. You are liable for transactions you do not authorize if we can prove that we processed the transaction in good faith and in compliance with commercially reasonable security procedures to which we both agreed, unless otherwise required by law.

In addition, and without limiting any other term of this Agreement or any other agreement between us, you are fully liable for all transactions involving your Account if: (a) you give Account information to another person, including any person who you expressly or implicitly authorize to use the Account, and that person exceeds the authority granted or that person continues to conduct transactions after you have terminated authority, except as otherwise expressly provided in this Agreement; (b) you fail to safeguard your Account information as required by this Agreement or you violate any other term of this Agreement; (c) the transaction is conducted by a person who has an ownership interest in your company or entity, by an Authorized User, or a person authorized by any of the foregoing or by any other person who has an interest in the Account, who has authority to conduct transactions on the Account, or who is an employee of yours; or (d) our investigation reveals that the facts do not reasonably support a claim of unauthorized use.

You should carefully review your statements and promptly report to us any errors or unauthorized activity by email at the address indicated in the "How to Contact Us" section of the Disclosures. You MUST report errors and unauthorized activity within thirty (30) days after we make the statement available to you. Unless otherwise specified in this Agreement or required by law, if you do not provide us with timely notice of an error or unauthorized activity, we will deem our records concerning your Account and all cards to be correct and we will not be liable to you for any Loss you suffer relating to the error or unauthorized activity. You further agree that we may debit or credit your Account at any time and without notice to you to correct an error or address unauthorized activity.

Please refer to the relevant section below for additional information concerning errors and unauthorized transactions involving electronic fund transfers and related limitations of liability.

3.15 Overdrafts, Nonsufficient Funds and Negative Balances

An overdraft occurs when you do not have enough money in your Account to cover a transaction, but we pay it anyway. If the Available Balance in your Account is not sufficient to cover any transaction you have authorized, we may choose to pay the transaction resulting in a negative balance on your Account ("Overdraft Transaction"), return the transaction, or refuse to process the transaction. Overdraft Transactions may not be available in connection with the Program. Please refer to the "Overdraft Services" section of the Disclosures for information specific to your Account.

3.16 Closing Your Account and Account Suspensions

You can close your Account at any time and for any reason by contacting us as set forth in the "How to Contact Us" section of the Disclosures. We reserve the right to refuse your request if you have a negative balance on your Account. We recommend that you transfer or withdraw any funds you may have in the Account prior to submitting a request to close the Account to avoid delays in receiving your funds.

We may also suspend or close your Account, or suspend or disable any service or feature of your Account, at our discretion with or without notice. This includes if we believe you are using your Account for fraudulent or illegal purposes; in violation of law or regulation, this Agreement, or any other agreement you may have with us or our third-party service providers; if multiple transactions are returned on your Account; or if you otherwise present undue risk to us or our third-party service providers.

Accounts with a zero balance will continue to be charged applicable fees until you request to close your Account. We may close an Account with a zero balance on the fee period ending date or at month end without prior notification to you. Once an Account is closed (either by you or us), no fees will be assessed on the Account.

We may also close your Account if you have not made any deposits or withdrawals from your Account in over twelve (12) months. In addition, canceling your enrollment in the Online Banking Application with Program Partner will result in our closure of the Account.

If your Account is closed with a balance greater than $1.00, we will return any funds you may have in the Account, minus any outstanding fees, to you by paper check to the address we have on file. We may return any funds you have in the Account, minus any outstanding fees, by ACH transfer to another bank account only if you authorize us to return such funds via ACH transfer prior to Account closure. We reserve the right not to return the funds to you if the balance in your Account is $1.00 or less.

We are not responsible to you for any damages you may suffer as a result of the closure or suspension of your Account.

The closure of your Account or termination of this Agreement does not impact any right or obligation that arose prior to closure or termination, or any right or obligation that, by its nature, should survive termination (including all indemnifications obligation by you, our limitations of liability, and all terms governing arbitration).

3.17 Dormancy, Inactivity and Unclaimed Property

State law and our policy govern when your Account is considered dormant. Your Account is usually considered dormant if you have not accessed your Account, communicated to us about your Account or otherwise shown an interest in your Account within the period of time specified under applicable law. Each state has varying laws as to when an account becomes dormant, and we may be required to send the balance in your Account if it becomes dormant to the state of your last known address. We will make reasonable efforts to contact you if required by applicable law before transferring the remaining balance of your Account to the applicable state. After we surrender the funds to the state, you must apply to the appropriate state agency to reclaim your funds. You can avoid the surrender of your funds by simply

conducting transactions, contacting us about your Account as set forth in the "How to Contact Us" section of the Disclosures, or replying to any abandoned property notices we may provide to you.

We may also place your Account in an inactive status if you have not had any transactions, contacted us about your Account, or replied to any notices we may provide to you for at least six (6) months. If your Account becomes inactive, you may not receive statements or be able to conduct certain transactions. Inactive Accounts must be reactivated. Contact us as set forth in The "How to Contact Us" section of the Disclosures to reactivate your Account.

3.18 Account Fees and Fee Schedule

There may be fees associated with your Account. Please refer to the "Fee Schedule" section of the Disclosures for the fees applicable to your Account.

You agree to pay all fees and charges applicable to your Account. All fee amounts will be withdrawn from your Account and will be assessed regardless of whether you have sufficient funds in your Account, except where prohibited by law. Fees are subject to change at any time. We will provide you advance notice of any changes where required by law.

4 Electronic Fund Transfers

Your Account allows you to withdraw funds up to the Available Balance or make deposits through electronic fund transfers ("EFTs") subject to any applicable transaction limits on your Account. EFTs are transactions that are processed by electronic means and include, among others, ACH transfers, debit card transactions, ATM transactions, and direct deposits. This Section provides you with information and important disclosures and terms about the EFTs that are permitted on your Account. You may also receive additional services through Online Banking Application made available by Program Partner, that allow you to initiate EFTs to and from your Account that are not described in this Agreement. In the event Program Partner provides such additional services, you will be provided separate agreements and disclosures applicable to those services by Program Partner.

4.1 Types of EFTs Supported by Your Account

Depending on the features made available for your Account in connection with the Program, your Account may support the following types of EFTs:

- Direct deposits from your sources of income
- Cash deposits via Allpoint at the register of participating retailers
- Transfers between your Account and a connected bank account.
- Transfers to or from your Account by a third party, such as payments you make to a vendor or employee, or payments you receive from a customer or client.

- Purchases or other transactions using your debit card.

- ATM deposits or withdrawals using your debit card.

Please refer to the "Types of EFTs Supported by Your Account" section of the Disclosures for the EFTs available for your Account.

4.2 Limitations on EFTs

There are limitations on the frequency and dollar amount of transactions you can make to or from your Account. These limits are different for each type of transaction. For limits that apply to transactions that credit or deposit funds into your Account, please refer to the "Deposits Into Your Account" section of the Disclosures. For limits that apply to transactions that debit or withdraw from your Account, please refer to the "Withdrawals From Your Account" section of the Disclosures. These limits may change from time to time.

If you have been issued a debit card for your Account, there may also be transaction limitations that apply to your use of the card. Please refer to the Disclosures provided to you with your card for information on any limitations and other terms.

4.3 Documentation of Your Transactions

We will provide you information about each transaction that debits or credits your Account on your statements. Please refer above for information about statements. You may also be able to view your transaction history and other information through Online Banking Application made available by Program Partner. You may also contact us as set forth in The "How to Contact Us" section of the Disclosures for information concerning your Account or your transactions.

If you are provided with a debit card, you can get a receipt at the time you make a withdrawal at an ATM or a purchase at a point-of-sale terminal. However, for certain small dollar transactions you may not receive a receipt.

4.4 Preauthorized Transfers and Stop Payments

If you authorize us or another company or person to withdraw from your Account on a regular basis (such as when you sign up for "autopay" to pay a recurring bill or invoice), it is called a "Preauthorized Transfer." You may ask us to place a stop payment on Preauthorized Transfers. We may charge a fee to stop payment on Preauthorized Transfers (as outlined in the "Fee Schedule" section of the Disclosures). In addition, the person or company you are paying should notify you when the amount of a particular withdrawal will be different from the amount of the last withdrawal.

4.4.1 How to Request a Stop Payment

If you authorize a third party to take payments from your Account on a regular basis through a Preauthorized Transfer, you can place a stop payment on those payments by contacting us as set forth in

the “How to Contact Us” section of the Disclosures at least three (3) business days before the next payment is scheduled to be made. To be effective, a stop payment request must be received within this time specified, and with all of the information required below, so as to give us a reasonable opportunity to act on it.

You must provide: (a) your name, (b) your Account number, (c) the company or person taking the payments, and (d) the date and amount of the Preauthorized Transfer you wish to stop. If you want all future payments from that company or person stopped, be sure to tell us that as well. If you do not provide us with the correct information, such as the correct payee or the correct amount of the payment you wish to stop, we may not be able to stop the payment.

In the event you make your stop payment request via telephone, we may ask that you put your request in writing and email it to us within fourteen (14) days after your notification to stop such payments with the information directly above. If we request your confirmation in writing and your written stop payment notification is not received within fourteen (14) days, the payment in question will be honored as originally authorized and future payments will not be stopped.

4.4.2 Liability and Indemnification

Section 4.6 describes the limits on our liability if we fail to stop a preauthorized transfer.

It is your responsibility to ensure that all of the information supplied in your notice is correct and to promptly inform us of any inaccuracies. We are not liable for failing to stop payment if you have not given us sufficient information or if your stop payment request comes too late for us to act on it. If we stop payment, you will indemnify, defend and hold us and our officers, directors, shareholders, employees, successors, predecessors, service providers, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers (collectively, "Indemnified Parties") harmless from any and all Losses (as defined in Section 1.2) imposed on or sustained, incurred or suffered by any of the Indemnified Parties, whether actual or threatened or proven or not, in respect of any and all actions, audits, arbitrations, assertions, suits, mediations, litigations, proceedings, examinations, hearings, inquiries, investigations, charges, complaints, claims (including counter or cross-claims), or demands by whosoever asserted ("Claims"), without regard to the merit or lack thereof, arising from or related in any way to our refusal to pay the transaction on which you stopped payment. The foregoing indemnity will not apply if and to the extent expressly prohibited or restricted by the laws or regulations governing you or your Account.

4.5 Questions About Your EFTs and Reporting Errors or Unauthorized EFTs

You may contact us with questions concerning EFTs that occur on your Account, using the contact information set forth in The “How to Contact Us” section of the Disclosures.

You may also contact us as set forth in The “How to Contact Us” section of the Disclosures to report suspected errors or unauthorized EFTs. Be sure to contact us immediately if you believe that an error or unauthorized EFT has occurred or may occur concerning your Account, or if your Account, Account number, checks, debit card, PIN, or Online Banking Application login credentials have been lost, stolen,

or compromised. You must contact us no later than thirty (30) days after we sent the FIRST statement on which the error or unauthorized EFT appeared. You must provide the following information:

- Your name and Account number.
- A description of the error or the EFT you are unsure about and a clear explanation of why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

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

After receiving your notice of error or unauthorized EFT, we will investigate and provide you with the results and any corrections we make to your Account within a commercially reasonable time.

4.6 Our Liability for a Failure To Complete A Transaction, Unauthorized Transactions, or Failure to Stop a Payment

We will respond to notices of errors or unauthorized EFTs and requests to stop payments in a commercially reasonable manner and time. You agree that in no event will we be liable in an amount exceeding the lesser of five thousand dollars ($5,000) or the actual amount of your Loss. You also agree that we will not be liable for any amount of Loss that you may incur if you:

- Do not tell us about an error or unauthorized EFT within thirty (30) days after the first statement showing the error or unauthorized EFT is made available to you; or
- If you do not provide us with the information necessary to place a stop payment on a Preauthorized Transfer in a timely manner.

In addition, we are not liable for any Losses you may incur in any of the following circumstances:

- If the Available Balance in your Account is not sufficient to complete the transaction through no fault of ours;
- If the ATM you use does not have enough cash;
- If the failure is due to an equipment or system breakdown, such as a problem with the Online Banking Application made available by Program Partner that you knew about before you began a transaction;

- If the failure was caused by a refusal or delay by another financial institution to process the transaction, by any merchant or other person to honor your debit card, by a failure of an ATM or network to process your transaction, or a similar act by a third party;

- If the failure was caused by an Act of God, fire or other catastrophe, or any other cause beyond our control despite reasonable precautions we have taken;

- If your funds are not available due to a hold or if your funds are subject to legal process;

- If we do not complete a transaction because we or one of our service providers has reason to believe the transaction may be unauthorized or illegal; or

- If your Account is closed or inactive.

There are additional limitations on our liability in this Agreement and there may be additional exceptions or limitations stated in our or our service providers' other agreements with you or as permitted by law.

5 ACH Origination Service

5.1 Description of ACH Origination Service

If enabled for your Account, the ACH Origination Service allows you to instruct us to create and/or send a NACHA formatted file on your behalf to execute the transfer of funds to/from another financial institution to disburse/concentrate funds or to make payments/collect funds to/from another party via the ACH system. The ACH Origination Service may not be available in connection with the Program. Please refer to the "ACH Origination Service Applicability" section of the Disclosures for information specific to your Account.

All transactions executed through the ACH Origination Service described above will be collectively known as "ACH transactions." The ACH Origination Service is only accessible through the Online Banking Application. Your use of and access to the ACH Origination Service is separate and apart from your ability to facilitate transfers via ACH to a connected bank account.

We will facilitate only Internet-Initiated/Mobile Entry ("WEB") and Corporate Credit or Debit Entry ("CCD") ACH transactions through the ACH Origination Service. We will select, at our sole discretion, whether to facilitate any given ACH transaction as a WEB transaction or CCD transaction.

Unless otherwise defined in this Agreement, capitalized terms that appear in this section will have the meanings set forth in the Rules of NACHA.

5.2 Processing Deadlines

Except as provided in Security Procedures below, we will use reasonable efforts to (a) process entries received from you to conform with the file specifications set forth in the Rules, (b) transmit such entries as an Originating Depository Financial Institution to the Federal Reserve Bank, and (c) settle such entries to the specified accounts as provided in the Rules.

We will use reasonable efforts to transmit such entries to the Federal Reserve Bank by the deadline of the ACH one (1) business day prior to the effective entry date shown in such entries, provided (a) such entries are received 3:00 PM ET on a business day, (b) the effective entry date is at least two (2) days after such business day, and (c) the Federal Reserve is open for business on such business day. A "business day" is a day in which the Federal Reserve Bank is opened to the public for carrying on substantially all of its business, other than a Saturday, Sunday, or legal holiday.

If any of the requirements of clause (i), (ii), or (iii) listed above are not met, we will use reasonable efforts to transmit such entries to the Federal Reserve Bank by the next deposit deadline on which the Federal Reserve is open for business.

5.3 ACH Rules

When engaging in any transaction through the ACH Origination Service, you will comply with and be bound by the Rules. You can obtain a copy of the Rules from NACHA at 13450 Sunrise Valley Drive, Suite 100 Herndon, VA 20171; instructions for obtaining a copy of the Rules are also available at www.nacha.org. In the event you violate any of the Rules and NACHA imposes a fine on us because of your violation, we may charge the fine to you. Our current process does not support the origination of IAT's (international ACH transactions).

5.4 Security Procedures

Our security procedures and security requirements are integrated into the Online Banking Application. You acknowledge and agree that these security procedures are a commercially reasonable method of providing security against unauthorized payment orders. You agree to submit ACH origination requests solely through the Online Banking Application, to comply with all security procedures and requirements, and to maintain appropriate security procedures within your organization.

5.5 Our ACH Origination Obligations

In a timely manner and in accordance with the Rules, we will process, transmit and settle for the entries received from you, which comply with the terms of this Agreement and/or any addendums or future addendums.

5.6 Warranties

You warrant and agree that:

- Each entry is accurate, timely, and has been authorized by the party whose account will be credited or debited, and otherwise complies with the Rules;

- Each debit entry is for an amount which, on the settlement date with respect to it, will be owing to you from the party whose account will be debited, is for a sum specified by such party to be paid to you, or is a correction of a previously transmitted erroneous credit entry;

- You have complied with all pre-notification requirements of the Rules; and

- You will comply with the terms of the Electronic Funds Transfer Act, if applicable, Uniform Commercial Code Article 4A if applicable, and all applicable laws and regulations. You will otherwise perform your obligations under this Agreement in accordance with all applicable laws and regulations.

5.7 Authorized Daily Dollar Limits

There are limitations on the frequency and dollar amount of ACH transactions you can originate from your Account using the ACH Origination Service. These limits are described in the relevant section of the Disclosures. These limits may change from time to time.

Inherent to the implementation of any ACH Origination Service is a degree of risk assumed by us. It is possible for you to expose us to significant financial liability, including if you do not have sufficient funds on deposit in the Account to settle ACH transactions or returns. We reserve the right to periodically request and review your financial information and revoke your access to ACH Origination Service if we believe, in our sole discretion, that you cannot financially support your liability for ACH transactions originated from the Account. Our rights and your obligations set forth in this Agreement are in addition to and do not limit or replace any rights or obligations arising under other agreements between us.

5.8 Provisional Credit

You acknowledge that the Rules make provisional any credit given for an entry until the financial institution crediting the account specified in the entry receives final settlement. If the financial institution does not receive final settlement, it is entitled to a refund from the credited party and the originator of the entry will not be deemed to have paid the party.

5.9 Settlement

You will maintain your Account during any period you are enrolled in the ACH Origination Service, including any additional period that is reasonably necessary to settle all transactions.

You will maintain in your Account as of the applicable settlement date immediately available funds sufficient to cover all credit and debit entries initiated by you. You authorize us to debit the Account on the applicable settlement date in the amount of each entry. In the event there are not sufficient available funds in the Account to cover your obligations under this Agreement, you agree that we may

debit any account maintained by you with us and may set your obligations to us off against any amounts we owe to you to obtain payment of your obligations under this Agreement.

5.10 Cancellation or Amendment

You will have no right to cancel or amend any entry/file after its receipt by us. However, we will use reasonable efforts to act on a request, in writing, by an Authorized User to cancel an entry/file before transmitting it to the Federal Reserve Bank. Any such request will comply with the security procedures described above. You may be required to submit a new transfer request in writing or electronically through the Online Banking Application. We will have no liability if the cancellation or change is not affected.

5.11 Reversals

You may request the reversal of an entry for erroneous or duplicate transactions that have been transmitted to the Federal Reserve by contacting us as set forth in The "How to Contact Us" section of the Disclosures.

5.12 Rejection of Entries

We may reject any entry, including an on-us entry, which does not comply with the requirements of this Agreement and may reject any entry if you are not otherwise in compliance with the terms of the Agreement. We will notify you by email or via the Online Banking Application of such rejection no later than the business day such entry would otherwise have been transmitted by us for processing or, in the case of an on-us entry, the transaction's effective date.

5.13 Returned Entries

We will notify you by email or via the Online Banking Application of the receipt of a returned entry from the Federal Reserve no later than one (1) business day after the business day of such receipt. We have no obligation to re-transmit a returned entry if we complied with the terms of this Agreement with respect to the original entry.

You agree not to exceed ninety five percent (95%) of any thresholds set forth in the Rules for returns, including on the basis that the Transaction was unauthorized, returned for administrative reasons, and for all returns regardless of the cause, in any thirty (30) day period. You further agree not to exceed one-half percent (0.5%) returns on the basis that the Transaction was unauthorized in any thirty (30) day period, irrespective of whether any NACHA thresholds have been exceeded. Returns on the basis that the transaction was unauthorized will be assigned a NACHA return status of R07 ("authorization revoked by customer"), R10 ("customer advises not authorized"), or R29 ("corporate customer advises not authorized").

We reserve the right to limit, suspend, or terminate your ACH Origination Service privileges for any violation of this section.

5.14 Notifications of Change

We will advise you of all notifications of changes that we receive related to entries that you transmit by email or via the Online Banking Application no later than five (5) business days after receipt thereof.

5.15 Fees

You agree to pay us for ACH Origination Service provided under the Agreement in accordance with the current schedule of fees described in the "Fee Schedule" section of the Disclosures. We may change our fees from time to time upon written notice.

5.16 Audits

We will have the right to audit any records for compliance with the agreements and Rules relating to ACH transactions originated by you.

5.17 ACH Origination Service Liability, Limitations on Liability & Indemnity

WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE ACH ORIGINATION SERVICE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT IF AVAILABLE IN CONNECTION WITH THE PROGRAM AND SHALL BE LIABLE ONLY FOR OUR GROSS NEGLIGENCE IN PERFORMING THIS SERVICE. WE SHALL NOT BE RESPONSIBLE FOR YOUR ACTS OR OMISSIONS (INCLUDING THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL OR AUTHORIZATION OF ANY FILE RECEIVED FROM YOU) OR THOSE OF ANY OTHER PERSON. WE ARE AUTHORIZED BY YOU TO PROCESS TRANSACTIONS IN ACCORDANCE WITH THE INFORMATION THAT WE RECEIVE IN THE ISSUED FILE TRANSMISSION FROM YOU. YOU SHALL BE SOLELY RESPONSIBLE FOR THE INFORMATION CONTAINED IN THE FILE, AND WE SHALL HAVE NO RESPONSIBILITY FOR ERRONEOUS DATA PROVIDED BY YOU. YOU WILL INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY LOSS, CHARGE, LIABILITY, COST, FEE OR EXPENSE (INCLUDING ATTORNEYS' FEES AND EXPENSES) WE SUFFER OR INCUR RESULTING FROM ANY THIRD-PARTY LAWSUIT, CLAIM, ARBITRATION OR OTHER ACTION, ACTUAL OR THREATENED, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT LOSS OR DAMAGE THAT YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, INCLUDING LOSSES OR DAMAGES FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, WE SHALL BE EXCUSED FROM FAILING TO ACT OR DELAY IN ACTING IF SUCH FAILURE OR DELAY IS CAUSED BY LEGAL CONSTRAINT, INTERRUPTION OF TRANSMISSION OR COMMUNICATION FACILITIES, EQUIPMENT FAILURE, WAR, NATURAL DISASTER, EMERGENCY CONDITIONS, OR OTHER CIRCUMSTANCES BEYOND OUR CONTROL. NOTWITHSTANDING THE ABOVE, WE WILL REIMBURSE YOU FOR EXPENSES THAT ARE ASSESSED BY US OR PROGRAM PARTNER IN THE EVENT OF OUR FAILURE OR DELAY IN TRANSFERRING FUNDS SOLELY CAUSED US.

IN ADDITION, WE SHALL BE EXCUSED FROM FAILING TO TRANSMIT OR DELAY IN TRANSMITTING AN ENTRY IF SUCH TRANSMITTAL WOULD RESULT IN OUR HAVING EXCEEDED ANY LIMITATION UPON OUR INTRA-DAY NET FUNDS POSITION ESTABLISHED PURSUANT TO PRESENT OR FUTURE FEDERAL RESERVE GUIDELINES OR IN OUR REASONABLE JUDGMENT OTHERWISE MAY VIOLATE ANY PROVISION OF ANY PRESENT OR FUTURE RISK CONTROL PROGRAM OF THE FEDERAL RESERVE, OR ANY RULE OR REGULATION OF ANY OTHER U.S. GOVERNMENTAL REGULATORY AUTHORITY, OR BANK POLICY. SUBJECT TO THE FOREGOING LIMITATIONS, OUR LIABILITY FOR LOSS OF INTEREST RESULTING FROM OUR ERROR OR DELAY SHALL BE CALCULATED BY USING A RATE EQUAL TO THE AVERAGE FEDERAL FUNDS RATE SET BY THE FEDERAL RESERVE BANK FOR THE PERIOD INVOLVED. AT OUR OPTION, PAYMENT OF SUCH INTEREST MAY BE MADE BY CREDITING THE ACCOUNT RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON WE ARE RESPONSIBLE FOR, ANY ACT OR OMISSION OF YOU OR ANY OTHER PERSON.

PERFORMANCE INTERRUPTION OF THE ACH ORIGINATION SERVICE FOR ANY REASON SHALL NOT RELIEVE YOU OF YOUR OBLIGATION TO MAKE ANY TAX DEPOSIT, AND WE WILL INCUR NO LIABILITY TO YOU FOR YOUR FAILURE TO MAKE ANY REQUIRED TAX PAYMENT BY OTHER MEANS IN THE EVENT OF SUCH INTERRUPTIONS.

5.18 Inconsistency of Name and Account Number

You acknowledge that, if an entry describes the Receiver (as defined by the NACHA Rules) inconsistently by name and/or account number, payment of the entry may be made based on the account number even if it identifies a person different from the named Receiver. You are solely responsible for providing correct information for all ACH Origination Service requests through the Online Banking Application.

5.19 Termination

You may cancel your ACH Origination Service at any time by providing us with written notice. Your access to the ACH Origination Service through the Online Banking Application will be suspended within three (3) business days of our receipt of valid instructions to cancel your ACH Origination Service. We will be entitled to rely on any written notice believed by us, in good faith, to be signed by any Authorized User or other authorized person. We will have no obligation to transmit entries if you are in default of any of your obligations under this Agreement, including the obligation to pay any fees.

You will remain responsible for all transactions that are initiated prior to any termination by you or by us, and for any fees and charges incurred prior to the effective date of cancellation. Any unprocessed transactions, including future dated and recurring transactions, will be cancelled as a result of termination or suspension of your ACH Origination Service. You agree that we can terminate or limit your access to the ACH Origination Service for any of the following reasons without prior notice:

- If you have insufficient funds in your Account or, if required, any reserve or collateral account.

  The ACH Origination Service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits and otherwise comply with any agreement you have with us.

- You breach of any term of this Agreement and/or the Rules.

- Upon reasonable notice (including immediate), for cause (including the foregoing) or without cause, in our sole discretion. Any unprocessed transactions including future dated and recurring transactions will be cancelled as a result of termination of your ACH Origination Service.

5.20 Notice Disclosure

Under the Rules, which are applicable to ACH transactions involving your Account, we are not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide you.

6. Check Deposits, Mobile Deposit Services, and Check Writing

As defined in the Check Clearing for the 21st Century Act ("Check 21"), a "check" is a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection or return, including substitute checks (see below) and travelers checks.

If enabled for your Account, you can only deposit checks into the Account using the mobile check deposit services (the "Check Deposit Services," as further described herein) and only as made available in connection with your Account and in accordance with the terms of this Agreement and the Disclosures. The Check Deposit Services may not be available in connection with the Program. Please refer to the "Check Deposits, Mobile Deposit Services, and Check Writing Applicability" section of the Disclosures for information specific to your Account.

6.1 Substitute Checks and Your Rights

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks.

The Account is a commercial Account. You will not have the benefit of any consumer law, including Check 21, relating to substitute checks.

6.2 Mobile Check Deposit Services

The Check Deposit Services allow you to make deposits to your Account from a compatible mobile device by scanning or photographing checks and delivering the images and associated deposit information to us or our designated processor. Please refer to the "Deposits Into Your Account" section of the Disclosures for information on whether Check Deposit Services are enabled for your Account. By using the Check

Deposit Services, you agree to comply with all applicable laws and regulations and NACHA rules that apply to remote deposit check capture processing and ACH transaction processing.

6.2.1 Eligibility to Use the Check Deposit Services

Accountholders adhering to all requirements described herein may be eligible to use the Check Deposit Services. Not all Accounts are eligible for the Check Deposit Services. We may terminate your use of the Check Deposit Services at any time at our sole discretion. You may also stop using the Check Deposit Services at any time. However, any images or information transmitted through your use of the Check Deposit Services will continue to be subject to this Agreement after termination. We may change our eligibility criteria at any time in our sole discretion with or without notice to you.

To use the Check Deposit Services on a mobile device, you must have an internet-enabled compatible iOS or Android device with a camera and be enrolled in the Online Banking Application.

6.2.2 Eligible Items

You agree that the only images you will scan or capture and deposit ("transmit") to your Account through use of the Check Deposit Services will be Eligible Items. "Eligible Items" include paper items that are defined as "checks" or "certified checks" under Federal Reserve Regulation CC and other paper items not otherwise prohibited by this Agreement. You agree that images deemed to be Ineligible Items (see below) may not be transmitted to your Account and will be rejected by us. You further agree that the image of the Eligible Item transmitted to us will be deemed an "item" within the meaning adopted in the Uniform Commercial Code of the State of Nebraska.

6.2.3 Ineligible Items

You agree you will not use the Check Deposit Services to scan or deposit images of items that:

- Are not payable in United States currency;
- Are not drawn on a financial institution located in the United States;
- Are payable to someone other than you;
- Are savings bonds or traveler's checks;
- Are checks authorized over the telephone and created remotely;
- Are images of a check that never existed in paper form;
- Must be authorized or activated by us prior to being deposited;

- Have already been deposited by or returned to you;
- Are not legible or do not conform to our standards, as determined in our sole discretion;
- Are fraudulent, not authorized, suspicious or not likely to be honored;
- Are not dated, are post-dated, or are more than six (6) months old when transmitted;
- Do not comply with the requirements established from time to time by any applicable statute, regulation, regulatory agency, clearing house or association;
- We deem to be Ineligible Items herein or at any other time, with or without prior notice to you;
- Do not comply with the requirements of the Agreement; or
- Do not meet the Technical Requirements described below.

These items, collectively, are "Ineligible Items" under this Agreement, and they are not eligible for deposit into your Account via the Check Deposit Services.

6.2.4 Image Capture, Transmission, Processing and Payment

All images you transmit to us using the Check Deposit Services must comply with the technical requirements we may specify from time to time (the "Technical Requirements"). You are responsible for all expenses you incur to meet the Technical Requirements. We reserve the right to change the Technical Requirements at any time without prior notice.

You are responsible for reviewing and validating the accuracy and completeness of any information you transmit to us, including the amount indicated on the item and the legibility of the image transmitted. You will only submit check images that meet our quality standards. You will not transmit an image or images of the same check to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with us or any other party.

You will be solely responsible for ensuring the quality, accuracy, and completeness of the images you transmit using the Check Deposit Services. You will be solely responsible for the selection, use, and operation of the mobile device you use to transmit images.

We can attempt to process, collect, present for payment, return, or re-present images you attempt to transmit in any way we choose that is allowed by law.

We can also reject any transmission for any reason at our option and without liability. An image will be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was an Eligible Item or accepted.

If an image does not meet our requirements, we can also at our option:

- Process the image as received for payment;
- Correct the image or its accompanying data and process the corrected image for payment;
- Process the deposit for payment in another format as allowed; or
- Debit (chargeback) your Account for the amount indicated in the image.

Successfully transmitting an image to us does not mean that your transmission and deposit are complete. All of your images are subject to our further verification prior to being accepted for deposit and payment. Do not destroy the item transmitted as an image until you see the full deposit amount posted when you view your transaction history via the Online Banking Application.

6.2.5 Limits for the Check Deposit Services

There may be limitations on the frequency and dollar amount of transactions you can make using the Check Deposit Services. Please refer to the "Deposits Into Your Account" section of the Disclosures for information on transaction limitations that will apply to your use of the Check Deposit Services.

6.2.6 Required Endorsements on Items You Deposit and Managing the Original Item

When you transmit an image to us, you will still have possession of the original item. To prevent an additional submission of the item for payment, you are required take the following steps:

- Before you transmit an image to us, you must endorse the original item being captured for transmission by signing the back of the original item and writing the words "For mobile deposit only at i3 Bank" either above or below your signature.
- After you transmit the image to us, you should write the date and the words "Deposited by Check Deposit Services" on the front of the item and keep the original item in a safe place.

You must not deposit or attempt to cash the item after transmitting the image to us.

6.2.7 Availability of Your Deposits Using the Check Deposit Services

You acknowledge that items transmitted using the Check Deposit Services are not subject to the funds availability rules contained in Regulation CC. Funds deposited using the Check Deposit Services will ordinarily be made available to you for withdrawal within five (5) business days after the day you make your deposit. See below for information concerning how we determine the day your deposit is made. We may make such funds available sooner or later based on the length and extent of your relationship with us, transaction and experience information, and other factors as we, in our sole discretion, deem relevant.

6.2.8 Cutoff Times for Deposits Using the Check Deposit Services

If you successfully transmit an image to us before the cut-off time for the Account on a business day that we are open, we will consider that day to be the day of your deposit. After that time or on a day we are not open, we will consider the deposit to be made on the next business day that we are open. See Section 3.2 for cut-off times.

6.2.9 Errors

You agree to notify us of any suspected errors regarding items transmitted through the Check Deposit Services right away, and in no event later than sixty (60) days after the first Account statement on which the error appears is made available to you. Unless you notify us of an error within sixty (60) days after the applicable Account statement is made available to you, all deposits made through the Check Deposit Services that appear on that statement will be deemed correct and we will have no obligation to investigate any claim of error you make.

6.2.10 Chargeback

We can charge back your Account or any other deposit account you have with us for the amount of any item, its image or any other representation of an item that is:

- Returned to us; or
- Rejected by us for any reason, including when we believe it has been previously submitted or deposited with us or with anyone else.

This is true even if you have made withdrawals against any amount we have credited to your Account for the deposited item that was returned or rejected.

We can also charge fees connected to the chargeback as described in this Agreement and any other agreements you have with us.

6.2.11 Fees

There may be fees associated with your use of the Check Deposit Services. Please refer to the “Fee Schedule” section of the Disclosures for all fee information.

6.2.12 Security

You are responsible for protecting your mobile device against unauthorized use as well as any Losses from unauthorized access. You will protect your mobile device, set up strong passwords, and take other reasonable security precautions to protect your mobile device from unauthorized use. Always keep your passwords secret and remember that neither we nor any of our employees or agents will ever ask for your password. If you receive a communication from anyone requesting that you provide your password, do not respond. We are not responsible for any of these security precautions. If another person uses the Check Deposit Services with your mobile device, you will be responsible for their actions on the Account as well as anyone else they allow to use your mobile device. This will be true even if you did not want, or agree to, their use.

If your mobile device is lost or stolen, or if you believe there has been unauthorized activity involving the Check Deposit Services, tell us immediately by contacting us as set forth in The "How to Contact Us" section of the Disclosures and promptly change your password.

6.2.13 Check Deposit Services Disruption

The Check Deposit Services might not be available from time to time due to maintenance, technical problems, or other reasons. We are not responsible if the Check Deposit Services are not available. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur.

We reserve the right to change, suspend, discontinue, or limit your use of the Check Deposit Services, in whole or in part, immediately and at any time without prior notice to you.

6.2.14 Ownership and License

You agree that we and our service providers, as applicable, retain all ownership and proprietary rights in the Check Deposit Services, associated content, technology, and website(s). Your use of the Check Deposit Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Check Deposit Services. Without limiting the restriction of the foregoing, you may not use the Check Deposit Services:

- In any anti-competitive manner;
- For any purpose which would be contrary to our business interests (as deemed by us in our sole discretion); or
- To our or our service providers' actual or potential economic disadvantage in any aspect.

You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Check Deposit Services.

6.2.15 Indemnification and Limitation of Liability

You will indemnify, defend, and hold the Indemnified Parties, including, without limitation, any of our services providers responsible for administering the Check Deposit Services, harmless from any and all Losses imposed on or sustained, incurred or suffered by any of the Indemnified Parties, including, without limitation, any of our services providers responsible for administering the Check Deposit Services, whether actual or threatened or proven or not, in respect of any and all Claims, without regard to the merit or lack thereof, arising from or related in any way to (a) your breach of the Agreement, (b) a return of a check deposit made using the Check Deposit Services due to incomplete or incorrect information provided, a closed account, or insufficient funds, or (c) fraudulent activity.

YOU AGREE YOUR USE OF THE CHECK DEPOSIT SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES, INCLUDING OUR SERVICE PROVIDERS) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS”, "WHERE IS", AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL (i) MEET YOUR REQUIREMENTS, (ii) BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) PROVIDE ACCURATE OR RELIABLE RESULTS.

You agree that neither we nor any service provider we use to facilitate the Check Deposit Services will be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, including damages for loss of profits, goodwill, use, data or other Losses resulting from the use or the inability to use the Check Deposit Services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of the Check Deposit Services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof.

6.2.16 Termination

We may terminate your access to the Check Deposit Services for any or no reason, including due to your material breach of this Agreement, your fraudulent actions or omissions with respect to your use of the Check Deposit Services, if you become insolvent or file for bankruptcy, or if there is a change in applicable law or the rules that govern your use of the Check Deposit Services.

6.2.17 Third-Party Beneficiary

You acknowledge and agree that any third-party service provider we use to facilitate your use of the Check Deposit Services is a third-party beneficiary of this Agreement and that the third-party service provider has the right to directly enforce your obligations of this Agreement against you.

6.3 Check Writing and Getting Checks for Your Account

Your Account may permit you to write checks drawn against your Account. To obtain checks for your Account, you must purchase them from a third-party check printing service. You can also request to have a check printed and mailed on your behalf through our check printing and mailing service.

The ability to write checks drawn against your Account may not be available for the Program. Please refer to the "Check Deposits, Mobile Deposit Services, and Check Writing Applicability" section of the Disclosures for information specific to your Account.

6.3.1 Check Printing and Mailing Service

You may request a check drawn against your Account to be printed and mailed on your behalf. In order to request that a check be printed and mailed for you, you must specify the entity or person you are paying, the payee's address, the check date, and the amount to be paid. No checks may be post-dated and all checks sent through the service may be deposited or cashed by the recipient immediately upon receipt.

The face value of the check will be drawn from your Account at the time that the check is presented for payment and is processed. You are solely responsible and liable for ensuring that you maintain a balance in your Account that is sufficient to fully cover the face value of any checks that you request for us to print and send. Checks must be written in U.S. dollars.

You acknowledge that when you request a check through the service, you authorize us and our third-party service providers to sign the check on your behalf, in the capacity as your duly authorized representative. We and our third-party service providers are entitled to use, at our discretion, a digital signature that you provide to us or other mark that we generate on your behalf, which you hereby authorize and designate as your authorized signature(s). By undertaking any check printing and mailing services on your behalf, in no way are we or our service providers intending to be liable on the check.

You are solely responsible for, and we and our third-party service providers have no obligation to verify, any information that you provide to us in order to print your checks, including the payee, payee address, and the face amount, even if you provide us with duplicate check instructions. If you provide any incorrect information, we and our third-party service providers are entitled to honor your instructions, even if the error could have been detected by us or our third-party service provider. We will not print or accept any special instructions for checks that are printed and mailed on your behalf.

You authorize us to modify and standardize the address that you provide to us, including in the event of a typographical error, or if the address needs to be updated to reflect an "NCOA" (national change of address) at our discretion.

We reserve the right to reject or cancel, and we may delay in processing, any check requests that you make for any reason, including if we determine that the address that you have provided for the payee is incomplete or otherwise invalid.

We are not liable for checks that are lost, destroyed, damaged, or delayed in the mail. Checks will be shipped by USPS First Class mail, or by any other method in our sole discretion. We cannot guarantee the shipping method or delivery date of any check. If possible, we will provide you with the delivery status of your check, but we do not and cannot guarantee the accuracy of any delivery status. We may, at our discretion, void any check that you request through the service that has not been presented for payment within one hundred eighty (180) days of our issuance of the check and shall have no liability for doing so, without the need to obtain any further consent from you or provide any notice to you.

6.3.2 Check Stock Purchased by You

Any check stock you purchase must meet our standards, including paper stock and dimensions. We may refuse to process any checks that do not meet our standards or cannot be processed by our equipment. Certain check features, such as security features, may impair the quality of a check image.

All checks you write must be written in U.S. dollars and may not include any special instructions, such as "void after 30 days" or "void over $100." We may pay checks you write without inquiry or liability, even if the check (1) has special instructions written on the check; (2) is stale dated (i.e., the check date is more than 6 months in the past); (3) is post-dated (i.e., the check is dated for a future date); or (4) is not dated.

Contact us pursuant to the "How to Contact Us" section of the Disclosures for information concerning the minimum standards checks must meet for us to accept them. We are not responsible for losses that result from your failure to follow our check standards.

6.4 Requesting Stop Payment On A Check

You may request a stop payment on a check drawn against your Account, or cancel a stop payment request you previously provided to us, if you allow us a reasonable amount of time to act on it. You may request a stop payment on a check, or cancel a prior stop payment request, by contacting us as set forth in The "How to Contact Us" section of the Disclosures. Your Account may be subject to a fee for each check you request a stop payment on. Please refer to the "Fee Schedule" section of the Disclosures for information concerning fees.

When making a request, you must provide us with (a) your Account number, (b) the check number or range of check numbers, (c) the check amount or amounts, (d) the payee name or names, and (e) the date or dates on the check. We are not responsible for stopping payment on a check if you provide incorrect or incomplete information.

Any stop payment of a check you request is valid for twelve (12) months. We may pay a check once a stop payment request expires. You must make a new stop payment request if you do not want it to expire, and we will treat each renewal of a stop payment request as a new request subject to any stop payment fees that apply to your Account.

You acknowledge that you will be liable to the holder of a check drawn against your Account even if we return the check due to your stop payment request. You agree to indemnify us against any claim made by any party arising from our return of a check pursuant to your stop payment request.

7 Wire Transfers

The Account may permit domestic wire transfers through the Online Banking Application made available to you by Program Partner. Wires may not be available in connection with the Program. Please refer to the "Wire Transfers Applicability" section of the Disclosures for information specific to your Account.

7.1 Types of Wire Transfers Supported by Your Account

Your Account may support receiving and/or initiating domestic wire transfers. Refer to the "Deposits Into Your Account" and "Withdrawals From Your Account" sections of the Disclosures to determine whether you will be able to receive wires, initiate wires, both, or neither.

We may select any means for the transmission of funds that we consider suitable. We may make use of correspondents, agents, subagents, and funds transfer and communication systems. Such third parties will be deemed your agents, and we will not be liable for any errors, delay, misdelivery, or failure of delivery by any of them except as required by applicable law.

7.2 Limitations on Wire Transfers

There are limitations on the frequency and dollar amount of wire transactions you can make to or from your Account. For limits that apply to transactions that credit or deposit funds into your Account, please refer to the "Deposits Into Your Account" section of the Disclosures. For limits that apply to transactions that debit or withdraw from your Account, please refer to the "Withdrawals From Your Account" section of the Disclosures.

There may be limits on the beneficiaries who can receive a wire transfer you initiate from your Account. These limits may change from time to time in our sole discretion.

7.3 Cut-Off Times for Wire Transfers

If a wire request is received before the cut-off time on a business day and verified through our security procedures outlined in the section below titled "Security Procedures," funds will be processed the same business day. If it is received or verified through our security procedures at or after the cut-off time or on a non-business day, funds may be processed the next business day. Section 3.2 contains the cut-off times.

We may treat any wire transfer request received at or after our cut-off time as if it was received that business day, or we may treat it as if it were received at the opening of the next business day.

7.4 Security Procedures

You agree and consent to the use of certain security procedures by us to confirm the validity of any wire transfer request made pursuant to this Agreement. You understand the security procedures are not designed to detect errors in the content of the wire transfer request or to prevent duplicate transfers. Some elements of the procedures will vary, depending upon the method used to initiate a wire transfer. You hereby agree that your utilization of any security procedure established hereunder will constitute your agreement to its use and affirmative acknowledgment of its commercial reasonableness.

You further agree that any wire transfer request that is acted upon in good faith by us in compliance with these security procedures, whether in fact authorized by you, will constitute an authorized wire transfer.

7.5 Liability for Incorrect Wire Transfers

You are responsible for providing us with the accurate name and account number for wire transfers, and we are responsible for transmitting money to the account number you provided.

When you provide us with a name and account number for us to process a wire transfer, we may make payment based solely on the account number, even if the account number identifies a person different from the named beneficiary. We or an intermediary bank may send a wire transfer to an intermediary bank or beneficiary's/designated recipient's bank based solely on the bank identifying number, even if the payment order indicates a different name. You should be very careful when providing the account number for a wire transfer.

If you have provided us with the wrong account number, there may be no way to correct the error or retrieve the funds. You agree that you will pay the amount of a wire transfer even in such circumstances. You are responsible for all Losses resulting from an incorrect account number or your misidentification of the beneficiary/designated recipient.

If you think a wire transfer is wrong or if you need more information about a wire transfer, you must contact us as set forth in The "How to Contact Us" section of the Disclosures as soon as possible and no later than fourteen (14) days after you receive your Account statement. If you do not tell us about an error, we will not have any obligation to pay interest on the amount of an unauthorized or erroneous wire transfer for which we are liable, and you will also be liable to us for all Losses we may incur.

7.6 Payment

You must pay us the amount of the wire transfer, plus any applicable fees, before we will execute the wire transfer request. Please see the "Fee Schedule" section of the Disclosures for fees applicable to wire transfers.

7.7 Execution of Wire Transfers

A wire transfer request is considered accepted by us when we execute it. You can verify whether your wire transfer request has been executed by contacting us as set forth in the "How to Contact Us" section of the Disclosures.

We have no responsibility to accept any incoming wire transfer(s) for your benefit. Likewise, we have a right to reject any wire transfer request(s) for an outgoing wire transfer for reasons including insufficient or uncollected funds in the account specified in the wire transfer request, a request that fails any required security procedures, our inability to execute the wire transfer for the reasons set out above, or if we are unable to verify the authenticity of the wire transfer request. If we stop a domestic outgoing wire transfer, we will refund the fee.

If we determine, in our sole discretion, not to honor, execute, or accept a wire transfer request, we will make reasonable efforts to notify you. We will also make reasonable efforts to notify you promptly if a wire transfer is returned to us after its execution. In either case, we will have no liability by reason of our

delay or failure to provide you with notice, and we will have no obligation to resend a wire transfer if we complied with the original wire transfer request and such wire transfer was returned to us.

7.8 Cancellation or Amendment of Wire Transfer

Once we receive a wire transfer request, it may not be able to be canceled or amended. However, at our discretion, we may use reasonable efforts to act on any request for cancellation or amendment, provided that the method by which we are notified of a request for cancellation or amendment complies with our security procedures. However, we will have no liability if the wire is not cancelled or amended. Any cancellation or amendment of a wire transfer by us will relieve us of any obligation to act on the original wire transfer request.

7.9 Interest

In addition to the limitation of liability in this Agreement, except as otherwise provided by applicable law, the maximum period for which we will be liable for interest on any amount to be refunded or paid to you with respect to an unauthorized, erroneous, or other wire transfer request is thirty (30) days.

7.10 Your Liability for Unauthorized Wire Transfers

Except as otherwise provided by law, you will be liable for all Losses to which your negligence contributed or which resulted in unauthorized, fraudulent, or dishonest acts by your current and/or former authorized representatives. Such liability includes instances when a current or former authorized representative effects one or more wire transfers or any improper use of security procedures to effect a wire transfer to your detriment.

7.11 Compliance with Anti-Money Laundering and Exchange Control Regulations and OFAC Enforced Sanctions

You agree to observe all Anti-Money Laundering and Exchange Control laws and regulations including economic and trade sanctions promulgated by the Office of Foreign Assets Control of the U.S. Department of Treasury in relation to any wire transfer, and you will use all reasonable endeavors to assist us to do likewise. You agree that the information you provide to us is accurate. We may disclose any information that you provide to us that we, in our sole discretion, think necessary or desirable to disclose; except we will only disclose confidential information if required by law, a court, or legal, regulatory, or governmental authority, or as permitted by law to combat, prevent, or investigate issues arising under anti-money laundering laws, economic sanctions, or criminal law.

Sometimes legal, regulatory, or governmental authorities require additional information, either in respect of individuals, entities, or particular transactions. You agree to promptly supply all such information, which any such authority may require, and/or which we may be required to supply, in relation to the individual, entity, or particular transaction.

If you, or your authorized representative, breach any such laws or regulations, you irrevocably agree that we may retain any monies or funds transmitted to us pursuant to this Agreement and/or not fulfill any wire transfer request if we are required to take or refrain from such action by any legal, regulatory, or

governmental authority or if we reasonably believe that such action may violate any laws or regulations described herein, and such monies shall not bear interest against us. You further agree that we may pay such monies to the appropriate legal, regulatory, or governmental authority, when required by law.

8 Other Legal Terms and Conditions

8.1 Assignment

You may not assign, transfer, or otherwise delegate, whether by operation of law or otherwise, your Account or your rights or obligations, in whole or in part, under this Agreement. Any assignment, transfer or delegation or attempted assignment, transfer, or delegation in violation of the foregoing shall be void.

We may assign, transfer, or otherwise delegate our rights or obligations, in whole or in part, under this Agreement in our sole discretion.

8.2 Legal Processes and Claims Affecting Your Account

If we receive a levy, attachment, or other legal process against you (collectively, "Legal Process"), we may refuse to permit withdrawals or transfers from your Account until the Legal Process is dismissed or satisfied. Any Legal Process will be subject to our right of set-off and security interest. You are responsible for all Losses we incur as a result of any dispute or legal proceeding involving your Account. If we receive a claim against the funds in your Account, or if we know of or believe that there is a dispute as to the ownership or control of funds in your Account, we may, in our discretion: (a) place a hold on your Account and refuse to pay out any funds until we are satisfied that the dispute is settled; (b) close your Account and send the balance to the named account holder; (c) require a court order to act; or (d) take any other action we feel is necessary to protect us. We will not be liable to you for taking any such action.

8.3 Limitation of Liability and Disclaimer of Warranty

EXCEPT AS REQUIRED BY LAW, TO THE EXTENT WE (OR OUR SERVICE PROVIDER(S)) ARE FOUND LIABLE, OUR AND OUR SERVICE PROVIDERS' TOTAL LIABILITY TO YOU FOR A CLAIM WILL NEVER EXCEED THE AMOUNT OF ACTUAL DAMAGES PROVEN BY YOU AND IS LIMITED TO THE FACE VALUE OF THE ITEM OR TRANSACTION, OR THE ACTUAL VALUE OF ANY FUNDS NOT PROPERLY CREDITED OR DEBITED. EXCEPT AS REQUIRED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE AND OUR SERVICE PROVIDERS SHALL ONLY BE RESPONSIBLE AND LIABLE FOR OUR AND OUR SERVICE PROVIDERS' OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT. OUR AND OUR SERVICE PROVIDERS' LIABILITY MAY ALSO BE FURTHER REDUCED BY THE AMOUNT OF THE LOSS THAT IS CAUSED BY YOUR OWN NEGLIGENCE OR LACK OF CARE, AS WELL AS ANY RECOVERY OF THE LOSS YOU OBTAIN FROM THIRD PARTIES.

IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM US OR OUR SERVICE PROVIDERS ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES, LOSSES OR EXPENSES (INCLUDING COUNSEL AND THIRD PARTY FEES OR FINES) OR LOST PROFITS, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR

INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, (a) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES; (b) EVEN IF SUCH DAMAGES, LOSSES OR EXPENSES WERE FORESEEABLE, (c) WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND (d) EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION, OUR AND OUR SERVICE PROVIDERS' LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE AND OUR SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY ERROR, FAILURE OR DELAY IN OUR ABILITY TO PERFORM OUR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ERROR, FAILURE OR DELAY IN THE PROCESSING OF ANY TRANSFER, ARISING FROM OR RELATING TO CAUSES BEYOND OUR OR OUR SERVICE PROVIDERS' REASONABLE CONTROL, INCLUDING ANY ACT OF GOD, WAR (DECLARED OR UNDECLARED), SABOTAGE, BLOCKADE, REVOLUTION, INSURRECTION, TERRORISM, CIVIL STRIFE, EXPROPRIATION, NATIONALIZATION, CHANGE IN LAW, GOVERNMENT ACTION, EMBARGO, SANCTION, ACCIDENT, FIRE, NATURAL DISASTERS, ELEMENTS OF NATURE, PANDEMIC, EQUIPMENT FAILURE, SYSTEM FAILURE, TECHNICAL FAILURE, LABOR DISPUTE, UNUSUAL TRANSACTION VOLUME, SUSPENSION OF PAYMENTS BY ANOTHER FINANCIAL INSTITUTION, OR THE FAILURE OF ANY THIRD PARTY TO PROVIDE ANY ELECTRONIC, DIGITAL OR TELECOMMUNICATIONS SERVICE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE AND OUR SERVICE PROVIDERS SHALL NOT BE LIABLE TO ANY THIRD PARTY OR FOR ANY ACT OR OMISSION OF YOURS OR ANY THIRD PARTY, INCLUDING THIRD PARTIES USED BY US IN EXECUTING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR PERFORMING A RELATED ACT AND NO SUCH THIRD PARTY SHALL BE DEEMED TO BE OUR AGENT.

IN ADDITION, EXCEPT AS REQUIRED BY LAW, WE AND OUR SERVICE PROVIDERS ARE NOT LIABLE OR RESPONSIBLE FOR ANY SERVICES OR FEATURES OF ANY ONLINE BANKING APPLICATION PROVIDED TO YOU BY A THIRD PARTY. WE AND OUR SERVICE PROVIDERS ARE ALSO NOT LIABLE FOR ANY UNAUTHORIZED ACCESS OF YOUR INFORMATION OR DATA BY A THIRD PARTY DUE TO YOUR USE OF THIRD-PARTY COMMUNICATION CHANNELS NOT OFFERED BY US.

ALL BANK SERVICES AND ACCOUNT FEATURES, INCLUDING THOSE PROVIDED BY A THIRD PARTY, SUCH AS ONLINE BANKING APPLICATION, ARE PROVIDED “AS IS”, "WHERE IS" AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WE DO NOT WARRANT BANK’S SERVICES OR ACCOUNT FEATURES OR THE SERVICES OR FEATURES OF ANY THIRD PARTY, INCLUDING ONLINE BANKING APPLICATION, WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. TO THE EXTENT THAT WE MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

8.4 Indemnification

You will indemnify, defend and hold the Indemnified Parties harmless from any and all Losses imposed on or sustained, incurred or suffered by any of the Indemnified Parties, whether actual or threatened or

proven or not, in respect of any and all Claims, without regard to the merit or lack thereof, arising out of, or related in any way to (a) the matters set forth in this Agreement, including any Claims by any business or person related to the connected bank account, including any other owner of the connected bank account; (b) breach of this Agreement, including any warranties; (c) our taking any action or not taking any action that we are entitled to take pursuant to this Agreement, including attempting to cancel or amend a transfer or actions we take based on the instructions of your attorney-in-fact, including if it is later determined that your power of attorney was invalid or improperly executed; (d) any action or omission by you or any Authorized User; (e) fraudulent activity (except as otherwise provided for herein or by applicable law); or (f) our action or inaction in reliance upon oral, written or electronic instructions or information from you or any Authorized User.

8.5 Our Right of Set-Off and Security Interest

We have the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with us. This means that we can take any funds in your Account or any other account you have with us to pay any debt or liability you owe us. Our rights under this Section are in addition to any right of set-off we may have under applicable law.

You also agree to grant us a security interest in your Account to secure payment of any money that you owe to us or will owe us arising under this Agreement or any other agreements with us. You acknowledge that this security interest is consensual and in addition to any right of set-off. We may exercise our security interest or right of set-off without regard to the source of the funds in your Account or prior recourse to other sources of repayment or collateral, even if it causes you to incur penalties or suffer any other consequence. You waive any conditions or limits to our right of set-off to the maximum extent permitted by law. We will notify you if we exercise our right to set-off if required by law.

If we take any action to collect debt or liability incurred by you or other amounts you owe us under this Agreement or defend ourselves in a lawsuit brought by you where we are the prevailing party, you will reimburse us for our Losses, including reasonable attorneys' fees, to the extent permitted by applicable law. We may charge your Account for our Losses without prior notice to you.

8.6 Changes in Terms and Additional Services

We may change this Agreement, or any fees and features of your Account, at any time by posting an amended Agreement on Program Partner's website. Any such amendment will be effective upon posting. We will give you advance notice of any change where required by law. We may provide such notice to you with your statement, electronically, or by mail. Any notice we provide to you will be binding and sent to the last (postal or electronic) address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service. We may change or terminate this Agreement without notice at our discretion or to comply with any appropriate federal or state law or regulation.

If we make any of our other banking services available to you in connection with your Account, we may provide certain terms and conditions for those additional services to you in a separate agreement or disclosure.

8.7 No Waiver of Rights

We may waive or decline to enforce any of our rights under this Agreement without obligating ourselves to waive such rights in the future or on any other occasion. We may release any other person obligated under this Agreement without affecting your responsibilities under this Agreement.

8.8 Conflicts and Section Headings

If there is a conflict between this Agreement and any other document or statement made to you concerning the Account, this Agreement will govern. If there is a conflict between this Agreement and any other document or statement made to you concerning any services or products other than the Account, the separate terms and conditions applicable to that service or product will govern. Section headings that appear in this Agreement are for convenience purposes only and are intended to help you find information. They should not be construed as affecting the meaning of the Agreement.

8.9 Severability

If any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected. To the extent permitted by law, the parties waive any provision of law which prohibits or renders unenforceable any provisions of this Agreement, and to the extent that such waiver is not permitted by law, you and we agree that such provision will be interpreted as modified to the minimum extent necessary to render the provisions enforceable.

8.10 Governing Law, Forum, and Time Limits

All actions relating to your Account and this Agreement will be governed by the laws and regulations of the United States and the State of Nebraska where your Account will be opened, irrespective of conflict of law principles. You agree that any dispute arising under this Agreement or relating in any way to your relationship with us that is not arbitrated will be resolved in a federal or state court located in Nebraska and that you will be subject to such court's jurisdiction.

Except where prohibited by law, you agree that you must file any lawsuit or arbitration against us within two (2) years after the claim arises unless federal or Nebraska law, or another agreement you have with us, provides for a shorter time. If federal or Nebraska law requires a longer time period than the time periods in this Agreement, you agree to the shortest time period permitted under the law.

9 Arbitration and Waivers

BE SURE THAT YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US.

9.1 Election to Arbitrate

You and we agree that the sole and exclusive forum and remedy for resolution of a claim be final and binding arbitration pursuant to this section (the "Arbitration Provision"). As used in this Arbitration

Provision, "Claim" will include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us on the other hand, relating to or arising out of this Agreement, and/or the activities or relationships that involve, lead to, or result from this Agreement, including the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counterclaims, cross-claims, third-party claims, or otherwise. Please note that you may continue to assert Claims in small claims court, if your Claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

You have the right to opt-out of this arbitration clause and it will not affect any other terms and conditions of this Agreement or your relationship with us. TO OPT OUT, YOU MUST NOTIFY US IN WRITING OF YOUR INTENT TO DO SO WITHIN SIXTY (60) DAYS AFTER OPENING YOUR ACCOUNT. Your opt-out notice can be a letter that is signed by you that states "I elect to opt out of the arbitration clause in my Business Deposit Account Agreement for Account #" or any words to that effect. Send the notice as set forth in Section 1.1. An election to opt out applies only to the account or accounts identified in your opt-out notice or, if no specific accounts are identified in your notice, then to any account(s) that became subject to the arbitration clause within the sixty (60)-day period before we received your notice. The arbitration clause will apply to any claims between us relating to any account(s) for which we do not receive an opt-out notice as described in this section.

9.2 Applicability of the Federal Arbitration Act; Arbitrator's Powers

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and will be governed by and enforceable under the Federal Arbitration Act (the "FAA"). The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator will take steps to reasonably protect confidential information. In any arbitration arising out of or related to this Agreement, the arbitrator will apply the limitation of liability set forth above and, for the avoidance of doubt, is not empowered to award (a) punitive or exemplary Losses, except where permitted by statute, or (b) incidental, indirect or consequential Losses, or Losses for lost profits. The parties waive any right to recover all such Losses.

9.3 Informal Dispute Resolution

If a Claim arises, our goal is to address your concerns and, if we are unable to do so, to provide you with a neutral and cost-effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you will first submit your Claim to us by email at the address specified above and provide us with the opportunity to resolve your concern prior to initiating arbitration.

9.4 Arbitration Procedures

The party initiating arbitration will do so with the American Arbitration Association ("AAA"). The arbitration will be conducted by a single arbitrator according to, and the location of the arbitration will be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with AAA online at www.adr.org or by calling 1-800-778-7879. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision will control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. The arbitration will be held in the United States county where you live or work, or any other location we agree to.

9.5 Arbitration Fees

If we initiate arbitration, we will pay all the administrator's filing costs and administrative fees (other than hearing fees). If you initiate arbitration, filing costs and administrative fees (other than hearing fees) will be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We will pay the administrator's hearing fees for one (1) full day of arbitration hearings. Fees for hearings that exceed one (1) day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we pay them and we agree to do so. Each party will bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights will apply in the arbitration notwithstanding anything to the contrary herein.

9.6 Appeals

Within thirty (30) days of a final award by the arbitrator, any party may appeal the award for reconsideration by another arbitrator selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within thirty (30) days after notice of the appeal. The arbitrator will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal will be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the initial arbitrator that is not subject to appeal, and any award on appeal, will be final and binding, except for any appeal right under the FAA, and may be entered as a judgment in any court of competent jurisdiction.

9.7 No Class Actions

NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration will determine the rights and obligations of the named parties

only, and only with respect to the claims in arbitration, and will not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator will have the power or authority to waive, modify, or fail to enforce this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, will be invalid and unenforceable. Any challenge to the validity of this section will be determined exclusively by a court and not by the administrator or any arbitrator.

9.8 Survival and Severability of Arbitration Provision

This Arbitration Provision will survive the termination of this Agreement. If any portion of this Arbitration Provision other than the subsection titled "No Class Actions" is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision will nevertheless remain valid and in force. If there is a final judicial determination that applicable law precludes enforcement of this Arbitration Provision's limitations as to a particular claim for relief or particular term, then that claim (and only that claim) or that term (and only that term) must be severed from the Arbitration Provision and may be brought in court. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in the previous subsection are finally adjudicated pursuant to the last sentence of that subsection as unenforceable, then no arbitration will be had. In no event will any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

9.9 Judicial Forum for Claims

Except as otherwise required by applicable law, in the event that this Arbitration Provision is found not to apply to you or your Claim, you and we agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Nebraska. Both you and we consent to venue and personal jurisdiction there. All parties agree to waive our right to a jury trial.

9.10 WAIVER OF RIGHT TO LITIGATE

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY BUT ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVING THAT RIGHT BY AGREEING TO THIS AGREEMENT AND ARBITRATION PROVISION.

10 Interpretation

Except as otherwise expressly provided in this Agreement, the following rules apply: (a) the singular includes the plural and the plural includes the singular; (b) all references to the masculine gender include the feminine gender (and vice versa); (c) "include", "includes" and "including" are not limiting; (d) unless the context otherwise requires or unless otherwise provided herein, references to a particular agreement, instrument, document, law or regulation also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument, document, law or regulation; (e) a reference in this Agreement to a Section or Schedule is to the Section of or Schedule to this Agreement unless otherwise expressly provided; (f) a reference to a Section in this Agreement, unless the context clearly indicates to the contrary, refers to all sub-parts or sub-components of any said

Article or Section; (g) words such as “hereunder,” “hereto,” “hereof,” and “herein,” and other words of like import, unless the context clearly indicates to the contrary, refers to the whole of this Agreement and not to any particular Section, subsection or clause hereof; (h) where the Agreement states that a Party “shall,” “will,” or “must” perform in some manner or otherwise act or omit to act, it means that the Party is legally obligated to do so in accordance with the Agreement; and (i) references to any statute includes any amendments thereto and its implementing regulations.

11 Miscellaneous

Except with respect to Indemnified Parties and except as otherwise specified in this Agreement, this Agreement is not intended to and shall not be construed to give any third party any interest or rights (including any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby. Use of the Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. Bank does not waive its rights by delaying or failing to exercise them at any time. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible. The headings in this Agreement are only for convenience and do not in any way limit or define your or our rights or obligations under this Agreement. You agree that this Agreement and other agreements or disclosures you may receive from us with respect to the Account or your debit card, contain the entire statement of the terms and conditions, which apply to the subject matter hereof. If any term or condition of this Agreement should be invalidated or unenforceable for any reason, all other terms and conditions will continue in full force and effect.