Bill Pay Service Agreement

Last Revised: February 04, 2026

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 WAIVERS APPEAR IN SECTION 7 OF THIS AGREEMENT.

Please read this Bill Pay Service Agreement (the "Agreement") carefully and retain it for your future reference. This Agreement is made between you and i3 Bank (the "Bank") and contains the general terms, conditions and disclosures related to the banking services provided by the Bank for online bill payments (collectively, the "Payment Services") made available to eligible customers through the software and technology provided by our service provider, Unit Finance Inc. ("Unit"). When you see the words "we," "us," or "our" in this Agreement, it refers to the Bank and any of the Bank's affiliates, successors, assignees, agents and service providers. When you see the words "you" or "your," it refers to you, the online bill payment service customer acting as the "Payor," as defined by this Agreement, as well as your employees, agents, representatives, administrators, and successors.

1. GENERAL TERMS AND CONDITIONS

1.1 Acceptance of This Agreement

Please carefully review this Agreement before using the Payment Services. If you do not agree to these terms, you may not access or use the Payment Services. By using the Payment Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. You represent to us that you have authority to enter into this Agreement on your own behalf and on behalf of any person, company, or organization (each, a "Related Person") for which you act. If you are using the Payment Services on behalf of Related Person, the terms "you" and "your" also refer to such Related Person.

You represent and warrant to us as follows: (i) you have the requisite power and authorization to enter into the Agreement and carry out the terms hereof; (ii) the execution, delivery and performance of the Agreement are not prohibited or impaired by any agreement, judgement, or other restriction to which you are a party; and (iii) this Agreement constitutes a valid and legally binding contract that is enforceable against you and any Related Person in accordance with its terms.

1.2 How to Contact Us

If you have questions or concerns regarding the Payment Services, please contact our service provider, Unit, via the in-application support widget or the contact information listed in the Platform.

1.3 Overview of the Payment Services

The Bank provides the Payment Services to enable United States-based businesses ("Payors") to transmit payments for business purposes to business recipients ("Payees"). Payors may be given the ability, via Unit's bill pay platform, to capture a Payee's invoice information using a mobile device, to enter invoice information manually, to request a Payee to submit an invoice to the Platform, to submit, capture or upload an invoice by other means, or to access the status of your past payments and scheduled payments. Not all methods of capturing invoice information may be available to all customers or at all times. Methods of payment may include automated clearinghouse (“ACH”) payments, same-day ACH, debit cards, real-time payments (or RTP), checks, and wire. Not all payment methods may be available to all customers or at all times.

You may be charged fees in connection with your use of the Payment Services, including, without limitation, a recurring fee for ongoing access to the Payment Services, a transaction fee for each payment you submit, or both. Any such fees will be disclosed to you through a separate fee schedule provided to you when you enroll in the Payment Services. Fees may be changed from time to time. You acknowledge and agree that your access to the Payment Services may be suspended or limited in the event you are liable for amounts owed to the Bank.

Access to the features and functions offered through the Payment Services may depend, in certain instances, on where you are located. Certain features of the Payment Services described in this Agreement may not be available to all customers. We may decline to provide you with access to the Payment Services or any of its features for any reason. We are not liable for any damages or liabilities resulting from refusal to provide you with access to the Payment Services.

1.4 Third-Party Service Providers

Access to the Payment Services will be provided through a web or mobile bill pay platform provided by our service provider, Unit (the “Platform”). To access the Payment Services, in addition to this Agreement, you will also be required to enter into a separate agreement with Unit which governs your use of the Platform and the services offered, operated, or otherwise made available by Unit through the Platform (collectively, together with the Platform, the “Platform Services”).

You agree that Unit may act as our service provider to support us in providing you the Payment Services, including, without limitation, by administering and maintaining the Platform, managing your access to the Platform Services, communicating your payment instructions to us, and responding to your inquiries. You agree that Unit may perform any functions authorized by us to enable your access to the Platform Services and the Payment Services and that Unit may access and use your information subject to the terms of Unit’s Privacy Policy, available at https://www.unit.co/privacy-policy.

You further agree that the Bank will act on your behalf in connection with the Payment Services, as your Originating Depository Financial Institution (ODFI), to access information held or maintained by Unit and other third parties.

1.5 Fund Ownership

The Bank uses a master bank account titled in the Bank’s name and held for the benefit of customers of the Payment Services to collect your payments before transmitting them to Payees. By using the Payment Services, you grant our service provider, Unit, the right to communicate your payment instructions to the Bank so that we may receive funds from you, transmit payments to Payees, and collect any fees you incur in connection with the Payment Services. Payments to Payees do not pass into Unit’s legal ownership at any time from payment initiation to successful delivery, including, without limitation, any subsequent refunds. You acknowledge and agree that funds transferred into the master bank account will be pooled and commingled with funds of other users and amounts due and owing to us and/or Unit as fees pursuant to the terms of this Agreement and your agreement with Unit. You will not receive interest or other earnings on the funds in the master bank account.

1.6 Relationship with Payees

You acknowledge and agree that your use of the Payment Services does not in any way constitute a tri-party agreement between you, the Bank, and your Payees. The Bank shall not have any responsibility or any liability resulting from your interactions or contracts with Payees, including but not limited to payment terms, the proper and timely delivery of goods or services, and any associated disputes which may arise. You further acknowledge and agree that your use of the Payment Services does not alter or affect any Payee payment terms including but not limited to deadlines, payment methods, payment plans, late fees, or refunds. The Bank does not endorse, recommend, or bear any responsibility or liability for any products or services provided, or any statements or actions made, by any Payees.

By making a request for Payment Services via the Platform, you agree that the goods or services provided by your Payee in exchange for the payment have already been rendered to your satisfaction. Neither we nor Unit will be liable for any claims concerning goods or services provided to you by the Payee.

1.7 Confidentiality and Our Privacy Policy

Under this Agreement, we will generally only disclose information to third parties about your use of the Payment Services:

- To verify your identity and determine eligibility.
- Where it is necessary for us to provide the Payment Services.
- To comply with government agency or court orders.
- As disclosed in our Privacy Policy.
- If you give us your written permission to share your information.

Please refer to our Privacy Policy at https://i3.bank/privacy-policy/ for more information about our commitment to you, your privacy rights and who we share data and information with.

In addition, we disclose your information to Unit in order to facilitate the Payment Services and the Platform Services. Unit’s collection and use of your information is set forth in Unit’s Privacy Policy available at https://www.unit.co/privacy-policy.

1.8 Our Business Days

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

1.9 Changes in Terms

We may change this Agreement, or any features of the Payment Services, at any time by posting an amended Agreement on the Platform or otherwise providing you with an amended Agreement, and any such amendment shall be effective upon posting (or otherwise providing the amendment to you). We will give you advance notice if required by law. Any notice we provide to you will be binding and we may provide such notice through the Payment Services, electronically, or by mail. Your continued use of the Payment Services after any change to this Agreement constitutes your agreement to be bound by any such changes. If we send you notice by email or mail, it will be sent to the last email or mailing address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service.

2. GENERAL RULES GOVERNING THE PAYMENT SERVICES

2.1 Payment Authorization

If you are given access to the Payment Services, you may link various payment methods, including your business deposit accounts with financial institutions or business credit or debit cards. Any linked bank account used for Payment Services must be a business account. By providing payment instructions to us using the Payment Services, you authorize us to debit your selected payment method and remit your funds on your behalf to the Payee you have designated using the Payee details you have provided us.

We will use reasonable efforts to make all your payments properly. However, we are not liable if we are unable to complete any payment initiated by you where:

- Your selected payment method does not contain sufficient funds or available credit to complete the transaction, is closed, inactive, suspended or frozen, or is declined;
- We have reason to believe the transaction is unauthorized or illegal, is connected to or in furtherance of one or more activities prohibited under this Agreement, or otherwise presents undue risk to the Bank or Unit (see Section 2.6 for more information);
- The Payment Services are not working properly and you know or have been notified about the malfunction before you requested the transaction;
- You have provided us or Unit with incorrect information; or
- We are prevented from executing the transaction due to circumstances beyond our control (such as, but not limited to, fire, flood, natural disaster, or interference from an outside force).

There may be additional exceptions stated in our or Unit’s agreements with you or permitted by law.

2.2 Payment Methods

2.2.1 Payment Method Verification

When you attempt to initiate a payment using a new payment method, we may verify its validity by, among other methods, placing a temporary, small authorization charge on it or by making small deposits and then withdrawing them. By adding a payment method, you authorize us to perform these transactions using your payment method to confirm its validity.

We and/or Unit may use third-party service providers, such as Plaid, to gather your data from financial institutions. You grant us, Unit, and any such third-party service provider the right, power, and authority to act on your behalf to access and transmit your personal and financial information to and from the relevant financial institution.

2.2.2 Representations

Each time you input information via the Platform about a new payment method or select a payment method through which to initiate a payment, you agree to the following:

- You have the authority to disclose the payment method information and to bind you (and any Related Person);
- The payment method you add or select is a business depository account, business credit, or debit card, and has not been established for personal, family, or household purposes.
- You authorize the initiation of debit or credit entries, as applicable, to the payment methods in accordance with instructions inputted through the Payment Services, and, if necessary, the initiation of adjustments for any transactions debited or credited in error;
- You acknowledge that transactions initiated from your payment method must comply with laws in all applicable jurisdictions;
- Your authorization will remain in effect until not later than thirty (30) days after the Bank receives written notice from you of your desire to cancel; and
- You will use the Payment Services solely for business purposes and not for personal, family, or household purposes. If you have linked an external account for Payment Services, you agree that the linked bank account is a business account (and not a consumer account).

2.2.3 Transaction Limits

Payments may only be made to U.S. payment methods. We may, in our sole discretion, impose limits on the size, frequency, timing, and type of payments sent through the Payment Services as well as to the types and geographic locations of the Payees supported by the Payment Services. These limits may be imposed on a per transaction or a cumulative basis, or on particular payment methods, and we may change those limits at any time. Any such limitations will be in addition to any transaction limits imposed by the financial institutions that issue or hold your payment methods.

To prevent fraud and comply with legal obligations, we may also ask for additional information from you and from third parties in connection with your payment methods or any payment you initiate. We may put your payment or your payment method on hold for review. If you do not cooperate with our review process, your payment may be delayed or declined. We reserve the right to limit or refuse your use of a particular payment method for any reason in our sole discretion. We may decline to make payments or otherwise deny you use of the Payment Services for any reason in our sole discretion.

2.3 Initiating Payment Requests

The Payment Services allow you to send payments to Payees that have sent you an invoice for payment.

2.3.1 Your Payment Instructions

When the Bank receives a payment instruction, you authorize the Bank to debit your payment method and remit funds on your behalf. You also authorize the Bank to credit your payment method for returned payments or remit returned payments to you in any other way the Bank deems appropriate under the circumstances.

You understand that we, both directly and through our service provider Unit, are entitled to act on any payment instruction we receive through the Platform Services in accordance with the security procedures and you agree that your access to the Payment Services and initiation of a transaction via the Platform Services in accordance with the security procedures will have the same effect as your signature authorizing the transaction.

By providing payment instructions via the Platform, you are authorizing Unit to provide those instructions to us on your behalf in order to transfer funds and make payments in accordance with your payment instructions. We are fully entitled to act upon any payment instruction that we believe, in good faith, was transmitted or authorized by you.

You understand and agree that the Bank may alter payment data or data formats to expedite payment processing or to conform the data according to applicable payment network rules.

You assume the sole responsibility for providing us with complete and accurate payment instructions and verifying the completeness and accuracy of any payment instructions. We are not responsible for confirming or verifying your payment instructions, including, without limitation, detecting duplicate payment instructions. We are entitled to rely on the Payee information and payment instructions as you enter and/or approve them in your payment initiation request.

You may be given the ability to import your invoice information through the Platform Services provided to you by Unit, such as by capturing or uploading invoice information using your mobile device or by electronically reading invoices you upload. In such circumstances, Unit is not acting as a service provider to the Bank, but is independently providing you with the Platform Services. If you choose to use any feature of the Platform Services to import your invoice information, you remain responsible for verifying that the Payee information imported is accurate. You agree that the Bank may rely wholly on the Payee information as manually entered or otherwise inputted or approved by you to direct your payments, including any information entered or approved by you via the Platform Services.

2.3.2 Payment Request Information

Payments can be submitted for immediate or future processing via the Payment Services by submitting all information necessary for the Bank to process the payment.

You agree that the Bank may share this information with the Payee as part of making the payment. If you fail to provide us with any information we may request, or provide us with incomplete or erroneous information, we reserve the right to decline to process the payment and will not be liable to you for any damages you incur for declining or delaying in processing the applicable payment. Although we may decline to process a transaction if we believe that you have provided us with erroneous information, we have no obligation to monitor for errors or to verify the information you provide to us.

We may require additional information or documentation from you at the time you submit a payment or at any other time. The additional information we requested may include, but is not limited to, information or documentation related to your business, the purpose or nature of a specific payment, or details regarding the designated Payee or the Payor.

2.3.3 Cut-off and Delivery Times

If you submit a request to make an immediate payment before the applicable cut-off time on a business day that we are open, being 4:15 pm Eastern Time for ACH payments, 6:00 om Eastern Time for domestic wire transfer, and 5:00 pm Eastern Time for check payments (collectively “Cut-Off Time”), we will use commercially reasonable efforts to begin processing your request the same business day. If you submit a request to make an immediate payment after the applicable Cut-Off Time on a business day or on a non-business day, we will use commercially reasonable efforts to begin processing your request on the following business day that we are open. If you schedule a payment to be paid immediately or do not specify when a payment should be made, we will begin processing your request and will debit funds from your payment method immediately, subject to our cut-off times.

If you schedule a payment for a future Deduction Date, we will begin processing the payment and will debit funds from your payment method on the applicable Deduction Date, provided it is a business day (and, if it is a non-business day, it will be processed on the prior business day).

Once we initiate your requested payment to your Payee, the amount of time that it will take for your Payee to receive your payment will depend on the specific type of payment method that you selected. You may be given the option to use faster payment methods. You understand that your Payee may not consider your payment made until the Payee actually receives your funds. You acknowledge and agree that neither the Bank nor Unit makes any guarantees regarding delivery timeframes, and that any delivery timeframes that may be provided to you via the Platform Services or otherwise are estimates that are subject to change.

2.3.4 Acceptance of Nacha Rules

Where you choose to pay a Payee via ACH, you agree to comply with and be bound by the Nacha Operating Rules. You further authorize the Bank to debit your payment method in increments or as a lump sum and remit funds in accordance with your payment instructions, in each case via ACH. You also give the Bank the right to resubmit any ACH debit that is returned for insufficient or uncollected funds, or any other reason. You agree that payment transactions will be governed by the rules established by Nacha, as in effect from time-to-time, under which you are an “Originator,” the Bank is the “Originating Depository Financial Institution,” and Unit is a “Third Party Service Provider” to us. You are responsible for all claims, demands, losses, labilities and expenses (including attorneys’ fees and costs) that result directly or indirectly from your failure to perform your obligations under the Nacha rules and you shall indemnify the Bank for the same.

2.3.5 Payment Method

You will be permitted to select a payment method at the time that you initiate the payment. Different payment methods may incur different fees, which will be conveyed to you through the fee schedule provided to you when you enrolled in the Payment Services or prior to your final submission of the payment request.

2.3.6 Exception Payments

Payments to government entities, such as tax payments, and court ordered payments ("Exception Payments") may be scheduled through the Payment Services. However, such payments are discouraged and must be scheduled at your own risk. In no event will we or Unit be liable for any claims or damages resulting from your use of the Payment Services for Exception Payments. Neither we nor Unit have any obligation to research or resolve any claim resulting from an Exception Payment and all research and resolution for any misapplied, mis-posted or misdirected payments will solely be your responsibility.

2.4 Payment Processing

2.4.1 Payee's Receipt of Payments

Payments made through the Payment Services require sufficient time for your Payee to receive your payment and credit your account accordingly. To make a payment, use the Payment Services to select the date on which the Bank (or its service providers) will debit your payment method to pay a bill or an invoice ("Deduction Date"). The Payment Services may indicate an estimated Deduction Date for a payment. Neither the Bank nor Unit makes any guarantees regarding the actual Deduction Date, and any Deduction Date that may be provided to you is an estimate and is subject to change.

The actual Deduction Date may depend on several factors, such as the size of the payment and whether and to what extent the payment request is subject to our internal payment review (see Section 2.4.4 below).

You will be solely responsible for scheduling payments and selecting a Deduction Date for each payment that allows sufficient time for the payment to be delivered on or prior to the bill's due date.

2.4.2 Scheduling Payments

If you schedule a payment that is not submitted for immediate processing and has a Deduction Date in the future, you must assign it a payment method at the time of your request submission. That payment method must be valid through the Deduction Date. Once we begin processing a payment, all Payee and payment information cannot be changed.

2.4.3 Payment Method Authorization

Payments submitted for immediate processing will require successful payment method authorization at the time of submission, while payments with a future. Deduction Date will require payment method authorization on the Deduction Date indicated for the payment.

2.4.4 Payment Review

At any time after submission, your payment may be subject to review, which serves to better understand the nature of and reason for your payment. During this review process and for any reason, the Bank may place a temporary hold on the delivery of your payment for as long as reasonably required to conduct an appropriate inquiry regarding you, the Payee, your business, a bill, payment history, and other relevant circumstances and factors.

You acknowledge and agree that the Bank's ability to efficiently and effectively review your payment is reliant upon your cooperation, and you absolve the Bank from any negative impacts to the delivery of your payment arising from delayed, incomplete, or insufficient responses to our inquiries (or the failure to respond to our inquiries).

Depending on the results of this review, the Bank may clear the payment, reverse the payment, or hold the payment pending further instructions from you or an applicable third party (e.g., a government agency). The Bank also reserves the right to cancel any payment. Declined, cancelled, and returned transactions are subject to Section 2.5 below.

2.4.5 Cancelling or Modifying Payment Requests

Payments you have scheduled to occur immediately generally cannot be cancelled or modified. For payments that are not submitted for immediate processing and have a future Deduction Date, you may request via the Platform Services that we cancel or modify a payment request on or before the Deduction Date. However, neither we nor Unit shall have no liability for any failure or delay to cancel or modify any payment request.

2.5 Failed Payment Transactions

If a payment method fails to be authorized on its Deduction Date, the transaction is returned, or the Bank cancels the payment in accordance with this Agreement, the Bank will not process your payment. Payees, payment networks or carrier services may decline or return payments for various reasons such as, but not limited to, the Payee's forwarding address is expired, an invalid bank routing number or bank account number was provided, the Payee remittance address is not correct, the Payee is unable to identify an account or an applicable invoice, or the Payee account is paid in full.

The Bank will use commercially reasonable efforts to provide you with notice of declined, rejected, cancelled, returned, or otherwise failed payments (collectively, "failed payments") via the Platform or other means.

If a physical check is not deposited within ninety (90) days of the check date, we will automatically void the payment and place a "stop payment" request to prevent the check from being deposited. Once the stop payment is effective, we will return the funds to the originating deposit account used to fund the payment (minus applicable transaction fees). Notwithstanding the above, you agree that we shall have no liability for any delay or failure to void, or place a "stop payment" request with respect to, any such payment.

If a physical check has not been deposited within fifteen (15) days of the check date, we may permit you to instruct us to cancel the transaction, void the payment, and place a "stop payment" request on the check. We shall have a reasonable opportunity to act on any such request, and we shall have no liability for our delay or failure to perform any such request.

You are solely responsible for contacting the Payee regarding any “stop payment” check, and neither we nor Unit shall have any liability regarding a “stop payment” check.

You agree that neither Unit nor the Bank shall have any liability for any failed payments. The Bank will void failed payments, and you hereby authorize the Bank to credit failed payments to your original payment method (or as necessary or as we may otherwise permit, via other means), minus any applicable transaction fees. The Bank may also, in its sole discretion, hold your funds for any failed payment for a period of up to thirty (30) days and permit you to resubmit the payment request or initiate a refund (minus any transaction or other applicable fees).

2.6 Prohibited Activities; Right to Refuse Transactions

You must not use the Payment Services 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 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.

If you violate this Section 2.6, or if we suspect you are in violation of this Section 2.6, we may restrict, suspend, and/or terminate your use of the Payment Services.

2.7 Security Procedures

We require security procedures to be used in connection with initiating payments and certain other actions that you take related to the Payment Services (“Security Procedures”). The Security Procedures consist of the use of login credentials and a multi-factor authentication process to access the Third Party Application (as defined in Section 3) and Payment Services. We reserve the right to change or modify the Security Procedures. You acknowledge and agree that you consider the Security Procedures to be commercially reasonable for the size, type, and frequency of transactions that you anticipate submitting through the Payment Services. Your continued use of the Payment Services constitutes acceptance of any revised Security Procedures.

You acknowledge and agree that any Security Procedures maintained by the Bank are not intended to detect errors in the transmittal or the content of an instruction received from you or to prevent duplicate transactions. Any such error is your sole responsibility.

The Bank shall not be responsible for determining whether a Security Procedure has been breached by you or any third party. The Bank shall use commercially reasonable efforts to notify you if the Bank actually becomes aware of a breach of a Security Procedure, but in no event shall any delay or failure by the Bank to do so impose liability on the Bank for any losses sustained by you as a result of the breach.

3. TERMINATION

You may terminate this Agreement at any time by providing notice to us. We may terminate this Agreement at any time without notice, or suspend or terminate your access and use of Payment Services at any time, with or without cause, in our sole discretion and without notice. We further reserve the right to modify or discontinue, either temporarily or permanently, any portions or all of the Payment Services at any time with or without notice.

You acknowledge and agree that (i) you access the Platform Services through a third party application or website (the "Third Party Application") and your access to the Third Party Application may be terminated by the provider of the Third Party Application (in accordance with the terms and conditions of the Third Party Application), and (ii) Unit may terminate your access to the Platform (in accordance with its terms and conditions). Any such termination shall result in the automatic termination of this Agreement and the loss of the use of, and access to, the Payment Services from the Bank. You further acknowledge and agree that Unit may suspend your access to the Platform (in accordance with its terms and conditions), which will also result in the loss of the use of, and access to, the Payment Services from the Bank.

The following sections (or subsections, as applicable) of this Agreement survive termination: the sections titled Disclaimer of Warranties, Limitation of Liability, Indemnification, Arbitration, and General Provisions, and any other provision that by its terms survives termination of your use or access to the Payment Services (together with any provisions necessary to interpret or to enforce any of the foregoing provisions).

In the event of the termination or suspension of this Agreement: (i) we will use commercially reasonable efforts to (a) cancel any scheduled payments with a future Process Date that we have not yet begun processing and (b) void (and issue a "stop payment" request on) any physical checks that have not been cashed by the Payee, and, as applicable, we will credit any related funds to your original payment method (or, as necessary or as we may otherwise permit, via other means), minus any applicable transaction fees; provided, we will only provide such a credit for physical checks after the stop payment is effective; (ii) any payments instructions that we have begun processing, or that we are otherwise unable to cancel cannot be canceled and will be processed in accordance with this Agreement; and (iii) you remain fully responsible for verifying and canceling any scheduled payments in connection with any suspension or termination of your access to the services, and the payment of any outstanding fees and any other amounts owed under this Agreement. The Bank is not responsible for cancelling any scheduled payment and will not be liable for any payment processed because you did not cancel a scheduled payment or because such a scheduled payment could not be cancelled before submission for processing.

4. DISCLAIMER OF WARRANTIES

ALL PAYMENT SERVICES AND FEATURES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THE PAYMENT SERVICES OR ANY OTHER BANKING SERVICES OR FEATURES WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

5. LIMITATION OF LIABILITY

EXCEPT AS REQUIRED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE SHALL ONLY BE RESPONSIBLE AND LIABLE FOR OUR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT. WE SHALL NOT BE LIABLE TO ANY THIRD PARTY OR FOR ANY ACT OR OMISSION OF YOURS OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED

TO, 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.

EXCEPT AS REQUIRED BY LAW, WE ARE NOT LIABLE FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM OUR FAILURE TO ACT, OR ANY DELAY BEYOND TIME LIMITS PRESCRIBED BY LAW OR PERMITTED BY THIS AGREEMENT IF SUCH FAILURE OR DELAY IS CAUSED BY MAINTENANCE OR INTERRUPTION OR MALFUNCTION OF EQUIPMENT OR COMMUNICATION FACILITIES, UNUSUAL TRANSACTION VOLUME, SUSPENSION OF PAYMENTS BY ANOTHER FINANCIAL INSTITUTION, FIRE, NATURAL DISASTERS, ELEMENTS OF NATURE, GOVERNMENT ACTION, ACTS OF WAR, TERRORISM OR CIVIL STRIFE, EMERGENCY CONDITIONS, OR OTHER CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF THE BANK. EXCEPT AS REQUIRED BY LAW, OUR LIABILITY TO YOU FOR A CLAIM IS LIMITED TO THE FACE VALUE OF THE ITEM OR TRANSACTION, OR THE ACTUAL VALUE OF ANY FUNDS NOT PROPERLY CREDITED OR DEBITED. IN NO EVENT WILL WE OR UNIT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES.

WE 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.

THIS SECTION 5 APPLIES TO THE MAXIMUM EXTENT PERMITTED BY LAW, REPRESENTS A FAIR ALLOCATION OF THE RISK BASED ON THE FEES CHARGED HEREUNDER AND APPLIES EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

6. INDEMNIFICATION

You agree to defend, indemnify, and hold us and our officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, and/or subsidiaries harmless for any losses, damages, suits and expenses, including attorneys' fees and all costs of investigation and enforcement, arising out of or relating to: (i) your access to, use of, or alleged use of the Payment Services; (ii) your violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (ii) our taking any action or not taking any action that we are entitled to take pursuant to this Agreement; (iii) any action or omission by you; (iv) our action or inaction in reliance upon oral, written or electronic instructions or information from you; (v) any disputes or issues between you and any Payee or any third party; (vi) your actual or alleged fraud; and (vii) the goods or services that are the subject of or relate to any of your payment instructions.

7. ARBITRATION

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.

7.1 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 1.2. 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.

7.2 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.

7.3 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 via the contact method specified above in Section 1.2 and provide us with the opportunity to resolve your concern prior to initiating arbitration.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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 Iowa. Both you and we consent to venue and personal jurisdiction there. All parties agree to waive our right to a jury trial.

7.10 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.

8. GENERAL PROVISIONS

8.1 Entire Agreement

This Agreement is the entire understanding and agreement between you and us relating to the Payment Services. You will separately enter into terms and conditions with Units related to the Payment Services.

8.2 No Assignments

You may not assign or transfer this Agreement or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement or any of our rights or obligations under this Agreement at any time without notice. This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

8.3 No Waiver of Rights

Any waiver of any provision hereunder by Unit shall only be made in a signed writing. Unit’s failure to insist at any time upon strict compliance with any term of this Agreement, or any delay by Unit in enforcing this Agreement, or a continued course of such conduct on Unit’s part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other future exercise.

8.4 Interpretation

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Definitions in the singular also apply in the plural, and vice versa. Any rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. All of our rights related to this Agreement are cumulative and are not exclusive.

8.5 Severability

In the event that any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remainder of this Agreement shall 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.

8.6 Governing Law, Forum and Time Limits

All actions relating to this Agreement will be governed by the laws and regulations of the United States and the State of Iowa, 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 Iowa and that you will be subject to such court's jurisdiction. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, (I) ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE, (II) THE DEFENSE OF AN INCONVENIENT FORUM, AND (III) ANY RIGHT TO A JURY TRIAL.

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 Iowa law provides for a shorter time. If federal or Iowa law requires a longer time period than the time periods in this Agreement, you agree to the shortest time period permitted under the law.

8.7 Agreement to Conduct Business Electronically

The parties agree to conduct business electronically. The parties acknowledge that any electronic signature has the same legal effect as a physical signature.

8.8 No Third Party Beneficiaries

Nothing herein, whether expressed or implied, shall be construed to give any person other than you or us any legal or equitable right, remedy or claim under or in respect of this Agreement, and no action may be commenced or prosecuted against a party by any third party claiming it is a third party beneficiary of this Agreement.

8.9 Cell Phone Communications

By providing us with your telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving non-marketing communications at that number—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an auto-dialer—from us and our affiliates, agents and third-party service providers. This consent applies to all telephone numbers you provide to us now or in the future. Your telephone or mobile service provider may charge you for these calls or messages. You also agree that we may record or monitor any communications for quality control and training purposes.

8.10 Force Majeure

We shall not be responsible or liable for any delay or failure in providing the Payment Services caused by the occurrence of unforeseeable and/or unavoidable circumstances beyond its reasonable control, including, without limitation, acts of God, fire, failures of computer, internet, or communication services, flood, war, pandemics or epidemics, government action, earthquakes, explosions, terrorism, embargoes, or industrial disturbances.