

PRIORITYONE BANK ONLINE BANKING TERMS AND CONDITIONS

E-SIGN AGREEMENT

PriorityOne Bank provides you with the opportunity to electronically receive required disclosures associated with your Bank accounts and electronic services. The following Agreement applies to all electronic products, services, disclosures and communications.

Before obtaining products or services or receiving disclosures and communications electronically, you must read and indicate your acceptance of the terms below. Requirements: You must maintain minimum computer hardware and software requirements in order to receive and retain the information communicated to you in electronic form. By consenting to access and receive information electronically, you also verify that you meet the following required hardware and software requirements:

1. A personal computer or other device capable of accessing the internet.
2. A web browser which supports 128-bit SSL encrypted communications.
3. Software that permits you to receive and access PDF files, such as Adobe Acrobat Reader.
4. Broadband or a high-speed internet connection. A dial-up connection may be too slow.

Consent to Receive Electronic Disclosure:

1. We will provide disclosures in a clear, conspicuous manner that you can print and/or store using the hardware and software specified within this Agreement.
2. You understand your right to revoke this Agreement and thereby withdraw consent to communicate with us electronically. In order to withdraw consent and terminate this agreement, you must notify us, in writing or by telephone, 30 days in advance of this decision at the address or number below. There are no fees associated with rescinding this agreement.
3. You understand that we will not normally mail paper copies of the disclosure or account statements received electronically. To obtain a paper copy of any disclosure, contact PriorityOne Bank at the address or phone number below. Applicable research fees may be billed to your account.
4. You agree to notify us immediately if you are unable to access any of the information that has been delivered in an electronic form or manner.
5. You are responsible for maintaining an accurate e-mail address in which to receive e-mail notifications. You are required to update us with any changes by calling or writing us at the number or address below.

Contact Us:

E-mail: You can contact us by e-mail at support@priorityonebank.com. (Please note that banking transactions through the System are not made via e-mail.)

Telephone: You can contact your local branch during Business Hours or Online Customer Service on Monday thru Friday except Holidays from 8:00 AM to 5:00 PM Central Time at (601) 849-6435 or 1(866) 639-9820.

Postal Mail: You can write to us at: PriorityOne Bank, Online Banking Department, 220 Main Avenue North, PO Box 516, Magee, MS 39111-0156.

In Person: You may visit us in person at any one of our branch locations nearest you.

GENERAL TERMS AND CONDITIONS

By using PriorityOne Bank Online Banking, you accept all the terms and conditions of this Agreement. The terms and conditions apply to each of our System Services which you use. Please read and review it carefully. PriorityOne Bank recommends you print this Agreement for your records. The terms and conditions of the deposit Agreements and disclosures for each of your PriorityOne Bank accounts as well as your other Agreements with PriorityOne Bank, such as loans, continue to apply notwithstanding anything to the contrary in the Agreement.

Users of PriorityOne Bank Online Banking should always check the Agreement for revision date to ensure they have reviewed the most recent version of this agreement located within your online banking. PriorityOne Bank may modify our terms and conditions for use of this site at any time. Your continued use of Services constitutes acceptance of the revised Terms and Conditions. This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Mississippi, except that any conflict of laws rules of that jurisdiction that may require reference to the laws of some other jurisdiction shall be disregarded. Any lawsuit brought to enforce any provision of this Agreement shall only be brought in a state court in Simpson County, Mississippi, or the nearest federal court to said County. If any provision of this Agreement is found to be unenforceable according to its terms,

all remaining provisions will continue in full force and effect. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and PriorityOne Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. No employee of the bank or any company affiliated with the bank will contact you via e-mail or phone requesting your account information or security information. If you are contacted by anyone requesting this information, please contact us immediately.

With this agreement, you do the following:

1. You represent to the bank that the device you intend to use in connection with Services meets the requirements above;
2. You agree to receipt of this Agreement and all updates to this Agreement in electronic form;
3. You represent that you have read this Agreement and understand its terms and conditions; and
4. You agree to the terms and conditions in this Agreement. (Note: clicking "Accept" below is just as binding as manually signing the Agreement.)

Definitions

As used in this Agreement, the following words have the meanings given below.

1. **We, our, us, and Bank** means PriorityOne Bank, the depository institution that holds one or more accounts accessed by the Service.
2. **You and your** refers to the accountholder authorized by Bank to use the System under this Agreement and anyone else authorized by that accountholder to exercise control over the Accountholder's funds through the System.
3. **Account or accounts** means your accounts at Bank.
4. **Electronic funds transfers** means ATM withdrawals, Telephone Banking transfers, preauthorized transactions, point of sale transactions, and transfers to and from your Bank accounts using the System, including bill payments.
5. **SYSTEM Services** means the services provided pursuant to this Agreement.
6. **Business days** means Monday through Friday. Bank Holidays are not included.

Online Banking E-Mail Communications

In general, communications sent over the public Internet are not necessarily secure. Therefore, we will not send, and we strongly suggest that you do not send, any confidential account information. We will not respond to account information related questions sent via Internet e-mail. Correspondence that requires expeditious handling – for example, if you need to report an unauthorized transaction from one of your accounts, or if you need to stop payment on a check you have issued, should be made by calling the Bank. The Contact Us information is provided above.

Unless you have instructed us otherwise, you agree that PriorityOne Bank may send you electronic messages about other products or services we offer. You also agree that we may respond to any electronic message that you send us by electronic mail, such as responding to any claim of unauthorized electronic funds transfer. Any electronic message sent to you by the Bank shall be considered as if it were sent by U.S. Mail, postage prepaid, and shall be considered received within three days of the date sent by the Bank, regardless of whether you sign on to the Service within that time frame.

Service Availability

Online Banking with PriorityOne Bank is available 365 days a year. However, it is necessary to interrupt the Service on a scheduled basis to perform periodic System and account maintenance. We will attempt to schedule these maintenance periods at a time most convenient to our customers. During these periods, customers may be notified of the maintenance activities by an informational screen that is displayed on Bank's website, <https://www.priorityonebank.com>.

Fees and Charges

You agree to pay the fees and charges for your use of System Services as set forth in the current Schedule of Fees. You agree that all such fees and charges will be deducted from your PriorityOne Bank checking account. You agree

to pay any additional reasonable charges for services you request which are not covered in this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of System. PriorityOne reserves the right to charge for People Pay. Fees separately disclosed to you in connection with your account apply when using the System.

Posting of Transfers

Transfers initiated through the System before 6:00 p.m. (CT) on a business day are posted to your account the same day. Transfers completed after 6:00 p.m. (CT) on a business day, Saturday, Sunday or banking holiday, may be posted on the next business day. Refer to Bill payment and External Transfers sections for information regarding cutoff times for these services. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

Overdrafts (Order of Payments, Transfers, and other Withdrawals)

If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

1. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
2. Electronic fund transfers initiated through System which would result in an overdraft of your account may not complete as requested or, at our discretion, may be cancelled.
3. In the event the electronic fund transfers initiated through System which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the Deposit Agreement for that account.

Limits on Amounts and Frequency of SYSTEM Transactions

The number of transfers from Bank accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit Agreement and disclosure for those accounts. Federal regulations require us to limit either by contract or in practice the number of certain types of transfers from savings and money market deposit accounts that you may own. You are limited to six (6) preauthorized electronic fund transfers from these accounts. No more than six transfers may be made by check, draft, debit card, or similar order made by the depositor and payable to third parties. Each fund transfer or payment through the Services from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each month. However, payments to your loan accounts with us are not counted toward this limit for savings and money market deposit accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Disclosure of Account Information and Transfers

You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to SYSTEM. You agree and hereby authorize all of these transfers of information.

Further, we will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. As described in our privacy policy disclosure, provided separately.

Periodic Statements

You may continue to receive your regular account statement by mail, either monthly or quarterly, depending on the type of account, unless you choose to receive electronic statements. Once you accept the electronic statement

disclosure within your online banking, you will no longer receive statements by mail, but instead you will be able to view them through your online banking.

Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any System Service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Bank System web site, forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic funds transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject System Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable Deposit Agreements and disclosures.

Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the System Services provided to you under this Agreement. We do not and cannot warrant that System will operate without errors or that any or all System Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to System, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Bank and its affiliates exceed the amounts paid by you for the services provided to you through System.

Indemnification. You agree to defend, indemnify and hold harmless Bank and our Affiliates and Service Providers and the officers, directors, agents, employees, representatives, and contractors of each of these, from any loss, damage, claim or demand (including attorneys' 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 Service.

Intellectual Property. All marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us, shall also be deemed our 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 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.

Your Right to Terminate

You may cancel your System service at any time by providing us with written notice by postal mail or fax. Your access to the System will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the day of cancellation.

Our Right to Terminate:

You agree that we can terminate or limit your access to System Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Bank accounts. System service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon three (3) business days' notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
3. Upon reasonable notice, for any other reason in our sole discretion.

ACCESS AND SECURITY

Security and Protecting Your Account

Bank is committed to protecting the security and confidentiality of our customer account information. Bank uses state-of-the-art technology in the ongoing development of its Online Banking Service to ensure this security. We use several different methods to protect your account information:

1. You can only access Online Banking with certain browsers that have a high security standard, such as Safari®, Google Chrome®, Mozilla FireFox®, Internet Explorer®.
2. You must have a valid User ID and Password to sign in.
3. Only one password per User ID is allowed.
4. If no action is taken for five (5) minutes, you will be automatically logged off Online Banking.

Your Responsibility:

You understand the importance of your role in preventing misuse of your accounts through System.

You agree:

1. Not to give out your identifying information such as your Online Banking password to any other person. Bank may rely on your User ID to identify you when providing banking services to you.
2. Never to leave your account information displayed in an area accessible by others.
3. Never to leave your PC unattended while using Online Banking.
4. To always exit System by clicking on "Log Off" in the upper right portion of the screen after using Online Banking.
5. To notify Bank at the number listed in the "Contact Us" section above of this Agreement immediately if you suspect that your User ID or Password has become known to any unauthorized person.
6. To notify Bank when you update your email address(s) and phone number(s).
7. To promptly examine your statement for each of your Bank accounts as soon as you receive it.
8. To protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number.

You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and User ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via System is encrypted in an effort to provide transmission security and System utilizes identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Bank System, or e-mail transmitted to and from us, will not be monitored or read by others.

Notices to You.

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank System website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

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 set

forth in the contact us section above. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

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 text messages and/or calls from us at that number and/or e-mails from us for identity verification and/or our everyday business purposes. Please review our Privacy Policy for more information.

ONLINE ACCESS

Registration:

PriorityOne Bank account customers can register online by indicating your acceptance to these terms and conditions. To register online, you need the following:

1. Access to Internet service,
2. An e-mail address,
3. One of your Bank account numbers (Checking, Savings) for which you are primary or secondary owner, and
4. The account's last statement balance.

Note: If you need assistance, please contact us by one of the methods in the "Contact Us" section on page one of this Agreement.

User ID: You will be prompted to create a User ID during your first online session through our online registration process. Your User ID and Password identify and authenticate you to BANK when you use SYSTEM. User IDs may only be obtained by customers who have existing accounts with BANK.

Your Password: For security purposes, you are required to create your password during your first online session through our online registration process, which can only be accomplished using Personal Online Banking on a web browser on a computer or other device. You determine what User ID and password you will use, and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. We undertake no obligation to monitor transactions through SYSTEM to determine that they are made on behalf of the accountholder. You accept responsibility for the confidentiality and security of your password. We recommend that you change your password every ninety (90) days. If you have forgotten your password, utilize the forgotten password feature. Upon three (3) unsuccessful attempts to use your password, your access to the System will be revoked. To re-establish your authorization to use the System, you must contact us to have your password reset or to obtain a new temporary password. A password cannot be created or changed through the mobile application.

We recommend that you create a password using the following guidelines:

1. Passwords must be 8 to 32 characters long, must include at least three of the four: one upper case letter, one lower case letter, a number, or a special character, such as: ! @ # \$ % ^ & * () _ + = | / ? ; : . } { - []
2. Passwords are case sensitive. As an example, Abc123 is not the same as aBC123.
3. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

You can change your Password online at any time by selecting the Change Password option under the Customer Service button. If necessary, passwords can also be reset by calling Online Banking Customer Service at the number provided in the "Contact Us" section on page one of this Agreement. However, any password changed over the telephone will be "temporary" only, require an online reset at first use, and expire within 24 hours after issuance.

If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at the telephone number provided in the contact us section above.

ERRORS, QUESTIONS, AND COMPLAINTS

Your Liability for Unauthorized Transfers

CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the statement was delivered or made available to you, you may not get back any money you lost through transactions made after the 60-day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods.

BILL PAYMENT SERVICE (if Applicable)

Online Bill Payment Service. This Service allows you to obtain information about your accounts and transactions, communicate with us electronically, and make payments to others.

- a. **Bill Payments.** You may make payments to others from one or more of your designated checking accounts with us. If you link more than one checking account to the Services, you must specify which account you wish to use in making payments. You may make bill payments in an amount up to the available funds in your account. The maximum amount allowed per transaction is \$9999.99, while the customer daily limit is \$20,000.00. When you schedule a bill payment using the Services, you authorize us to withdraw the necessary funds from your account with us. We may refuse to act on your instruction if sufficient funds, including funds available under any overdraft plan, are not available in your Bill Payment Account on the date you want us to process your payment. By signing this agreement, you authorize us to debit your account to cover the payment entered into the Internet bill pay system without your signature or other approval.
- b. **Eligible Payees.** We reserve the right to determine who may be a payee of online payments. **You should not use Bill Payment Service to make payments to settle securities purchases, tax payments to the IRS or any other government agency, court ordered payments such as alimony or child support, or payments to insurance companies. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.** Payments may be made only to payees located in the United States and may be made in U.S. dollars only. When you add Payees to the Service, you must be sure to enter your account number and the Payee's address as they appear on your payment stub or invoice. If the address of your Payee changes, it is your responsibility to make corrections on the Service. Timely payments and delivery are not guaranteed when funds are paid to some Payees, such as government agencies.
- c. **Initiating Payments.** To initiate a payment, you must specify the person or business you are paying, the date for processing your payment, the amount to be paid, and your account number with the payee, if applicable ("Payment Order"). The first time you request a payment to be made to a payee, you must also specify the payee's address and the number of the account from which the payment is to be made. We may modify the payee address to accommodate special processing requirements. We will send your payment to the payee either by transferring the funds electronically or by mailing a check to the payee. We retain the right to switch your payment from check to electronic transfer or electronic transfer to check at our option. The total dollar amount of Payment Orders transmitted by Customer to Bank on any one Business Day shall not exceed the amount of available funds in your account. If there are insufficient funds in your Account to make the transfers or payments you have authorized, we may refuse to make the transfer or payment, or we may make the transfer or payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") and overdraft charges that may apply.

- d. Automatic Recurring Payments. You may use the bill payment function to arrange for the automatic payment of bills that have a fixed frequency and amount. Once your automatic bill payment arrangements are established, we will make the payments without further requests by you. If the payment due date for an automatic payment falls on a weekend or holiday, the payment may be made the following business day.
- e. Charging Your Account. When you transmit a payment request, you authorize us to charge your designated account on the date we process the payment (e.g., the day we initiate payment by an ACH entry or pay a check). We may treat online checks with the same effect as if you had signed them. You may not be allowed to stop the payment of an online check once the transaction has been posted to your account.
- f. Scheduling Bill Payments. **Bill payment(s) scheduled after 3:00pm (Central Time) will be processed on the next business day.** Our online system will determine if the payment is sent electronically or by paper check. If payment is made by paper check, you understand and agree that paper checks are mailed, and the payee may not receive payment until five (5) to seven (7) business days after the payment is deducted from your account. If the payment is made electronically, you understand and agree that the payee may not receive payment until seventy-two (72) hours after the payment is deducted from your account.

You understand and agree that we are not responsible for the timely delivery of mail, or the improper transmission or handling of payments by a third party (such as the failure of the payee to properly post a payment to your account). You also understand and agree that we are not responsible if you do not have sufficient funds in your account on the date payment is to be deducted from your account.

Payment(s) made through the Bill Payment Service require sufficient time for your payee to credit your account properly. You must authorize and schedule payment(s) within a sufficient time frame to avoid finance charges or other charges that may be assessed by the payee for late or non-receipt of payment. The Bank will not be responsible for any charges assessed or other action taken by a payee resulting from a late or non-receipt of payment, including but not limited to finance charges and late fees. It is your responsibility to request that payments be made in such a manner that they will be received in time. We are not responsible for postal delays or processing delays by the Payee. You are solely responsible for any damages, such as late charges, that may be imposed as a result of your failure to identify the correct Process Date and transmit your payment instructions to us in a timely manner. To ensure that critical or time-sensitive payments are received on time, you should consider establishing Process Dates (especially for payees that will receive payments by mail) well in advance of the payment due date.

Funds must be available in the designated account on the scheduled payment date. If your account does not have sufficient funds on the scheduled date, the payment will be processed as any other non-sufficient funds item, with all applicable charges as provided in the Deposit Account Agreement and Schedule of Fees. You will be notified, and the Bank shall have no obligation or liability if it does not complete a transfer or payment because there are insufficient funds in your account to process the transaction. In all cases, you will be responsible for either making alternate arrangements for the payment or rescheduling the payment through the Bill Payment Service. In the event you have insufficient funds to make some, but not all, of the payments scheduled for a particular date, the Bank may use such method as disclosed in the Deposit Account Agreement.

- g. Canceling Bill Payments. A bill payment that you have scheduled, but has not been completed, may be canceled before 3:00pm (Central Time) on the business day the payment is scheduled to be sent from your account. The payment must be in the Pending Payments list.
If a bill payment is paid electronically and has been debited from your account, you cannot cancel or stop the transaction. If a bill payment is paid by paper draft, you may be able to cancel the payment if the paper draft has not cleared. If the paper draft has not cleared, we will attempt to process your stop payment request. If the paper draft has already cleared, you will be notified. A stop payment order is required to cancel any payment, and normal stop payment procedures and charges will apply.
- h. Rejection of Entries. You agree that we have no obligation to accept Payment Orders and therefore may reject any Payment Order you issue. We have no obligation to notify you of the rejection of a Payment Order, but we may do so at our option. We have no liability to you for rejection of a Payment Order and shall not be liable to pay interest to you even if the amount of your payment order is fully covered by a withdrawable credit balance in your Account or we have otherwise received full payment from you.

- i. **Error Detection.** We have no obligation to discover and shall not be liable to you for errors made by you, including but not limited to errors made in identifying the Payee or beneficiary, or for errors in the amount of a Payment Order. We shall likewise have no duty to discover and shall not be liable for duplicate Payment Orders issued by you. In the event that you make an error or issue a duplicate Payment Order, you shall indemnify, defend all claims, and hold us harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by us as the result of the error or issuance of duplicate Payment Orders.
- j. **Identification of Beneficiary or Payee.** If the beneficiary or Payee of a Payment Order is identified by account number or identifying number, or by name and account number or identifying number, you acknowledge that payment of the proceeds of the Payment Order to the beneficiary or Payee shall be made by the beneficiary bank or by us on the basis of the identifying or bank account number even if it identifies a person different from the named beneficiary or Payee. You are liable for and must settle with us for any Payment Order initiated by you that identifies the beneficiary or Payee by account or identifying number or by name and account or identifying number.
- k. **Transfers from Money Market Deposit Accounts.** Federal regulations require us to limit either by contract or in practice the number of certain types of transfers from savings and money market deposit accounts that you may own. You are limited to six (6) preauthorized electronic fund transfers from these accounts. No more than six transfers may be made by check, draft, debit card, or similar order made by the depositor and payable to third parties. Each fund transfer or payment through the Services from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each month. However, payments to your loan accounts with us are not counted toward this limit for savings and money market deposit accounts. We recommend that you not use a money market deposit account as your Bill Payment Account because of these restrictions. A savings account may not be used as a Bill Payment account.

PEOPLE PAY SERVICE (if Applicable)

1. **Description of Service.** The People Pay Service enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. Although the ACH Network is often used to execute People Pay Service Payment Instructions for the People Pay Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All payments must be made through and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time.
2. **Service Providers.** We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" section of this Agreement.
3. **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 Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to Receivers to whom you send payments).
4. **Receipts and Transaction History.** You may view your People Pay transaction history by logging into the Service and looking at your transaction history. Completed transactions will appear on your account periodic statements.
5. **Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.
6. **Privacy of Others.** If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.
7. **Eligibility.** The 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 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 Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

- 8. Prohibited Payments.** The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for such payments:
- a) Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States);
 - b) Payments that violate any law, statute, ordinance or regulation;
 - c) Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or 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;
 - d) Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;
 - e) Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, 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
 - f) Tax payments and court ordered payments.
 - g) Payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by one of the methods provided in the contact section above of any violations of this section or the Agreement generally.
- 9. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by contacting us by one of the methods set forth in the contact us section above of any violations of this section or the Agreement generally.

10. Payment Authorization and Payment Remittance.

- a. By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- b. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- c. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers and that we have no responsibility to investigate discrepancies between account names and account numbers.
- d. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- e. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
 1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
 2. The Service is not working properly, and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
 3. The payment is refused as described in that section below;
 4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; 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, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- f. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate.

11. Initiation of Payment Instructions. You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately. Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the People Pay Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the People Pay Service, the processing of the Payment Instruction will begin, and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account), may be delayed if the Receiver has not provided the People Pay Service with certain required information such as his or her Eligible Transaction Account information. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided all required information or ten (10) business days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of the "Payment Cancellation and Refused Payments" section below.

- 12. Receiving Payments.** If another person wants to initiate a Payment Instruction (including in response to a People Pay Request, if applicable) using the People Pay Service to an Eligible Transaction Account you hold, he/she can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the People Pay Service. You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you.
- 13. Payment Methods and Amounts.** There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits.
- 14. Payment Cancellation and Refused Payments.** Sender may cancel a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service.
- 15. Mobile Phone Users.** Your phone service provider is not the provider of the Service. Users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.
- 16. 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.
- 17. Service Fees and Additional Charges.** You understand and agree that you are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the Regulation E (Electronic Funds Transfer Act) Disclosure. **YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT,** except for those fees that are specifically use-based, such as Request Money, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.
- 18. Failed or Returned Payment Instructions.** In using the Service, you are requesting us to attempt to make payments for you from your Eligible Transaction Account. If we are unable to complete the Payment Instruction for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may not be completed.

- 19. Refused Payments.** We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.
- 20. Returned Payments.** In using the Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.
- 21. Your Liability for Unauthorized Transfers**
CONTACT US AT ONCE if you believe that someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized transaction, you can lose no more than \$50 if someone used your account without your permission.
If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized transaction, and we can prove we could have stopped someone from accessing your accounts without your permission if you had told us, you could lose as much as \$500.
Also, if your statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the statement was delivered or made available to you, you may not get back any money you lost through transactions made after the 60-day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods.
- 22. Information Authorization.** Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. In accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, 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 Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Services.
- 23. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.
- 24. Disputes.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.
- 25. 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 Service.

EXTERNAL TRANSFER SERVICE (if Applicable)

1. **Receipts and Transaction History.** You may view at least six months of your transaction history with the applicable Service Provider by logging into your account and looking at your account transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.
2. **Acceptable Use.** You may use the Service to transfer funds as described below. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use. In addition, you are prohibited from using the Service for activities that: (a) violate any law, statute, ordinance or regulation; (b) payments related to illegal gambling, illegal gaming and/or any other illegal activity with an entry fee or a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill and sweepstakes (c) violate any property or proprietary right of any third party, including any copyright, trademark, or right of publicity or privacy under the laws of any jurisdiction; (d) impose an unreasonable or disproportionately large load on our infrastructure; (e) 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; (f) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (g) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (h) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us of any violations of this section or this Agreement generally. In no event shall we or our Service Providers be liable for any claims or damages resulting from or related to your violation of the acceptable uses of the Service or this Agreement. We and our Service Providers reserve the right to monitor and remove any comments you post or submit through the Service.
3. **Transfer Authorization and Processing.**
 - (a) The Service enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are an owner of the Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States.
 - (b) When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit one of your Accounts as described below under "Service Fees and Additional Charges". You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account 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 Transaction Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 2. The 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 below under "Refused Transfers";
 4. You as a Sender have not provided us with the correct information, including but not limited to the correct Transaction Account or Recipient 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 Service, and for informing us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a transfer made to the wrong Recipient 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.
4. **Transfer Methods and Amounts.** We may, at our sole discretion, impose limits on the amount of money you can transfer through our Service. We also reserve the right to select the method in which to transfer funds on

your behalf, and the method to return funds to you in the event that the Recipient Account is closed or otherwise unavailable to us.

5. **Transfer Cancellation Requests.** You cannot cancel a transfer once it begins processing.
6. **Stop Payment Requests.** Bank is unable to stop an external transfer once the transfer has been processed. You must contact the receiving bank to refuse the funds transfer and have the funds returned to the originating account.
7. **Service Fees and Additional Charges.** Applicable fees will be disclosed in the user interface for the Service. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Account you hold with us, whether a Transaction Account or Recipient Account, for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.
8. **Failed or Returned Transfers.** In using the Service, you are requesting us to make transfers for you from your Transaction Account. If we are unable to complete the transfer for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that: (a) You will reimburse us immediately upon demand the transfer amount that has been returned to us; (b) You may be assessed a fee by our Service Provider and by us if the transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us or your Account Agreement with us. You hereby authorize us to deduct these amounts from your designated Transaction Account by ACH debit; (c) You will reimburse us and our Service Provider for any fees or costs we or they incur in attempting to collect the amount of the return from you; and, (d) We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.
9. **Refused Transfers.** We reserve the right to refuse any transfer to a Recipient Account. We will notify you promptly if we decide to refuse to transfer funds to a Recipient Account. This notification is not required if you attempt to make a prohibited transfer under this Agreement.

MOBILE BANKING SERVICES AGREEMENT

Your enrollment in the Service enables you to access certain features and functionality of the Service by use of an electronic wireless device, such as mobile telephones or tablet devices ("Mobile Banking"). Mobile Banking requires you to have a mobile device with Internet capability.

1. For purposes of this Agreement, Mobile Banking Services means collectively all of the financial services that PriorityOne Bank makes available, and to which you have access, using a wireless device such as a cell phone, smartphone, personal digital assistant or tablet computer (each a "wireless device") and includes, by way of example and not limitation, SMS text banking, mobile remote deposit capture, mobile web browser banking, and banking initiated by means of a downloadable application.
2. Your use of the Mobile Banking Services is subject to this Agreement and to the following, all of which are considered part of this Agreement:
 - the Terms and Conditions of Use for the Bank website, <https://www.priorityonebank.com> (the "website");
 - the Terms or Instructions appearing on the website and elsewhere when enrolling for, activating, accessing, or using the Mobile Banking Services;
 - Bank's rules, procedures and policies, as amended from time to time, that apply to the Mobile Banking Services or any account you maintain with Bank (each an "Account");
 - the provisions of the PriorityOne Bank Online Banking Terms and Conditions;
 - the then-current rules and regulations, if any, of any funds transfer system or payment system used in connection with any Account; and
 - State and federal laws and regulations, as applicable.In addition, each Account will continue to be subject to any separate agreement applicable to such Account. If this Agreement conflicts with the separate agreement to which an Account is subject, then this Agreement will control and take precedence, unless this Agreement expressly states otherwise.
3. PriorityOne Bank reserves the right to amend the terms and conditions of the Mobile Banking Services from time to time. Bank may suspend or terminate your use of the Mobile Banking Services if Bank believes you

are in breach of these terms and conditions. Your service is also subject to termination if your wireless service terminates or lapses. Bank may discontinue the Mobile Banking Services at any time.

4. You may incur charges from your telecommunications carrier when sending or receiving messages to your wireless device. You may also incur charges to receive Internet service on your mobile device. Bank will not be responsible for any such charges that you may incur.
5. You acknowledge and agree that the Mobile Banking service is dependent upon the functionality of the telecommunications or Internet service provider that supports your mobile device. Bank is not responsible for the unavailability or temporary interruption of Mobile Banking due to service interruptions or failure of the device or telecommunications service provider.
6. Information you provide in connection with Mobile Banking service will be stored on Bank's secure servers and protected by advanced encryption techniques. As with all electronic banking, security is contingent upon your responsible behavior in protecting your User ID and password and your mobile device. You should avoid conducting any Mobile Banking transaction in view of others and should never abandon your device before your transaction is completed.

MOBILE REMOTE DEPOSIT SERVICES AGREEMENT (if Applicable)

This Mobile Remote Deposit Services Agreement (this "Agreement") governs your use of our "Mobile Deposit" service. Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor using your camera enabled Mobile Device. After you login to Mobile Banking, you may apply for Mobile Deposit. "You" and "your" mean the person using Remote Deposit. "Our," "us," "we," and "bank" mean PriorityOne Bank. Your use of Mobile Deposit constitutes your acceptance of this Agreement.

1. **Other Agreements.** Your Online Banking Agreement and Deposit Account Agreement also remain in full force and effect and govern your use of Remote Deposit. In the event of a conflict between this Agreement and either your Online Banking Agreement, or your Deposit Account Agreement, this Agreement shall control.
2. **Acceptance of these Terms.** Your use of Mobile Deposit constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via email or by posting notice of such change on our website and such change shall be effective thirty (30) days following our posting of such notice. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, the bank reserves the right, in its sole discretion, to change, modify, add or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services. In the event that an immediate change is needed to ensure the security of the Services, we will post a notice of any such change on our website. You may choose to accept or decline such changes by continuing or discontinuing the Services.
3. **Limitations of Services.** When using Mobile Deposit, you may experience technical or other difficulties. We will not be responsible for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
4. **Joint Accounts.** You understand and agree that to the extent permitted under applicable law each owner of a bank account is jointly and individually responsible for all Mobile Deposit transactions that affect that account.
5. **Eligible items.** You agree to --- deposit only checks as that term is defined under Federal Reserve Regulation CC ("Reg CC").

You agree that you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (such as checks payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks that were previously converted to a substitute check as defined in Reg CC without the bank's prior written consent.
- Checks that were previously converted to an image replacement document as defined in Reg CC without the bank's prior written consent.
- Checks that are drawn on a financial institution located outside the United States;

- Checks that are dated more than six (6) months prior to the date of deposit;
 - Checks that are remotely created checks, as defined in Reg CC;
 - Checks that are not payable in United States currency;
 - Checks that are in violation of any federal or state law, rule, or regulation;
 - Checks that are otherwise not acceptable under the terms of your bank account
6. **Requirements of Images.** The image of an item transmitted to the bank using Mobile Deposit must be legible and contain images of the front and back of the check. The image quality of the items must meet the standards established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the check image:
- the amount of the check (both written and numeric); the payee; the signature of the drawer (maker);
 - the date;
 - the check number;
 - the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and
 - all other information placed on the check prior to the time an image of the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check).
 - Endorsements must be made on the back of the check within 1-1/2 inches from the top edge, although we may, at our sole and absolute discretion, accept endorsements outside this space. Your endorsement must include your signature, the words "FOR MOBILE DEPOSIT ONLY PRIORITYONE BANK". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.
 - A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.
7. **Receipt of Deposit.** All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement, including without limitation the requirement that you notify us of any error in a deposit within 60 days after you receive the monthly statement showing the deposit. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the bank that we have received the image. Receipt of such confirmation does not mean the transmission was error free or complete. Following receipt of such confirmation, the bank will process the image by preparing a "substitute check" or clearing the item as an image. We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.
8. **Errors.** You agree to notify the bank of any suspected errors regarding items deposited through the Mobile Deposit immediately, and in no event later than sixty (60) days after the applicable bank account statement is sent. Unless you notify the bank within sixty (60) days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against the bank for such alleged error.
9. **Original checks.** After you receive confirmation that we have received an image, you must securely store the original check for 14 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 2 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount may be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.* You agree that you will never re-present the original check. You understand that you are responsible if the check is presented to another party and that party asks that we make a payment based on that original check that has already been paid.
10. **Returned Deposits.** Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but

not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

11. Right of Setoff. We may debit any of your accounts, including accounts other than the one on which the particular item was presented, to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

12. Your Warranties. You make the following warranties and representations with respect to each and every original check you use to create an image using Mobile Deposit and every image you transmit to the bank. You represent and warrant to the bank that:

- you assume responsibility for any check that is transmitted which for any reason is not paid;
- you are a person entitled to enforce the check;
- neither the check nor the image is counterfeit;
- neither the check nor the image has been altered;
- neither the check nor any image of the check has been previously paid;
- no depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, an item transmitted as an image, or any check or item derived from such image, such that said person will be asked to make a payment based on an item that it has already paid;
- you shall properly endorse each check and deposit said check to an account at the bank that matches your name;
- you shall deposit only checks made payable to you;
- neither the check nor the image is subject to a defense or claim in recoupment that can be asserted against you;
- you have no knowledge of any insolvency proceeding commenced with respect to you or, in the case of an unaccepted check, the drawer;
- all information provided by you to the bank is accurate and true;
- files submitted by you to the bank do not contain computer viruses or malware;
- the image is a digitized image of the front and back of the original check and accurately represents all of the information on the front and back of the check as of the time you converted the check to an image;
- if the image is being deposited into a bank account designated by the bank as a sole proprietor account, you have retained supporting documentation regarding the image that shows the item is payable and authorizes the payee to charge and collect the monies owed;
- the image contains all endorsements applied by parties that previously handled the check in any form for forward collection or return;
- each of the checks were duly authorized in the amount stated on the corresponding image and to the payee stated on such image;
- the bank will not suffer any loss as a result of your retention or destruction of the paper originals of images; and
- You have performed and will perform all of its obligations under this Agreement. You shall be deemed to repeat and reaffirm each of the foregoing representations and warranties at the time any check and/or image is delivered to the bank through the Mobile Deposit.
- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.

- You are authorized to enforce and obtain payment of the original check.
 - You have possession of the original check and no party will submit the original check for payment.
 - With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule.
 - You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- 13. Compliance with Law.** You will use Mobile Deposit only for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.
- 14. Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches. The deposit of original checks at an office of the bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.
- 15. Funds Availability.** For purposes of funds availability, Mobile Deposits are considered deposited at a branch of this financial institution. Mobile Deposits confirmed as received before 4:00pm CT on a business day will be credited to your account within 24 hours of receipt. Deposits confirmed received after close of business and deposits confirmed received on holidays or days that are not business days will be credited to your account within 24 hours of the following business day. Funds will be available as described in our Funds Availability Disclosure.
- 16. Mobile Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 1-866-639-9820 and with written confirmation at PriorityOne Bank, Electronic Banking Department, PO Box 516, Magee, MS 39111, if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.
- 17. Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. Unless otherwise specified by the bank, changes to such limits shall be effective immediately upon notice to you via email or the bank's website.
- 18. Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.
In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Remote Deposit technology or service, copy or reproduce all or any part of the Remote Deposit technology or service; or interfere, or attempt to interfere, with the Remote Deposit technology or service. We and our technology partners retain all rights, title and interests in and to the Remote Deposit services, software and development made available to you.
- 19. Financial Information.** You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for Mobile Deposit or any other remote banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.
- 20. Accountholder's Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Remote Deposit services and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement. You understand and agree that you are required to indemnify our technology partners from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and expenses, arising from such claims, to the extent such claim is related to your use of the Remote Deposit services, our technology partners applications, unless such claim directly results from an action or omission made by our technology partners in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

OUT-OF-BAND AUTHENTICATION SMS TEXT MESSAGE TERMS OF USE

1. Your wireless carrier's standard messaging rates apply to SMS correspondence. PriorityOne Bank does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your Wireless Carrier.
2. You represent that you are the owner, or authorized user of the wireless device you use to receive the service, and that you are authorized to approve the applicable charges.
3. We will send you a message only once, and only with your explicit agreement as indicated by your continuation of the process flow.
4. We will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis.
5. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve the service. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.
6. The service as well as the content and materials received through the service are proprietary to us and our licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the service or its functionality.
7. The service is available only in the United States.
8. We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the service to you if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the service at any time.
9. If you have any questions, see the Contact Us Section on page 1 of this agreement.

ELECTRONIC STATEMENT CONSENT AND AUTHORIZATION

In this Electronic Statement Consent and Authorization (the "Authorization"), the terms 'You', 'Your' and 'Yours' refer to all account holders. The word "Account" means accounts held at Bank, such as Checking and Savings accounts.

Please read this Authorization carefully and print or save a copy for your files. If you have trouble printing out, saving, or accessing this Authorization, the Terms of Use (as defined below), or future amendments to the Terms of Use, you may contact our Online Banking Support Department at 866-639-9820 to request paper copies at no charge.

If you want to receive electronic account statements ("Online Statements") **instead of statements sent to you by mail** (the "Service"), you shall first read and agree to all the terms and conditions ("Terms of Use") set forth in this Authorization. By clicking on the "ACCEPT" button, you will acknowledge your understanding of, and agreement to, the following Terms of Use:

1. You consent (initially and on an ongoing basis) to receive your account statement in electronic format on all checking and savings accounts listed online and authorize Bank to **electronically** deliver your account statement. You also consent to participate in the online enrollment process for the Service and to receive these Terms of Use electronically. Your consent will apply to the online enrollment process for Online Statements and the receipt of any amendment or updates to the Terms of Use, and any additional disclosures required by law, to be provided to you in electronic form. Notice of how you may access such amendments, updates, and additional disclosures required by law will be delivered to you at the e-mail address you have provided to Bank and will be made available at <https://www.priorityonebank.com>. Your agreement also permits the general use of electronic records and electronic signatures in connection with your use of the Service.
2. Upon your acceptance of the terms and conditions set forth in this Authorization, Bank will convert your account statement to **electronic statement delivery**. Accordingly, you will no longer receive an account statement by US Mail. If at any time you wish to discontinue receiving your account statement electronically, you may do so through the Customer Service tab, "Change Statement Delivery Method", within Personal Online Banking. Be aware that if you discontinue the electronic statement, you may be charged an electronic statement fee on your account if an electronic statement is a condition of your account or is otherwise required to avoid a monthly fee on your account.
3. Pursuant to this Authorization, your Online Statement will be available for you to access at your convenience. Your Online Statement will be available for your viewing, downloading or printing for a period of seven (7) years from the date that any such statement is made available to you. Bank will send you an electronic e-mail message to the e-mail address it has on file for you each time an Online Statement is made available online. **You shall be responsible for viewing your Online Statement in a timely manner to comply with any payment due dates, error resolution requirements and time periods**, or with any other terms and conditions of your accounts.
4. You will not be charged for the electronic delivery of your Online Statement pursuant to this Authorization. Bank reserves the right to charge you a fee if you request Bank to mail or otherwise provide you with a hard-copy of any account statement that already has been provided to you electronically. Please consult our account agreement and disclosure statement for a listing of our current fees, if any, associated with your request for copies of your statement.
5. To obtain access to your Online Statement, you need an Internet Service Provider (ISP) and a Web browser software program, such as Microsoft Internet Explorer, Google Chrome and Mozilla Firefox. If you are reading this consent through a personal computer and JavaScript-enabled Internet browser (such as Internet Explorer), you will be able to access your Online Statement without additional software.
6. You agree to maintain at least one valid, active e-mail address. You shall notify Bank within ten (10) business days of any change in your e-mail address by using any of these options: 1) call our Online Banking Support Department at (866) 639-9820, change your e-mail address by logging into Online Banking, click on Customer Service tab and then click on Manage Contact Information, or 3) come into any Bank office. Bank is not liable for any third party-incurred fees, other legal liability, or any other issues or liabilities arising from Online Statements or notifications sent to an invalid or inactive e-mail address or postal address that you have provided. Should Bank reasonably believe that you may not be receiving the e-mail messages that are being sent to your e-mail address notifying you of the availability of your Online Statement, we may cancel your use of the Service and begin sending you paper statements in the mail. (Any applicable account fees will apply.)
7. By accepting this agreement, you confirm that you meet the hardware and software requirements required for you to access Online Banking and to access, view and print your Online Statement as contemplated under this Authorization.

8. Bank hereby reserves at all times the right in its sole and absolute discretion to approve of and/or deem whether any account or account holder is eligible for the services set forth in the Authorization.
9. Bank hereby reserves the right to terminate this Authorization and the Service and/or to cancel the ability of any account holder to access any Online Statement at any time without notice or as otherwise allowed by law. If Bank takes any such action, it shall make the necessary changes to allow for the delivery of any related account statement by mail or as otherwise provided under the original terms of the applicable account agreement and disclosure statement.
10. Bank hereby reserves the right in its sole and absolute discretion to limit the approval or availability of and the access to the services set forth in this Authorization to only the individual/s listed on the bank's records as the account holder/s of such accounts.
11. For accounts with multiple owners, only one account owner need enroll an account in the service. In accordance with the terms of the applicable account agreement and disclosure statement, all account owners will be bound by the decision of the account holder who enrolls in or cancels the service. If any account, which you have applied for and have been approved by Bank to receive Online Statements on, is a joint account, please be advised that only you will receive and be able to access the Online Statement for such account. Therefore, you are solely responsible for promptly and timely sharing any account statement or any statement related information provided thereon with your joint account holder as the need may be and/or as requested of you by any respective joint account holder.
12. Use of the Service is subject to all applicable federal, state, and local laws and regulations, and unauthorized use of the Service is strictly forbidden.
13. Bank has the right to amend these Terms of Use at any time. Any amendments to these Terms of Use will be effective when they are posted on <https://www.priorityonebank.com> or you have received an e-mail regarding the change.
14. These Terms of Use will be effective beginning the date you enroll in the Service and will continue to be effective until the Service is terminated by you or Bank. However, the provisions of these Terms of Use shall survive termination by either you or Bank.
15. Bank does not represent or warrant that you will have continuous or uninterrupted access to the Service, or that any of the functions of the Service will be error-free. The Service is provided to you "as is" and "as available," and Bank and its service providers make no representation or warranty relating to the Service, including, without limitation, its performance, availability, content, or functions. Your sole remedy for any failure or non-performance of the Service shall be for us to use commercially reasonable efforts to perform an adjustment or repair of the Service.
16. In no event will Bank or its officers, directors, employees, shareholders, parent company, subsidiaries, affiliates, agents, licensors, or third party service providers (the "Legal Entities") be liable for any consequential, indirect, incidental, special, or punitive damages, under any legal theory including, but not limited to, breach of contract or negligence, arising out of, in connection with, or related to these Terms of Use, use of the Service, or inability to use the Service, even if Bank has been advised of the possibility of such damages.
17. You acknowledge that under applicable law and the Bank account agreement and disclosure statement, you have certain time limits to review you bank statements and accompanying check images to report any forgeries, alterations, errors, or any other unauthorized withdrawals or transactions to Bank, and that your use of the Service will not alter or amend any of those limits. You agree that any time limits for reporting these matters will commence on the day that your Online Statement is made available for your review via Online Banking and you have received an e-mail from Bank informing you of its availability.
18. You agree to indemnify, defend, and hold harmless the Legal Entities from any third party claims, liability, damages and costs (including reasonable attorney's fees) arising from, related to, or in connection with your breach of these Terms of Use, any fraud committed by you, your violation of any law or rights of a third party, your use of the Service, or use of your account by any third party. Bank reserves the right, at its own expense, to assume the exclusive defense of any matter subject to indemnification by you, and you agree to cooperate with Bank in such defense. You agree that you will not settle any action or claims on Bank's behalf without the prior written consent of Bank.
19. These Terms of Use will be construed in accordance with the laws of the State of Mississippi. Jurisdiction and venue for actions relating to the service and the Terms of Use shall be the state and federal courts located in or near Magee, Mississippi, in Simpson County.

REGULATION E – ERROR RESOLUTION

Please examine immediately and report if incorrect. If no reply is received within 10 days, the account will be considered correct.

In Case of Errors or Questions About Your Electronic Transfers

TELEPHONE US OR WRITE US AT ONE OF THE ADDRESSES BELOW as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error; so that you will have the use of the money during the time it takes us to complete our investigation.

Magee Retail Office

P O Box 219
Magee MS 39111
601-849-4690

Mendenhall Office

P. O. Box 186
Mendenhall, MS
39114
601-847-3770

Collins Office

P. O. Box 1689
Collins, MS 39428
601-765-8241

Seminary Office

P. O. Box 97
Seminary, MS 39479
601-722-3717

Morton Office

P. O. Box 590
Morton, MS 39117
601-732-6106

Pelahatchie Office

P. O. Box 539
Pelahatchie, MS
39145
601-854-5282

Brandon Office

P. O. Box 909
Brandon, MS 39043
601-825-0141

Pearl Office

3480 Hwy 80 East
Pearl, MS 39208
601-939-5566

Hattiesburg Office

P. O. Box 18409
Hattiesburg, MS
39404
601-261-0053

Richland Office

P. O. Box 180453
Richland, MS 39218
601-420-0466

Ridgeland Office

201 Northlake Ave
Suite 101
Ridgeland, MS 39157
601-414-2100

Civic Center Office

P. O. Box 1689
Collins, MS 39428
601-921-4080

**Magee Lending
Center**

P. O. Box 516
Magee, MS 39111
601-849-3311

Bellevue Office

P.O. Box 18409
Hattiesburg MS 39404
601-475-1654

Operations Center

P. O. Box 516
Magee, MS 39111
601-849-6434

Flowood Office

3500 Lakeland Dr
Flowood MS 39232
601-487-1600

PERSONAL FINANCE MANAGER USER AGREEMENT

The Personal Finance Manager User Agreement for PriorityOne Bank (the Company) explains the terms and conditions governing the use of Personal Finance Manager Services (the "PFM Services" or "Service"). This agreement supplements the Deposit Account Agreement and Terms and Conditions, Online Banking Service Agreement and Disclosures and any other agreement between you and PriorityOne Bank.

The Company Provides No Warranty

YOUR USE OF PERSONAL FINANCE MANAGER SERVICES IS AT YOUR SOLE RISK. PFM SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO PFM SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT YOUR ACCESS TO THE PFM SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR SECURE.

Limitation of Liability

WE WILL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUES RESULTING FROM YOUR

USE OR INABILITY TO USE PFM SERVICES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF DAMAGES.

Provide Accurate Information.

You, the end user, agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

Proprietary Rights.

You are permitted to use content delivered to you through the service only on the service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the service technology, including but not limited to, any Java applets associated with the service.

Content You Provide.

You are licensing to Company and its service providers, including FIS and/or Yodlee, Inc. ("Yodlee") — Company, FIS, and/or Yodlee may be collectively referred to in this Agreement as "we" or "us" — any information, data, passwords, materials or other content (collectively, "Content") you provide through or to the service.

We may use, modify, display, distribute and create new material using such Content to provide the service to you. By submitting Content, you automatically agree, and promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, we may use the Content for the purposes set out above. As among us, Company owns your confidential account information.

Third Party Accounts.

By using the service, you authorize us to access third-party Internet sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant us a limited power of attorney, and you hereby appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third-party Internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person.

YOU ACKNOWLEDGE AND AGREE THAT, WHEN WE ACCESS AND RETRIEVE INFORMATION FROM THIRD-PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the service is not endorsed or sponsored by any third-party account providers accessible through the service.

DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE PFM SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT:

- (i) THE PFM SERVICES WILL MEET YOUR REQUIREMENTS,
- (ii) THE PFM SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE,
- (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PFM SERVICES WILL BE ACCURATE OR RELIABLE,
- (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR

(v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

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