

This Agreement is entered into between Prospect Bank (the "Bank") and any customer of the Bank who subscribes to retail Internet Banking ("Online Banking"). The customer is referred to in this Agreement as "you" or "your." The Bank is referred to in this Agreement as "Bank," "us," and/or "our." The internet banking service is referred to as "Online Banking". You should carefully read this Agreement, the Bank's instructions on the use of Online Banking and Bill Pay, as they may exist and as may be amended from time to time ("Instructions"). If you use Online Banking or permit another to use Online Banking on your behalf, you agree to the terms and conditions stated in this Agreement. You must follow all of our instructions and procedures applicable to the services covered by this Agreement.

1. Other Accounts, Loan Agreements and Services

These terms and conditions are in addition to those that apply to any accounts you may have with us, loan or credit agreements, or any other services you obtain from us, including your signature card, the account and depositing disclosures, agreements, and fee schedules, the terms and conditions of any loan or credit agreements, the accompanying schedules and disclosures, and any change of terms notices. If you have more than one account or other relationship with us, you may "link" the relationships together as we permit. Accounts that are linked under Online Banking must have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account (see section 16).

2. Electronic Fund Transfer Act and Regulation E

The Electronic Fund Transfer Act (EFTA) and its implementing regulation, Regulation E ("REG E"), govern some of the transactions permitted through Online Banking. Some of the terms and conditions of this Agreement are disclosures required by REG E.

3. Computer Requirements

You will be required to assure any computer and browser software used for accessing Online Banking meets the minimum requirements. (In this Agreement, your computer and the related equipment are referred to together as your "Computer"). You must have a computer and an internet browser that will support 128 bit encryption. You will also need internet access through an Internet Service Provider (ISP) and access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures and statements. You are responsible for the installation, maintenance, and operation of your Computer and your software. The risk of error, failure, or nonperformance is your risk and includes the risk that you do not operate your Computer or your software correctly. The Bank is not responsible for any errors or failures from any malfunction of your Computer or your software. The Bank is not responsible for any Computer virus related problems that may be associated with the use of the Online Banking system. The Bank shall have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your Computer or your software. THE BANK MAKES NO WARRANTY TO YOU REGARDING YOUR COMPUTER OR YOUR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Access Code

When you enroll in Online Banking you will create a User ID and a Password (the User ID and Password collectively are referred to as the "Access Codes"). You will need the Access Codes to gain access to Online Banking. Use of the Access Codes is the agreed security procedure between you and the Bank. Keep your Access Codes confidential in order to prevent unauthorized use and possible loss to your accounts. Anyone to whom you give or disclose your Access Codes will have full access to your accounts, even if you attempt to limit that person's authority. There is no charge if you change your Access Codes

for security reasons. If you forget your Access Codes you must contact the Bank to have new temporary Access Codes issued to you. It may take several days before you receive these Access Codes. Under no circumstances should a Bank employee request your Access Codes (including your Password) through Online Banking, over the Internet, or through other contact. Do not respond to any such request, even if the person claims to represent the Bank.

5. Security

The Bank is committed to the security of its customers' accounts and account information. Similarly, you must take every precaution to ensure the safety, security, and integrity of your accounts and transactions with Online Banking. The Access Codes are the Access Devices to your accounts and other services provided herein; providing the Access Devices to another person effectively constitutes a grant of authority to access your accounts under REG E. The following guidelines should assist you in these efforts: Do not give or disclose any part of your Access Codes to anyone, including any Bank employee, particularly while on the telephone or online or while using the Internet. Do not leave your account information out in an open area accessible by others, including your Computer screen. Do not send your Access Codes or privileged account information over any public or general e-mail system. Do not leave your Computer unattended while you are connected to Online Banking. Please observe these guidelines. Remember, you may be held liable for the unauthorized use of your Access Codes (see section 15.1).

6. Online Banking Services

To subscribe to Online Banking, you must have at least one account with the Bank. Your Online Banking subscription includes a Basic Service Package free of charge, and additional Products and Services, for which service fees may be charged.

Basic Service Package includes:

- Balance information on checking, savings, money market, certificates of deposit, lines of credit, installment loans, and mortgage loans
- Transfer of funds between transaction accounts
- Payments to loans at this Bank
- Stop payments on checks that you have written
- Search transaction history
- Alerts (set up account notifications and transaction alerts)

Additional Products and Services include:

- ePay (bill payment service)
- eStatements
- eMobile
- External Transfers

These lists are not exhaustive and the Bank may offer additional services in the future. This Agreement is intended to cover all services offered by Online Banking, including future services. In most cases you may use Online Banking to gain access to deposit accounts in which you have an unrestricted right to withdraw funds and line of credit accounts in which you have an unrestricted right to borrow money. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking account access, restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

7. Description of Online Banking Functions/Services

Depending on your particular Online Banking subscription, you may perform some or all of the following transactions:

7.1 Banking Functions

If you subscribe to this service, you, or someone you have authorized by giving them your Access Codes, may use Online Banking to: (a) transfer funds between your accounts, (b) obtain account balances and transaction information for your accounts, (c) review the history of transactions, and (d) send electronic mail (e-mail) to Customer Service Representatives at the Bank. These features of Online Banking are limited by and subject to the terms and conditions described below: Your ability to transfer funds between certain accounts is limited by federal law, as stated in the Deposit Agreements. For example, you can make no more than six (6) transfers from a savings or money market savings account during any one (1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four weeks, to another of your accounts with us or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction or by check, draft, debit card, or similar order made by you and payable to third parties. A "preauthorized transfer" includes any arrangements by us to pay a third party from your account upon written or oral instruction (including an order received through an automated clearing house (ACH) or any arrangement by us to pay a third party from your account at a predetermined time or on a fixed schedule). Transfers made using both Online Banking and other transfer methods described in the Deposit Agreements are counted against the permissible number of transfers. Instructions to transfer funds between deposit accounts must be sent by 4:00 p.m. Central Time to be processed the SAME business day. Transfers received after 4:00 p.m. Central Time will be processed ONE business day later. Each transfer made from a loan account (e.g., an overdraft checking account) is treated as a cash advance from that account and is subject to terms of any loan or other applicable agreement you may have with the Bank. The Bank will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Bank immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts, you should contact the Bank immediately by calling our Online CSR (see section 12). The Bank will not take actions based on your e-mail requests until the Bank actually receives your message and has a reasonable opportunity to act. Transaction information for your accounts will be available from Online Banking for a period of no more than 60 days prior to the date of the inquiry. The Bank reserves the right to limit the frequency and dollar amount of transactions from your accounts for security or credit reasons, as the Bank may determine at any time and from time to time in its sole discretion.

7.2 Bill Payment Service

The Bill Payment service is an electronic payment system that permits you to initiate and authorize payments from your accounts to payees that you have selected in advance to receive payments by means of this service. (A "payee" is a person or business you are paying.) You have the option of setting up a payee as one of two bill payment types: (1) scheduled payments, which are payments of a fixed amount that are paid at a regular time interval, such as monthly (e.g., rent, mortgage, etc.); and (2) on demand payments, which are payments that vary in amount and/or date (e.g., utility, credit card, etc.). After you have established a scheduled or on demand payment authorization, the Bank will automatically execute bill payments according to your instructions until you have properly notified the Bank, in accordance with the Bank's procedures in effect at that time, of any cancellation of or change to

your instructions. To subscribe to Bill Payment ("ePay"), you must have at least one checking account with the Bank. If you subscribe to this service, you may use ePay to make payments from one checking account, designated by you as your Primary Account. An account that requires two or more signatures to make withdrawals may not be designated as a Primary Account. To pay bills using ePay, you must use your Computer and the software to authorize a payment from your Primary Account. After your instruction is received, payment will be made electronically or by preparing a paper check to the payee via first class mail. You must set the payment date to at least ten (10) business days for checks and three (3) days for electronic prior to the date you wish the payment to reach the merchant. Our cut-off for payments is 8 pm CST; but, this cut-off time is not universal since some companies have their own cut-off. You may use ePay to authorize automated recurring payments in order to pay recurring bills. These payments must be for the same amount each month and they will be sent on the same calendar day of each month, or on the following business day if the regular payment day falls on a Saturday, Sunday, or Federal Banking Holiday. When you have entered and transmitted a payment instruction, you authorize the Bank to reduce the Primary Account accordingly. Funds for payments are deducted from your account on the day specified by you for electronic payments. If paid by check, the funds will come out of your account on the day that the check clears the bank. If there are insufficient funds in the Primary Account to make payments you have authorized, The Bank may either refuse to pay the item or it may make the payment and thereby overdraw the Primary Account. In either event, you are responsible for any non-sufficient funds ("NSF") or overdraft charges the Bank may impose, as stated in the Deposit Agreements. Your ePay account may be suspended if payments are returned for any reason. The Bank reserves the right to refuse to honor payment requests that reasonably appear to the Bank to be fraudulent, incomplete, erroneous, or if you do not follow the Bank's instructions for ePay. In addition, the Bank will not be able to execute any bill payment if the payee cannot or will not accept such payment. Using ePay, you can only pay payees with United States addresses. While most payments can be made using ePay, the Bank reserves the right to refuse to pay certain payees. The Bank also reserves the right to terminate your use of the Bill Payment service (see section 15 for additional Customer Responsibilities). Enrollment in this service is optional. You will also be bound by the additional Terms and Conditions of ePay that will be provided upon enrollment.

7.3 eProducts

In addition to ePay, described above, the Bank provides the following eProducts within Online Banking:

- Alerts – This service allows you to set up a variety of account balance or transaction alerts that will be sent to your email or mobile device when they occur.
- eMobile – This service allows you to view and receive account alerts, view account activity, transmit mobile deposits, and transfer funds between your bank accounts from your mobile device. Enrollment in this service is optional. You will also be bound by the additional Terms and Conditions of eMobile that will be provided upon enrollment.
- eStatements – This service allows you to receive your account statements through Online Banking instead of receiving paper statements by mail. You will receive an email to your primary e-mail address whenever your eStatement is ready. Enrollment in this service is optional. You will also be bound by the additional Terms and Conditions of eStatements that will be provided upon enrollment.

7.4 External Transfers

The Bank offers External Transfer services by means of electronic transfers. These services include both one-time and recurring transfers. A one-time external transfer transaction is an electronic transfer

request that is a single transaction without instructions to repeat at a future date. Recurring transfers are for transfers arranged in advance to be paid on two or more future dates. The External Transfer service allows for both inbound and outbound transfers. Inbound transfers are initiated through this service and deposited to an account held at the Bank from an account at another institution. Outbound transfers are initiated through this service to send funds from an account held at the Bank to an account at another institution. You must be the owner of the account at the Bank and the account at the other institution. You agree that you will only attempt to register accounts for which you have the authority to transfer funds. You will be required to complete the verification process for each account held outside the Bank that will be utilized with the External Transfer service. There is no fee to initiate inbound external funds transfers. There is a \$.50 per transfer charge for outbound external funds transfers. The minimum transfer amount is \$10.00.

- Standard Transfers – Standard transfers require a minimum of 3 business days for the transfer to be completed. The cut off time for standard transfers is 8:00 p.m. Central Time. Any transfer made after the cut-off time will be initiated the next business day.
- Next Day Transfers - Next Day transfers require a minimum of one business day for the transfer to be completed. In order to complete a next day transfer you must have no history of negative activity or NSF items related to External Transfer. For inbound next day transfers, you must have successfully completed an inbound transfer of \$500.00 or greater and it must be 5 days since the last qualified transfer. The cut off time for next day transfers is 3:00 p.m. Central Time. Any transfer made after the cut-off time will be initiated the next business day.

The following transaction limits apply to the External Transfer Service:

Type	Transaction Limit	Daily Limit	Monthly Limit
Standard Inbound	\$5,000.00	\$5,000.00	\$10,000.00
Standard Outbound	\$5,000.00	\$5,000.00	\$10,000.00
Next Day Inbound	\$2,000.00	\$2,000.00	\$5,000.00
Next Day Outbound	\$2,000.00	\$2,000.00	\$5,000.00

You will periodically receive messages to your primary e-mail address during the external funds transfer process. These messages will provide information pertaining to the trial deposit process, confirm account linkages, and contain status updates for transfers in progress. Your primary e-mail address is defined in Online Banking and you are responsible for updating the address should it change.

The Bank reserves the right to refuse to complete transfer requests using External Transfer. The Bank also reserves the right to terminate the use of the External Transfer service. You must have sufficient funds in the designated account for the requested External Transfer at the time of the withdrawal. If sufficient funds are not available to complete the External Transfer, the transfer request will not be fulfilled and the External Transfer service may be suspended or terminated. You are also bound by the additional Terms and Conditions of the External Transfers service that is provided at the end of this disclosure and titled Account to Account Transfer Terms of Service.

8. Third Party Software; Virus Protection

The Bank makes no representations or warranties regarding the accuracy, functionality, or performance of any third party software that may be used in connection with Online Banking (e.g., Quicken, Microsoft

Money). The Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage you to routinely scan your Computer, diskettes, and software using a reliable virus product to detect and remove any viruses found. Undetected or unrepaired viruses may alter, corrupt, damage, or destroy your programs, files, and even your Computer. Additionally, you may unintentionally transmit the virus to other computers, diskettes, and software.

9. Fees

Access to Online Banking is provided at no charge. Depending on which services within Online Banking you subscribe to, you may be charged the applicable fee. The Online Banking Fee Schedule is provided below. The Bank may change or add any fees for Online Banking by the following procedures outlined in Section 26 for amending this Agreement. In addition to the fees noted here, the service charges and fees provided for in the Deposit and Line of Credit agreements, if applicable, will continue to apply. You authorize the Bank to deduct all applicable Fees from the Primary Account you have specified. The Bank is not responsible for any telephone and Internet Service fees you incur in connection with your use of Online Banking.

FEE SCHEDULE

Account Access: No fee

ePay (Bill Payment) Access: No Fee

Popmoney Transfers (within ePay): \$.50 per transfer

External Transfers (Standard and Next Day) Outbound: \$.50 per transfer

External Transfers (Standard and Next Day) Inbound: No fee

10. Right to Stop Payment

Under the EFTA you have certain stop-payment rights and obligations for "preauthorized electronic fund transfers". A PEFT is an electronic fund transfer that is authorized in advance and is scheduled to recur on a periodic basis. One-time transfers authorized in advance, however, are not PEFTs and are instead governed by section 10.2.

10.1 Preauthorized Electronic Fund Transfer. You can stop any PEFT by calling or writing to us (see Section 12 for telephone number and address) at least three (3) business days before the payment is scheduled to be made. If you stop payment by telephone, we may also require you to send us your request in writing within fourteen (14) days after you call.

10.2 Electronic Fund Transfer Authorized in Advance. You may have an opportunity to stop a one-time transfer authorized in advance by calling or writing to us (see Section 12 for telephone number and address) at least three (3) business days before the payment is scheduled to be made. The EFTA, however, does not obligate us to honor this request, and we do not guarantee that such a stop-payment will be made on time. Furthermore, you should realize that a one-time electronic fund transfer is irrevocable and cannot be stopped if it is scheduled to be made within three business days of our receiving of the note.

10.3 Fees for Stop-Payment.

We will charge you \$25.00 for each stop-payment order you give.

11. Overdrafts: Order of Payments, Transfers, and Other Withdrawals

If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than

through Online Banking on the same business day as an Online Banking transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the Online Banking transfer or bill payment to be made, then the electronic funds transfer will have priority and the Online Banking transfer or bill payment will be refused or will result in an overdraft on your account. This is at the Bank's discretion.

12. Reporting Unauthorized Transactions or Theft or Loss of Access Codes

If you believe that an unauthorized transaction has been made from your account, or if your Access Device has been lost or stolen, alert the Bank immediately by calling Online Support at: 877-465-4154 or write the Bank at:

Electronic Banking Department
Address: PO BOX 400
Paris, IL 61944

Hours: Monday-Friday 8:00 a.m. to 4:00 p.m.
(holidays excluded)

Telephone: 877-465-4154
Fax: 217-463-9014

or you can e-mail the Bank contact at electronicbankingemail@bankprospect.com. Quickly telephoning us is the best way of reducing your potential losses.

13. Periodic Statements

Your Online Banking payments and transfers will be indicated on monthly statements we provide or make accessible by mail or delivery service. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are errors or unauthorized transactions in any statement, or statement information.

14. Business Days and Hours of Operation

The Online Banking service is generally available twenty-four (24) hours a day, seven (7) days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Saturday, Sunday, and Federal Banking Holidays are not included. Any transaction(s), including scheduled payments, to be made on a day that is not a business day will be credited, completed, or made on the next business day.

15. Customer's Responsibility

You must have enough available money or credit in any account from which you instruct us to make a payment or transfer, or for you to engage in any other transaction involving the payment or transfer of funds. You are responsible for all transactions and bill payments you authorize or make using Online Banking, including any transactions or bill payments that you may unintentionally or inadvertently authorize or make, and any losses, charges, or penalties incurred as a result. If you permit other persons to use Online Banking or your Access Device, you are responsible for any transactions they authorize from your deposit and credit accounts, including any losses, charges, or penalties incurred as a result. In regard to ePay, you are responsible for providing us with the proper payee (i.e., merchant) identification information, including the payee's address, telephone number, and your identification or account

number with the payee. If you instruct us to make an electronic fund transfer to a particular payee and fail to give us the correct identification information, we are not responsible or liable for such a transfer. You should take the matter up with the payee receiving the funds in correcting such a transaction. It is your responsibility to authorize your bill payments in such a manner that your bills may be paid on time. You are responsible for any late payment or finance charges that may be imposed as a result of your failure to do this.

15.1 Customer Liability.

You should notify the Bank immediately if you believe any of your accounts have been accessed or your Access Codes have been used without your permission. Contacting the bank immediately, especially by telephone, will help you reduce your potential losses.

If someone used your Access Device without your permission, you can lose no more than \$50.00 if you notify the Bank within two (2) business days of discovering any unauthorized use of your Access Device. However, you can lose as much as \$500.00 if you do not notify the Bank within two (2) business days of discovering the unauthorized use and the Bank can prove that it could have prevented the unauthorized use had it been notified.

If you do not report unauthorized transactions that appear on any of your periodic statements within sixty (60) days after such statements are mailed to you, you risk unlimited losses on transactions made after the (60) day period has past if the Bank can show that it could have prevented the unauthorized use had it been notified within this sixty (60) day period. At the Bank's sole discretion, we may extend the time periods.

You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

16. Joint Accounts

The provisions of this section apply if any of your accounts with us is a joint account. As a holder of a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone may perform transactions, obtain information, stop or change payments or transfers, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of, or notify any other of you. However, each of you will only be permitted to access accounts for which you are an owner or authorized user; therefore you must each have an individual sign on.

Each of you individually releases us from any liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your Online Banking account. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.

17. Bank's Responsibility

The Bank is responsible for completing transfers and bill payments on time according to your properly

entered and transmitted instructions. However, the Bank will not be liable for completing transfers and bill payments:

If, through no fault of ours, you do not have enough available money in the account from which a payment or transfer is to be made, if the account has been closed, frozen, or is not in good standing, or if we reverse payment or transfer because of insufficient funds;

If any payment or transfer exceeds the credit limit of any account or under the Instructions of this Agreement;

If you have not properly followed software or Online Banking instructions on how to make a transfer, bill payment, or other transaction;

If you have not given the Bank complete, correct, and current instructions, account numbers, Access Codes, or other identifying information so that the Bank can properly credit your account or otherwise complete the transaction;

If you do not authorize a bill payment soon enough for your payment to be made to the payee by the time it is due;

If the Bank makes a timely bill payment but the merchant nevertheless does not credit your payment promptly after receipt;

If you receive notice from a merchant or other institution that any payment or transfer you have made remains unpaid or has not been completed, and you fail to notify us promptly of that fact;

If withdrawals from any of your linked accounts have been prohibited by a court order such as a garnishment or other legal process;

If your Computer, your software, or Online Banking was not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or bill payment;

If you, or anyone you allow, commits fraud or violates any law or regulation;

If circumstances beyond the Bank's control prevent making a transfer or payment, despite reasonable precautions that the Bank has taken. Such circumstances include telecommunications outages, postal strikes, delays caused by payees, fires, and floods. There may be other exceptions to the Bank's liability as stated in the deposit, line of credit, credit card, and other Bank agreements.

In addition, the Bank will not be liable for indirect, special, consequential, economic, or other damages arising out of the installation, use or maintenance of Online Banking and/or its related equipment, software, or online services.

18. Disclosure of Account Information To Others

To the extent necessary to carry out the Online Banking functions, the Bank may disclose information about your accounts to third parties in the following instances:

Where it is necessary for completing transfers and bill payments;

In order to verify the existence and condition of a Payment Account, such as a credit bureau, merchant, or for a payee or holder of a check issued by Online Banking;

In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process, or in order to give information to any government agency or official having legal authority to request such information;

To protect and enforce our rights;

If, in the Bank's judgment, a third party, including affiliates of the Bank, has a legitimate business purpose for obtaining such information, including offering you products or services; and if you give us your written permission (which may be by electronic or telecommunications transmission as well as on

paper).

19. Notices and Communications

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through our Online Banking service or at the last known e-mail address that we have for you in our records.

Notices from you will be effective when received by mail at the address specified in the Agreement.

20. E-mail Communications

You should realize that e-mail transmissions are not secure. Therefore, do not send us or ask us for confidential or sensitive information, such as your Access Codes (including your PIN), account numbers, or financial information over any general or public e-mail system.

21. Error Resolution

This section applies only to electronic funds transfers governed by the EFTA and REG E. In case of errors or questions about your Online Banking transactions, please telephone Online Support (see Section 12). If you think your statement is wrong or if you need more information about a transaction listed on the statement, the Bank must hear from you no later than sixty (60) days after it sends or delivers to you the FIRST statement on which the problem or error appeared. If you requested more information about a problem or error, the Bank must hear from you within sixty (60) days after it sends or delivers that information to you.

Tell us your name and account number(s).

Tell us the type, time, and date of the transaction and the dollar amount of the suspected error. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, check number, and payee account number for the payment in question.

If you tell the Bank orally, it may require that you send in your complaint or question in writing within ten (10) business days after we hear from you and will then in good faith attempt to correct any error promptly.

If the Bank needs more time, however, it may take up to forty-five (45) days to investigate your complaint or question, in which case, the Bank will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes the Bank to complete its investigation. If the Bank asks you to put your complaint or question in writing and does not receive it within ten (10) business days, the Bank may not re-credit your account. If the Bank decides that there was no error, it will send you a written explanation within three (3) business days after it finishes its investigation. You may ask for copies of the documents that the Bank used in its investigation.

22. Information Authorization

You agree that the Bank reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Bank reserves the right to obtain financial information regarding your account(s) from a merchant or other institution to resolve payment posting problems.

23. Data Recording

When you contact Online Banking to conduct transactions, the information and e-mail messages you enter will be recorded. By using Online Banking, you consent to such recording.

24. Tape Recording

You agree that we may tape record any telephone conversations you have with us regarding the services covered by the Agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

25. No Signature Required

When using Online Banking to pay bills, you agree that the Bank, without prior notice to you, may debit any payment account(s) to pay checks that you have not signed by hand or by legally acceptable form of electronic signature (e.g., digital signature). When using Online Banking to make transfers from credit accounts, you agree that the Bank, without prior notice to you, may take any action required to obtain cash advances on your behalf, including charging your linked credit account at the Bank without your handwritten or legally acceptable electronic signature.

26. Amendment of this Agreement

Where the EFTA and REG E apply, the Bank may amend this Agreement at any time by sending notice to you by mail or, to the extent permitted by law, by e-mail or electronic communication through Online Banking, at least twenty-one (21) days before the effective date of the amendment. Where the EFTA and REG E apply, notice is always required if the change would result in:

Increased fees for the customer;
Increased liability for the customer;
Fewer types of available electronic fund transfers; or
Stricter limitations on the frequency of dollar amount of transfers.

If the EFTA and REG E apply, we are not required to give notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an account or an electronic fund transfer system. However, if such a change is permanent, and disclosure would not jeopardize security, we will notify you in writing on or with the next regularly scheduled periodic statement or within thirty (30) days of making the change permanent.

If the EFTA and REG E do not apply to a particular transaction, and other state or federal laws do not specify any notice or other requirements for an amendment, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

Your continued use of Online Banking is your agreement to any amendment(s) of the Agreement, including the Instructions as may be amended from time to time.

27. Assignment

The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.

28. Termination

Either you or the Bank may terminate this Agreement and your Online Banking subscription at any time upon giving written notice of the termination to the other party. If you terminate Online Banking, you authorize the Bank to continue making transfers and bill payments you have previously authorized and continue to charge monthly fees until such time as the Bank has had a reasonable opportunity to act upon your termination notice. Once the Bank has acted upon your termination notice, the Bank will make no further transfers or payments from your accounts, including any transfers or payments you have previously authorized. If the Bank terminates your use of Online Banking, the Bank reserves the right to make no further transfers or payments from your accounts, including any transactions you have previously authorized.

29. No Waiver

The Bank shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising its rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

30. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

31. Governing Law

Regardless of where you live or work or where you access Online Banking, this Agreement will be governed by, and construed in accordance with, the laws of the State of Illinois and the federal laws of the United States of America. [The law governing any deposit account subject to this Agreement will be that of the state in which the deposit account is located.]

32. Enforcement

In the event either party brings legal action to enforce the Agreement or collect overdrawn funds on accounts accessed under the Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the State of Illinois, if allowed by applicable law.

33. Severability

Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intent of the Agreement, and the remaining portions shall remain in full force and effect.

Prospect Bank Alerts Terms and Conditions

Alerts. Your enrollment in **Prospect Bank** Online Banking and/or Mobile Banking (the "**Service**") includes enrollment to receive transaction alerts and notifications ("**Alerts**"). Alerts are electronic notices from us that contain transactional information about your **Prospect Bank** account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as **scheduled payments made, scheduled payments cancelled and mobile deposits**. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **Alerts** menu within **Prospect Bank** Online Banking and **Alerts** menu within **Prospect Bank** Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. **Prospect Bank** reserves the right to terminate its Alerts service at any time without prior notice to you.

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

Alerts via Text Message. To stop Alerts via text message, **text "STOP" to 96924 at anytime.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **Prospect Bank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 96924. In case of questions please contact customer service at 877-465-4154. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. **Prospect Bank** provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **Prospect Bank's** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **Prospect Bank**, its directors, officers, employees, agents, and service providers liable for losses or damages,

including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

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

Prospect Bank Account to Account Transfer Terms of Service

1. Introduction. This Account to Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and Prospect Bank (hereinafter "we" or "us") in connection with the Account to Account Transfer Service (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered.

2. Description of Account to Account Transfer Service. The Account to Account transfer service (the "Account to Account Transfer Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

3. Definitions.

- a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- c. "Affiliates" are companies related by common ownership or control.
- d. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- e. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account to Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.
- f. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- g. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- h. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.
- i. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.

4. Service Providers. We are offering you the Account to Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account to Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account to Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account to Account Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Account to Account Transfer Service. You agree that we have the right under this Agreement to delegate to Service

Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

5. Authorization and Processing.

- a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 2. The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 3. The transfer is refused as described in Section 10 (Refused Transfers) below;
 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- d. It is your responsibility to ensure the accuracy of any information that you enter into the Account to Account Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

6. Transfer Methods and Amounts. There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. You may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Account to Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

7. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Account to Account Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

8. Stop Transfer Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Account to Account Transfer Service pursuant to Section 26 (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

9. Account to Account Transfer Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

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

11. Returned Transfers. In using the Account to Account Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

12. Notices to Us Regarding the Account to Account Transfer Service. Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must be sent by postal mail to: Prospect Bank, Attn: Electronic Banking Department, PO Box 400, Paris, IL 61944. We may also be reached at 877-465-4154 for questions and other purposes concerning the Account to Account Transfer Service. We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

13. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Account to Account Transfer Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text

message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Account to Account Transfer Service setup or customer profile. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Account to Account Transfer Service if you withdraw your consent to receive electronic communications.

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

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

16. Your Privacy; Privacy of Others. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Account to Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account to Account Transfer Service.

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

18. Prohibited Transfers. The following types of transfers are prohibited through the Account to Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Transfers that violate any law, statute, ordinance or regulation; and
- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
- d. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a

crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

- e. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Transfers relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

19. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Account to Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account to Account Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Account to Account Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

20. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Account to Account Transfer Service in the manner set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which

you access the Account to Account Transfer Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

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

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

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

23. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Account to Account Transfer Service, changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting customer care for the Account to Account Transfer Service as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

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

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

25. Account to Account Transfer Service Termination, Cancellation, or Suspension. If you wish to cancel the Account to Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account to Account Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

26. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no

later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:

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

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

28. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Account to Account Transfer Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Account to Account Transfer Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not

control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

29. Password and Security. If you are issued or create any password or other credentials to access the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. See also Section 20 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

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

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

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

33. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Account to Account Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Account to Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

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

35. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established

alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

36. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 (Arbitration) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

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

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

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

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

LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

41. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ACCOUNT TO ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT TO ACCOUNT TRANSFER SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

42. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32- 42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

IF YOU WISH TO ESTABLISH ONLINE BANKING SERVICES WITH THE BANK AND IF ALL OF THE FOREGOING IS ACCEPTABLE TO YOU, YOU MAY PROCEED TO COMPLETION OF THE ENROLLMENT PROCESS BY CLICKING THE ACCEPT BUTTON.

WHEN YOU CLICK ACCEPT TO CONTINUE, YOU WILL BE SAYING THAT YOU ARE THE AUTHORIZED PERSON ON THESE ACCOUNTS AND YOU WILL BE ACKNOWLEDGING AND AGREEING THAT THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT WILL APPLY TO AND GOVERN YOUR USE OF ONLINE BANKING.