

## Online Banking Agreement

### Electronic Notice Disclosure and Consent

Before enrolling in our Online Banking Service (the “Service”), you must provide us with your consent to deliver documents relating to the Service (including records, notices, disclosures and agreements) to you electronically. You are deemed to have received any electronic communication provided to you when it is made available to you. Such documents contain the terms and conditions that will govern the Service, among other information. By enrolling in the Service and using the Service thereafter, you agree to the Online Banking Terms and Conditions (the “Terms and Conditions”), which will be made available to you at the time of your enrollment.

You may also view the Terms and Conditions through our Online Banking portal by following the link to the disclosures page. We will continue to deliver notices and disclosures to you electronically until the Service is terminated or you revoke your consent. You can request paper copies of any of these documents by calling (608) 223-3000 or sending an email to [generalmail@lakeridge.bank](mailto:generalmail@lakeridge.bank). We may charge fees identified in our current Account Fees & Options document which may be amended by us from time to time.

Unless otherwise required by law, we may deliver future notices and disclosures to you electronically:

- to your email;
- by posting the information on our Online Banking Website and sending you a notice to your postal address or email (either separately or as part of an account statement) telling you that the information has been posted and providing instructions on how to view it; or
- to the extent permitted by law, by posting the information on our Website.

You have the right to withdraw your consent to receive information from us electronically and may exercise such right by calling us at (608) 223-3000 or writing to us at Lake Ridge Bank, Electronic Services, 6430 Bridge Road, Monona, WI 53713. However, withdrawing your consent means you will no longer be able to access Online Banking.

If your email address to which we will be sending information relating to the Service should change in the future, you must update the Profile tab within our Online Banking application with your new contact information or notify us in writing. If you do not update your contact information in our records, you may not receive the information delivered by us. We will not be liable to you for your failure to update your contact information in our records. To access, view, print and retain the disclosures, agreements and required notices we make available to you, you will need the following:

- An active Lake Ridge Bank online banking account;
- An electronic device with connections to the internet capable of receiving, accessing, displaying, and either printing or storing documents received in electronic form from Lake Ridge Bank
- A current version of computer operating software and internet browser
- Internet browser that supports 128 bit encryptions;
- A valid email account; and
- PDF reading software

We reserve the right to deliver any information relating to the Service to you by regular mail to your most recent address reflected in our records.

By clicking the accept box, you **consent** to the terms and conditions of the Online Banking agreement.

By not clicking accept, you **do not consent** to the terms and conditions of the Online Banking agreement and will not have access to the service.

## Online Banking Terms and Conditions

This Agreement applies to the online banking service offered by Lake Ridge Bank. When you use, or you permit any other person(s) to use, any part of Online Banking, you agree to the terms and conditions of this Agreement and agree to comply with the instructions found on help screens. This Agreement and the services offered through Online Banking are also subject to other agreements between you and us, including for example the terms and conditions of your account. In case of a conflict in terms between those documents and this Agreement, this Agreement will control your use of the service.

### 1. Defined Terms.

As used in the Terms and Conditions, the following capitalized terms shall have the meaning ascribed to them:

- (a). "Account" means your deposit and loan accounts with us including but not limited to: checking, savings, money market, certificate of deposit, lines of credit, and certain other loan products. "Account" does not include credit cards with our name or logo appearing on it.
- (b). "Account Owner" means the Owner of any accounts covered by this agreement, any delegate, any authorized representative and the person enrolling in Online Banking and thereby agreeing to this agreement or ("you", "your")
- (c). "Business Day" means Monday through Friday, excluding federal holidays.
- (d). "Daily Balance" or "Daily Ending Balance" means the Account balance as of the end of the previous Business Day, excluding Pending Transactions.
- (e). "Financial Institution" means Lake Ridge Bank or ("we", "us", "our" or "bank")
- (f). "Pending Transactions" means the transactions which have not been posted but which have been transmitted to us.
- (g). "Processing Date" means the Business Day on which your Account is debited or credited.

### 2. Eligible Accounts

To use Online Banking, you must have an eligible account. Eligible accounts for online banking include checking accounts, savings accounts, money market accounts, CDs and IRAs, as well as consumer loan accounts. Eligible accounts for bill payment include checking accounts only. The terms of this Agreement apply only to consumer accounts. Deposit accounts and loans that have a common signer for withdrawals or a common borrower may be linked for access purposes. Any signer, acting alone, will be authorized to access a linked account. An account that requires multiple signatures for withdrawals may not be an eligible account.

### 3. Functions

You can use Online Banking to perform the following for eligible accounts:

- view account information
- transfer funds among your deposit accounts
- transfer funds from your line of credit to your checking account
- make payments from your deposit accounts to your loan accounts
- make payments from your deposit accounts to your Personal Reserve Account
- initiate bill payments
- communicate with us via e-mail and online chat
- register for mobile banking
- make external funds transfers
- Sign up to receive statements and notices electronically

### 4. Hardware and Software Requirements

To use Online Banking and to view disclosures, agreements and required notices online, you will need Internet access, a currently supported and updated Internet browser that supports Secure Socket Layer with at least 128-bit encryption, JavaScript and enabled security features. A list of the current supported browsers can be found at [www.lakeridge.bank](http://www.lakeridge.bank) under FAQ. Additionally, you will need a computing platform with hardware that supports these requirements, and software capable of rendering portable document format reader (.pdf) files. You are responsible for selecting all systems, hardware, and your Internet service provider. You are also responsible for any defect, malfunction or interruption in service or security due to hardware failure, your choice of Internet service provider and systems and computer services. You agree that you are solely responsible for your Internet service provider, and telephone service provider (if applicable) fees and service charges.

### 5. Password and Security

The security of your online banking access requires diligence on the part of both you and us. We have identified responsibilities for us, the bank, and you, the customer, to help ensure the security of your data.

Bank Duties: We will do the following, as applicable:

- Providing authentication procedures that utilize usernames and passwords (codes) or other identification factors, to identify clients when logging into Online Banking. We reserve the right to modify the identification process from time to time to implement new measures that are recommended in the industry to combat new or increased fraud.
- Provide secure sign-on which provides visual cues when you sign on so you know you are on our website and it is safe to enter information
- Setup limits for bill payment and other external transfers
- Publish minimum best practices for online banking security on our website at [www.lakeridge.bank](http://www.lakeridge.bank)

Customer Duties: You will do the following as applicable:

- Install, update, maintain and properly use standard security products that are appropriate for you, such as the following, without limitation:
  - Firewall to prevent unauthorized access.
  - Anti-virus protection to prevent your personal computers from being victimized by the latest viruses and other destructive or disruptive components.
  - Anti-spyware protection to prevent spyware from providing potential tracking information about your Web activities.
  - Install, update, maintain and properly use industry standard operating systems and desktop applications with the latest patches when they are available, particularly when and if they apply to a known exploitable vulnerability. We require your browser to be, at a minimum, a fully SSL-compliant, 128-bit encrypted browser.
- Check your Account balances and activity regularly and report any suspicious activity immediately by calling (608) 223 - 3000.
- Choose codes that are not easy to guess. Passwords must comply with our minimum requirements. Memorize your codes and change them regularly (or upon our request). Never disclose your codes to any other person and take all reasonable actions to maintain their confidentiality. If someone identifies himself as one of our employees and asks for your codes, that person is an imposter.
- Read and stay abreast of the best practices for online banking security as published on our website or otherwise provided by us. From time to time, these best practices may be updated.

Using your password has the same effect as your signature authorizing transactions. Anyone to whom you disclose your password and anyone who has access to your password will have full access to Online Banking, including full access to your Accounts. You have no ability to limit any such person's authority. If anyone uses your password with your permission, you will be responsible for any transactions performed by that person.

You agree that our security procedures outline a commercially reasonable method of providing security against unauthorized payment instruction. You will be bound by any payment or transfer instruction that we accept in good faith, if we complied with the applicable security procedures or if you did not comply with them. Except for a breach of security in our internal systems, and except in a case where you comply with the applicable security procedures and either we do not so comply, we do not act in good faith, or applicable law requires otherwise, we shall have no responsibility for, and you assume full responsibility for, any transfer of funds resulting from a breach of security regardless of the source or cause thereof. Although we are liable for a breach of security in our own internal system, you are solely responsible and liable for a breach of security occurring on or in connection with a computer or computer network owned, controlled or used by you or your agents, by whatsoever means, unless otherwise provided by applicable law. A breach of security includes, but is not limited to, phishing, pharming, keylogging, or other fraudulent activity enabled by malware. If we do bear responsibility, it shall extend only to losses caused solely and directly by us, and our liability will in any event be limited as expressly provided in this Agreement.

## 6. Your Liability.

Tell us AT ONCE if you believe your codes have been lost, stolen or made available to a person that you have not authorized to access your Account, or if you believe that an electronic fund transfer from your Account has been made without your permission. Please contact us immediately by telephone or in writing. Telephoning is the best way of

keeping your possible losses down. Contact us by phone at 608-223-3000 or write to us at Lake Ridge Bank, 6430 Bridge Road, Monona WI 53713.

You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the lost or stolen codes, you can lose no more than \$50 if someone used your codes without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your codes, and we can prove we could have stopped someone from using your codes 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, including those made by Online Banking codes or other means, tell us at once. If you do not tell us within sixty (60) days after the first statement on which the problem or error appeared was provided to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

## **7. Contact us in Event of Unauthorized Access**

You can contact Lake Ridge Bank by one of the following methods:

1. By initiating a “contact us” e-mail through our Online Banking service or our website at [www.lakeridge.bank](http://www.lakeridge.bank)
2. By calling (608) 223-3000 during business hours
3. By initiating an online chat at [www.lakeridge.bank](http://www.lakeridge.bank) during business hours
4. By writing a letter and sending it to us at the following address: Lake Ridge Bank, 6430 Bridge Road, Monona, WI 53713

## **8. Bill Payments and Other External Fund Transfers**

The terms and conditions applicable to our bill pay and other external fund transfer services can be found by logging into online banking and accessing the Bill Payment link. By using any of these services, you agree to those terms and conditions and any changes communicated to you.

## **9. Hours and Processing Date for Funds Transfers.**

Online Banking is available 24 hours a day, 7 days a week, subject to maintenance that we believe to be necessary. We can process a funds transfer on the same Business Day as your instructions if we receive your instructions before our banking cut-off time. If we receive your instruction after the banking cut-off time, we will process the transaction on the next Business Day. For purposes hereof, the banking cutoff time is 6:00 p.m. Central Time for transfers between any of the following Accounts: checking, savings, money market, certificate of deposit, installment loan, line of credit, or mortgage loan. We may change the cutoff time, from time to time and will notify you of such change if required by law. Online Banking may otherwise be delayed, interrupted, or otherwise negatively impacted by factors or reasons outside of our reasonable control.

## 10. Amend or Cancel a Funds Transfer

You may cancel or change a pending fund transfer by completing the appropriate data fields and giving us enough time to act on your instructions by 6:00 p.m. on the transfer date. Note: Modification of a Recurring Payment or transfer instruction will affect all future payments or transfers associated with that payment or transfer.

For Recurring Payments, you may also contact us by phone or written instruction in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call or email, we may also require you to put your request in writing in a form approved by us and get the form to us within fourteen (14) days after you call or email. We will require that you tell us the exact amount of the debit, the next date the debit is to be made and the exact name of the Payee. If you stop payment of such a preauthorized transfer in accordance with the terms of this Agreement, we will stop the next debit and all subsequent preauthorized payments to that Payee.

## 11. Overdrafts.

When you initiate a funds transfer using the Service, you authorize us to withdraw the necessary funds from your Account. We debit the amount of your funds transfer on the Business Day you instruct us to process the funds transfer. Each instruction to us to withdraw or transfer from an Account is an order to us to pay the specified amount of funds from that Account on the specified Processing Date. We may charge funds transfers against the Account even though the charge creates an overdraft or constitutes a draw against unavailable funds. If you overdraw your Account, you agree to immediately pay us the overdrawn amount together with any applicable fees. If the Account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that Account, rather than the Terms and Conditions. Please refer to the Terms and Conditions of your Account and Account Fees and Options document for further information.

## 12. Our Liability for Failure to Process Funds Transfer.

We strive to make all of your funds transfers according to your instructions. Notwithstanding the foregoing, we will incur no liability to you if we are unable to complete any transfer initiated by you through the Service because of the existence of any one or more of the following circumstances:

- (a). If the funds transfer would exceed (i) the maximum permitted funds transfer amount or exceed your Ledger Balance, or (ii) the amount available for your use on your line of credit after taking into account your Daily Balance or Daily Ending Balance.
- (b). If your Account has been re-titled, closed, blocked for security reasons, or subject to legal process or other encumbrances restricting the transfer.
- (c). If the funds transfer processing center is not working properly, and you know or have been advised by us about the malfunction before you execute a transaction.
- (d). If circumstances beyond our control (such as, but not limited to, fire, flood, system failure or interference from an outside force) prevent the proper execution of the transaction, and we have taken reasonable precautions to avoid those circumstances.
- (e). If you have not properly followed the instructions for using the Service.
- (f). If your operating system is not properly installed or functioning properly.

- (g). For errors or failures due to malfunctions attributable to your browser, your internet service provider, a computer virus or other problems relating to the computer or Mobile Device you use with the Service, including, without limitation, your inability to access the Service or any part of the Service.
- (h). For circumstances identified elsewhere in the Terms and Conditions or in our other agreements with you.

Provided none of the foregoing exceptions apply, if we cause an incorrect amount of funds to be removed from your Account, we will be responsible for returning the improperly transferred funds to your Account. If we cause funds from your Account to be directed to an incorrect payee, you agree to help us recover such funds.

NOTWITHSTANDING ANY OTHER PROVISION IN THE TERMS AND CONDITIONS, UNLESS OTHERWISE PROHIBITED BY LAW, THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO FAILED FUNDS TRANSFERS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE SERVICE.

### 13. Error Resolution

In Case of Errors or Questions About Your Electronic Transfers contact us by phone at (608) 223-3000 or write us at Lake Ridge Bank, Attn: Electronic Services, 6430 Bridge Road, Monona, WI 53713, 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 sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and Account number.
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days (5 Business Days if involving a Visa transaction or 20 Business Days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days (5 Business Days if involving a Visa transaction or 20 Business Days if the transfer involved a new 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. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account.

An Account is considered a new account for 30 days after the first deposit is made if you are a new customer. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no

error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### **14. Disclaimer of Liability and Warranties.**

The Service makes use of a private network, intended for authorized users only. We have confidence in the security measures we employ; however, this is not an invitation for individuals to attempt unauthorized access. YOU AGREE TO ACCEPT COMPLETE RESPONSIBILITY FOR YOUR USE OF THE SERVICE. WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVICE PROVIDERS, DISCLAIM ANY AND ALL LIABILITY, WHETHER NOW KNOWN OR OTHERWISE, WITH RESPECT TO YOUR USE, WHETHER AUTHORIZED OR UNAUTHORIZED, OF THE SERVICE AND WE FURTHER DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO YOUR USE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **15. Indemnification**

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold us, our affiliates, employees and agents, harmless from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the Service, your violation of any of the Terms and Conditions or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of anyone.

#### **16. Fees**

If applicable to you and your account, you agree to pay the fees associated with Online Banking in accordance with our fee schedules and disclosures as established by us from time to time. We may automatically deduct these fees from an eligible account even if they create an overdraft and we may assess the appropriate overdraft fees.

#### **17. Changes; Amendments; Revisions**

We reserve the right, at our discretion, to add, delete, change, modify, alter, or discontinue Online Banking or any aspect, feature, or function of Online Banking at any time, including content, hours, and equipment needed for access or use ("Change(s)"). We also reserve the right, at our discretion, to add, delete, change, modify, or amend any fees, help screens or other terms and conditions of this Agreement at any time (also called, "Change(s)"). Unless an immediate Change is necessary to ensure the security of Online Banking or your accounts, we will send you notice to the mail address or e-mail address we currently possess in our file or by messaging you via Online Banking or posting such notice on Online Banking or at [www.sbcpc.bank](http://www.sbcpc.bank). If required by law, we will send such notice at least twenty-one (21) days before the effective date of any Changes.



## 18. Termination or Discontinuation

In the event you wish to discontinue any or all Online Banking services, you must contact us in writing. Written notice of Online Banking discontinuance must be received ten (10) business days prior to the actual discontinuance date and must be sent to Lake Ridge Bank, Attn: Electronic Services, 6430 Bridge Road, Monona, WI 53713.

We reserve the right to suspend, revoke or terminate your use of Online Banking in whole or in part at any time. Without limiting the foregoing sentence, if you do not access Online Banking for 180 consecutive days, we may terminate your access. Suspension, revocation, termination, or discontinuation will not reduce your liability or obligations under this Agreement.

Since service cancellation requests take up to ten (10) business days to process, you should cancel all outstanding payment or transfer orders in addition to notifying us of your desire to terminate Online Banking. We will not be liable for payments or transfers not cancelled or payments or transfers made due to the lack of proper notification by you of service termination or discontinuance for any reason.

You will be responsible for making arrangements to pay any future or recurring payments upon termination.

## 19. Disclosure of Account Information to Third Parties

We may disclose information about you and your designated account or transactions on your designated account as provided in our Privacy Policy and terms and conditions of your deposit account.

## 20. Third-Party Service Providers.

You understand that support and services relating to the Service are provided by third-party service providers, and you authorize us to contract with third-parties to provide such support and service.

**21. Electronic Record Consent and Your Right to Obtain Paper Copies.** You consent to receive electronic records that may be required to be made available during the course of your relationship with us with respect to the Service. You have a right to withdraw the consent to receive electronic records by notifying us in writing at Lake Ridge Bank, Attn: Electronic Services, 6430 Bridge Road, Monona, WI 53713. You have a right to obtain electronic records in paper form, upon request. You may obtain a paper copy of an electronic record by contacting us by phone at 608-223-3000. We may charge fees identified in our current Account Fees & Options document which may be amended by us from time to time.

**22. Periodic Statements.** Any activity on your Account conducted through the Service will appear on your periodic Account statement.

**23. Notification of Change in Name or Address.** You agree to notify us promptly in writing of any change to your name, or address (including email address). You should send such notifications to us at Lake Ridge Bank, Attn: Electronic Services, 6430 Bridge Road, Monona, WI 53713.

#### 24. Assignment.

You may not assign your rights and obligations under the Terms and Conditions to any other party. We may assign our rights and obligations under the Terms and Conditions to our successor-in-interest or to any, directly or indirectly, affiliated company without your consent.

#### 25. No Waiver.

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

#### 26. Governing Law.

The Service is governed by applicable clearinghouse rules, state laws, federal laws and regulations (in each case to the extent that such have not been varied by this Agreement). The Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Wisconsin.

#### 27. Headings.

Headings are used for reference purposes only and shall not be deemed part of the Terms and Conditions.

#### 28. Miscellaneous

You agree not to use your account or the service in any illegal activity. All trademarks, service marks, and trade names referenced in this material are the property of their respective owners. Lake Ridge Bank is a Member FDIC and an Equal Housing Lender. You agree that you are at least 13 years of age and you will use the service for personal use only.

#### Lake Ridge Bank Alerts Terms and Conditions

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

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.

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

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

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

**Alerts via Text Message.** To stop Alerts via text message, **text "STOP" to 96924 at anytime**. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **Lake Ridge Bank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **96924**. In case of questions please contact customer service at (608)223-3000. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

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

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may

include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

## TERMS OF SERVICE

Last updated June 1, 2021

### GENERAL TERMS FOR EACH SERVICE

**1. Introduction.** This Terms of Service document (hereinafter "Agreement") is a contract between you and **Lake Ridge Bank** (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

**2. Service Providers.** We are offering you the Service through one or more Service Providers that we have engaged to render some or all the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

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

**4. 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 recipients to whom you send payments).

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

**6. Notices to Us Regarding the Service.** Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: 6430 Bridge Road, Monona, WI 53713. We may also be reached at (608) 223-3000 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

**7. Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

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

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

**10. 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.

**11. 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.

**12. 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.

**13. Prohibited Payments.** The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

**14. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all 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 the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

**15. Payment Methods and Amounts.** There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

**16. Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

**17. 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.

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

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

**19. Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

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



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

**21. Service Termination, Cancellation, or Suspension.** If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

## **22. Errors, Questions, and Complaints.**

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
  1. Tell us your name;
  2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
  3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies

of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

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

**24. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

**25. Password and Security.** If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

**26. 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 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

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

**28. Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

**29. Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. **BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.**

**30. Indemnification.** You agree to defend, indemnify, and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including

attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

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

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

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

**34. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM

BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**35. Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

### **36. Definitions.**

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

## **ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS**

### **1. Description of Service, Authorization and Processing.**

- a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to

these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

- b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).
- d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
  4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong

Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**2. Transfer Methods and Amounts.** Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

**3. Transfer Cancellation Requests.** You may cancel a transfer at any time until it begins processing (as shown in the Service).

**4. Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**5. Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

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

**7. Returned or Failed Transfers.** In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

## 8. Definitions

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.