

## ONLINE BANKING AGREEMENT AND DISCLOSURE

### ONLINE BANKING

These are the terms of your Online Banking Agreement with Pedestal Bank ["Bank"] for accessing your accounts and making use of other services via the Internet through the Bank's Online Banking. Whenever you use Online Banking, or authorize others to use it, you agree to these terms. The Bank may amend these terms from time to time. You will be notified of any amendments that affect your rights or obligations within the appropriate time period. Each of your accounts at the Bank, which are accessed by Online Banking, continue to be governed by the applicable account disclosures and regulations relating to deposit accounts and other services and electronic fund transfer agreement and disclosures, otherwise known as Disclosures and Regulations here in referred to as the "Disclosures". These include but are not limited to the Terms and Conditions of Your Account (Account Agreement), Funds Availability Disclosure (Reg CC), Electronic Funds Transfer Disclosure (Reg E/EFTA), Substitute Checks and Your Rights Disclosure and the applicable Fee Schedule, as they may be amended from time to time.

#### Article I. GENERAL TERMS

##### Section 1 Definition of Terms

- a. "You" and "Your" means any person who applies for Online Banking with the Bank through completion of a Bank Online Banking Enrollment or Corporate Cash Management Application and all persons authorized by the applicant to use their Online Banking Access Codes or other means of access we establish or approve.
- b. "We," "us," "our," and "Bank," refer to Pedestal Bank or one of its affiliates.
- c. "Business Day" shall mean Monday-Friday, except for bank holidays. Contact the Bank for bank holidays and hours of operation.
- d. "Payee" means the merchants, individuals or institutions you wish to pay using the Bill Payment Service.
- e. "Online Banking Agreement" means the Bank's Online Banking Agreement & Disclosure.
- f. "Online Banking" or "Bank's Online Banking" "or " Bank's Online Banking Service" means our service that allows you to make payments, transfer funds, access accounts, make purchases, obtain information, and perform other transactions via the internet by use of a personal computer and modem and/or other means we authorize or allow.

**Section 2 General Description of Services** Account access via the Bank's Online Banking Service allows you to:

- a. View account balances and transaction history.
- b. Transfer funds between accounts held at the Bank.
- c. Make loan payments.
- d. View transaction history details.
- e. View e-statements.
- f. View images of checks.
- g. Submit stop payment requests.
- h. Download account transactions.

Bill Pay Services through the Bank's Online Banking allow you to:

- i. Pay bills to merchants, individuals, & organizations.
- j. Set up recurring payments.
- k. View payment history.

- I. Utilize ebill functionality.

Corporate Cash Management Services (available for approved commercial customers) through the Bank's Online Banking allow you to:

- m. Submit wire transfer requests.
- n. Originate ACH transactions (direct deposit or direct debit).
- o. Make remote deposits from merchant/customer locations.
- p. Upload positive pay items and decision positive pay exceptions

**Section 3 Requirements for Your Use:** To access your accounts through the Bank's Online Banking, you must have a Bank account and complete a Bank Online Banking Enrollment or a Bank Corporate Cash Management Application. In addition, you will need a personal computer, internet service through the provider of your choice, and a compatible web browser with no less than 256-bit data encryption or an appropriate level of encryption as determined by the Bank in its sole discretion. You may download a compatible web browser for free at Microsoft Internet Explorer®.

You are responsible for the installation, maintenance and operation of your computer and your browser software. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate your computer or your software properly. The Bank is not responsible for any errors or failures from any malfunction of your computer or your software. The Bank is not responsible for any electronic viruses that you may encounter. The Bank is not responsible for any computer virus-related problems that may be associated with the use of Online Banking. The Bank has no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software.

**Section 4 Customer Support:** If you need assistance with the Online Banking Service, or if you need to communicate with the Bank, you may contact us by phone, e-mail, or standard mail. Customer support is available between 8:00 A.M. and 5:00 P.M. CST Monday-Friday, except for bank holidays. Contact the Bank for bank holidays and hours of operation. Regular electronic mail (e-mail) is not secure, therefore, we request that you do not send us sensitive information or ask for sensitive information, etc. via any general form of e-mail system.

- a. **Contact information for Bank is as follows:**

**Pedestal Bank  
eServices  
PO Box 4177  
Houma, LA 70361  
(877) 580-2265  
service@pedestal.bank**

**Section 5 Hours of Accessibility:** You can access your accounts through the Bank's Online Banking Service seven days a week, 24 hours a day. However, at certain times, the Bank's Online Banking service may not be available due to routine system maintenance or reasons beyond our control. We specifically do not warrant that Online Banking will be available at all times.

**Section 6 Account Access via Online Banking:** Account access through the Bank's Online Banking Service allows you to conduct the following functions online: view account balances and transaction history, transfer funds between accounts held at the Bank, make loan payments, view and print current and previous month's transaction details, view e-statements, view images of checks, submit stop payment requests, and download account transactions to your personal computer.

There are no monthly or transaction fees for accessing your account(s) through the Bank's Online Banking Service for individuals. Bill Pay is an optional service and there are no monthly fees for individuals.

There are no monthly or transaction fees for accessing your account(s) through the Bank's Online Banking Service for commercial customers. Bill Pay is an optional and chargeable service for all business and commercial customers. Corporate Cash Management features are charged fees as specified in the applicable service agreement.

Please note that fees may be assessed and billed separately by your Online Service Provider (ISP) and are not included in the Bank's Online Banking Service.

**Section 7 Electronic Statements (estatemnts):** Electronic statements (estatemnts) via the Bank's Online Banking Service is an available service. By applying for estatemnts and logging into Online Banking you agree to the Terms and Conditions listed in the Electronic Delivery of Disclosure Statement.

**a. Your Consent is Required:** If you consent, the federal Electronic Signature in Global and National Commerce Act ("ESIGN") allows us to provide certain information to you electronically that you are entitled to receive in writing. By checking the "I Accept" box below, you consent and agree that Bank may, but is not obligated to, send any and all communications from us, including but not limited to, periodic statements, notices (e.g. renewal, change of terms and other notices), disclosures (e.g. initial, periodic, annual, or other disclosures), and other communications which we are required or otherwise choose to send to you in any capacity in which we may act with respect to any account, including but not limited to deposit and loan accounts, you have ("Accounts") or service you receive from us (collectively "Communications"). The Communications may include, in addition to other documents and disclosures, disclosures pursuant to: Electronic Funds Transfer Act and Regulation E, Truth in Savings Act and Regulation DD, Funds Availability Act and Regulation CC, and any other applicable federal, state or local law, or regulation or any agreement with you. By checking the "I Accept" box below, you agree to receive all such Communications from us electronically and that any notices sent by e-mail will be deemed delivered and received on the date sent to your e-mail address, whether or not you actually receive the e-mail. These disclosures will not be distributed in paper format unless you contact us and request a paper version. To withdraw your consent to receive these disclosures electronically, contact us via mail or phone at;

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**b. Electronic Statements (estatemnts):** Your consent to receive estatemnts covers the periodic statements that are provided to you in connection with your accounts at the Bank. You understand that you will access your estatemnts by the Bank's Online Banking product. By accessing estatemnts via Online Banking, you agree to all the terms and conditions listed in the Bank's Online Banking Agreement & Disclosure. You may view, print, copy or download your periodic statements. Statements are available for viewing on the day after your account statement cycle date and will remain available for access for a time period of no less than 90 days. A reminder email will be sent monthly to your email address on file advising you of the availability of your current estatement. It is your responsibility to promptly review your estatement and notify us in writing immediately of any error or unauthorized transaction as indicated in the Electronic Fund Transfer Disclosure (REG E). Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the day your estatement is available via Online Banking.

Your consent applies to Electronic Statements (estatemnts), Privacy Policy and Electronic Fund Transfer Disclosure. To ensure that we are able to provide you with notices and information from time to time, you must update us with any change in your email address. Log into Online Banking to update your email address, or contact us by mail or phone using the information below. You agree to consent electronically by enrolling and accessing our Online Banking product. In order to receive the disclosures electronically the following minimum computer hardware and software requirements must be met: personal computer system with internet connectivity; sufficient available hard disk drive space; 128-bit or higher SSL (Secure Socket Layer) compatible browser, such as current supported versions of Internet Explorer; computer monitor capable of displaying internet web pages and graphics; a Portable Document

Format (PDF) reader, such as Adobe Acrobat Reader; and a supported operating system, such as current versions of Windows or Apple iOS.

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**c. Consent and Acknowledgement.** This consent applies to any Accounts and services, which you have in the past, now or in the future request to use with Bank. By accepting, you are acknowledging receipt of each notice and are agreeing to accept Communications electronically as described above for such products and services you may have now, may have in the future, or have had in the past. We may always, in our sole discretion, provide you with any Communication in writing, even if you have chosen to receive it electronically.

**Section 8 Transfers:** Through the Bank's Online Banking Service you are allowed to make transfers between your various Bank accounts. You may also make your Bank loan payments. You must be an owner of and have the unrestricted right of withdrawal from all accounts to or from which you request a transfer. We reserve the right to deny transfers between certain types of accounts under certain circumstances.

A transfer initiated through the Bank's Online Banking Service before 6:00 p.m. (Central Standard Time) on a business day is posted to your account the same day. All transfers completed after 6:00 p.m. (Central Standard Time) on a business day or on a Saturday, Sunday or bank holidays, will be posted on the next business day. Our business days are Monday through Friday, except for bank holidays.

The number of transfers from accounts may be limited as described in the applicable portions of the deposit account information. Each payment or transfer through Online Banking from a savings or money market account is counted as one of the six limited transfers permitted each statement period, as described in the Disclosures and Regulations.

Recurring transfers are those made for the same amount and are made on a periodic basis. Once started, recurring transfers will be made automatically unless you change the transfer information prior to the specified date of the transfer.

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. You must be an owner of the designated Transfer account. You may not designate any account that requires more than one signature for withdrawals.

**Section 9 External Transfers - Account to Account (A2A) and Person to Person (P2P)**

You may use Bank's Online Banking Service to initiate payments to or from any designated Deposit Account owned by you at the Bank to transfer funds to or from an account ("receiving account") owned by you or another individual at a different, unaffiliated, Financial Institution in the United States.

**a.** You expressly authorize us to debit the appropriate Deposit Account in the amount of any external transfer through Bank's Online Banking made by you or by any other person who is authorized by you to use your Password or to whom you provide or make available your password. You agree that we may treat any such external funds transfer from a Deposit Account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such bank transfer to a Deposit Account the same as a deposit.

**b.** Your ability to initiate bank transfers from Deposit Accounts may be limited by federal law or by the terms of your deposit agreement with us. Bank transfers from Deposit Accounts that are savings or money market deposit accounts are limited as required by federal regulation. If your Deposit Account does not have sufficient available funds, the transfer may not be completed.

c. You acknowledge and agree that you are responsible for describing the receiving account information correctly. If a transfer describes the receiving account inconsistently by name and account number, payment of the transfer transmitted to the receiving Financial Institution might be made on the basis of the account number even if it identifies a person different from the named receiver, and that your obligation to pay the amount of the transfer is not excused in such circumstances.

d. You acknowledge and agree that once an external funds transfer has been initiated by you, it cannot be stopped or revoked. If you discover that an external funds transfer was initiated in error, you may notify the Bank and the Bank will use its best efforts to correct the transfer. The Bank shall have no liability arising out of your initiation of erroneous external transfers or the Bank's attempts to correct such transfers.

e. When you initiate an external transfer, you must have sufficient funds available in the selected Deposit Account to cover the amount of the transfers. If your Deposit Account does not have sufficient available funds, the transfer may not be completed. If your Deposit Account does not have sufficient available funds to issue a transfer as of the date the transfer is scheduled to be deducted and the Bank has not exercised its right to reverse or reject a transfer, you agree that this will constitute an overdraft under the Deposit Agreement, and to pay any fees incurred as set forth in our current Fee Schedule. We are under no obligation to notify you if we do not complete a transfer because there are insufficient funds in your account to process a transaction. In all cases, it is your responsibility to remake and resubmit such transfers, or otherwise resolve the rejection or return. Online transfer services described in this Agreement are made available by a third party Service Provider with whom the Bank has contracted to provide external transfer services to its customers. The Bank, at its sole discretion, reserves the right to change External Transfer Service Providers.

**Section 10 Stop Payments:** Stop payments requests may be submitted via the Bank's Online Banking Service. Stop payment requests may only be submitted on checks with a check number printed on the item. The check number, amount of the check, and payee information must be submitted to assure that the item can be stopped prior to payment. The normal bank stop payment fee will be assessed for stop payment requests submitted via Online Banking.

A stop payment request initiated through the Bank's Online Banking Service before 4:30 p.m. (Central Standard Time) on a business day will be processed the same day. All transfers completed after 4:30 p.m. (Central Standard Time) on a business day or on a Saturday, Sunday or bank holidays, will be processed on the next business day. Our business days are Monday through Friday, except for bank holidays.

Stop payment requests must be submitted to the Bank within a reasonable time for the Bank to act upon the stop payment request order prior to the final payment of the check. Stop payment requests cannot be initiated through the Bank's Online Banking Service for any automated clearing house/pre-authorized electronic funds transfer (ACH/EFT) items; any cashier's checks; certified check or other official institution check purchased from the Bank; or any check guaranteed by the Bank. All stop payment requests are conditional and subject to Bank verification that the check has not already been paid or that some other action to pay the check has not been taken.

A stop payment request submitted via the Bank's Online Banking Service will be considered a written stop payment order and is effective for six (6) months only and will expire automatically at that time unless you specifically renew it in writing prior to the expiration.

**Section 11 Corporate Cash Management Features:** Corporate Cash Management features are available to approved commercial customers who have submitted all required financial information and agreed to and accepted all terms of the applicable service agreement. Corporate Cash Management features allow you perform the services previously stated within this agreement. Each Corporate Cash Management service is contracted individually and is subject to approval by the Bank and acceptance of the agreement and disclosure including the terms and conditions of the individual service and the associated fees.

## **Section 12 Changes to Charges, Fees, or Other Terms:**

**a.** Personal Accounts and Services. The Bank may amend this Agreement at any time by sending notice to you by mail, or to the extent permitted by law: by e-mail or electronic communication through Online Banking, at least 30 days before the effective date of the amendment. You will always be notified if the change would result in:

- (i) Increased fees for you;
- (ii) Increased liability for you;
- (iii) Fewer types of available electronic fund transfers; or
- (iv) Stricter limitations on the frequency of dollar amount of transfers.

We are not required to give notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an account or an electronic fund transfer system. However, if such a change is permanent, and disclosure would not jeopardize security, we will notify you in writing with the next regularly scheduled periodic statement, via our website, or via email within 30 days of making the change permanent.

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

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

**b.** Business Accounts and Services. The Bank may amend the terms of this Agreement and/or alter, change, or modify the Services provided under the terms of this Agreement (including the fees and charges for Services listed) or any supplemental agreement at any time in its sole discretion by providing notice. If required by agreement or by applicable law, notice will be given for the required applicable number of days in advance of such amendments by mailing a copy of the amendment to you at your most recent address shown on our records or by providing notice delivered to the last email address you have provided us. Your continued use of the Services shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless received in writing by Bank and agreed to by the Bank in writing.

**Section 13 Confirmation or Receipt:** A confirmation or receipt will be displayed at the time you make a transfer, submit a bill payment, submit a stop payment request, or initiate cash management transactions. This confirmation or receipt should be printed and kept for your records.

**Section 14 Cancellation of Services:** If you wish to cancel any of your Online Banking Services, please contact Bank by phone, e-mail, or standard mail using the information below. Customer support is available between 8:00 A.M. and 5:00 P.M. CST Monday-Friday, except for bank holidays. Regular electronic mail (e-mail) transmissions are not secure, therefore, we request that you do not send us or ask for sensitive information, etc. via any general form of e-mail system.

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If, for any reason, you should ever wish to cancel Online Banking, your scheduled payments and transfers will be automatically deleted. For this reason, if you cancel Online Banking, you should make other payment or transfer arrangements. This will also ensure that future payments or transfers made by you will not be duplicated. Termination of Online Banking will be effective the first business day following receipt of your notice to terminate.

Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

The Bank reserves the right to terminate the Online Banking Agreement & Disclosure, in whole or in part, at any time for any reason.

**Section 15 New Services:** The Bank may, from time to time, introduce new Online Banking Services and/or enhancements to the current service. We shall update this Online Banking Agreement & Disclosure and notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms contained in this Online Banking Agreement & Disclosure.

## **Article II. ADDITIONAL PROVISIONS**

**Section 1 Usage:** Your first use of the Bank's Online Banking Service confirms your agreement to and understanding of the terms and conditions in the Online Banking Agreement & Disclosure.

You agree to the terms of this agreement and the schedule of charges that may be imposed. You authorize us to deduct applicable charges and payments, as accrued, directly from your designated payment account. You are liable for all transactions that you may make or authorize, even if the person you authorize exceeds your authority. If you have given someone your Online Banking Access Codes or any other means of access and you want to terminate that person's authority, you must change your Access Codes or other means of access or take additional steps to prevent further access by such persons.

**Section 2 Access Codes:** You will be given an Online Banking Access Codes (Collectively referred to as "Access Codes") that will give you access to your accounts through the Bank's Online Banking Service. Once you have submitted a completed Online Banking Application, or Corporate Cash Management Agreement, you will receive your Access Codes. The Access Codes issued to you are for security purposes. Your password is confidential and should not be disclosed to unauthorized users. Unless otherwise specified, your Access Codes will allow access to information on all accounts owned by you or as otherwise specified in your Corporate Cash Management Agreement documentation. Should you wish for a user to have only limited access to Online Banking functions for a Business account (e.g., view only access without the ability to transfer funds or initiate bill payment requests), advise us of the user name and desired access rights in a method approved by Bank and we will issue a restricted Access Codes which allows only those functions specified. The Bank is entitled to act on the instructions received under your Access Codes. For security purposes, it is recommended that you memorize the Access Codes and do not write them down. You are responsible for keeping your Access Codes and other account data confidential. Anyone to whom you give your Online Banking Access Codes or other means of access will have full access to your accounts, even if you attempt to limit that person's authority. For this reason, you should not disclose your Online Banking Access Codes to other persons. Providing these Access Codes to another person effectively constitutes a grant of authority to access your accounts.

You will be asked to select a new Password upon your initial use of Online Banking. You may change your password at any time by clicking on the "Change Password" option. Passwords must comply with the Bank's minimum password requirements as stated within the Online Banking system. Passwords are case sensitive. At periodic intervals, for security purposes, the system may automatically prompt you to change your password. This interval is based on the available options within the system. The interval is subject to change from time to time, but will not be more often than every 90 days. You should carefully select a password that is hard to guess. (We suggest that you stay away from names, dates, and information that may be easily guessed.) You agree not to disclose or otherwise make your password available to any unauthorized user.

In order to ensure the security of your records, we will end your online session if we have detected no activity for 15 minutes. This is to protect you in case you accidentally leave your computer unattended while you are logged on. When you return to your computer, simply re-enter your Access Codes and continue your session.

**Section 3 Security Procedure.** The use of the Access Codes, in addition to other authentication methods described below, is a security procedure established by Bank to authenticate the identity of the person attempting

to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your Access Codes from time to time for security reasons.

**a.** You agree to comply with the “Security Procedures” and any other Security Procedures Bank directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure (“Security Devices”), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to this Agreement or your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.

**b.** You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User Name), you agree to change Security Devices frequently in order to ensure the security of the Security Device, and in any event no less frequently than every six months. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. If you are a business, you agree to indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney’s fees, caused by your, your employees’, or agents’ failure to keep the Security procedures or Security Device confidential and secure.

**c.** You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.

**d.** We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.



**Section 4 Additional Security Measures:** To provide the highest level of security for Online Banking customers, the Bank has incorporated an additional layer of security as part of the log in procedures for Online Banking. This additional level of security will help ensure that your information is secure, protecting you from fraud and identity theft.

The Bank's Online Banking customers (individuals and commercial) will have to establish Advanced Authentication (also known as Out of Band Authentication). Out of band uses PC Forensics software that will allow the bank to identify you and your computer as part of the Online Banking log in process. Upon login, the system will examine the PC and compare to database of known devices associated with the user. If the device is not recognized, the service will place an outbound voice call or text message to a phone number already in the banks records for that user. The out of band call or text will deliver a one-time passcode used to authenticate the user for that login. Users cannot access online banking until they are able to provide a valid one-time passcode when attempting to login from an unrecognized device.

**Section 5 Physical and Electronic Security:**

a. You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Bank is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

b. You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). If you are a business, you agree to educate your representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Bank will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Bank transmits to you. In the event you receive an e-mail or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, you agree that Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

c. In the event of a breach of the Security Procedure, you agree to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Bank shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Bank.

**Section 6 Prohibited Transactions.** You agree not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) to

engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that Bank has no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement. Federal laws prohibit US citizens and businesses from sending money, making payment, or conducting business with certain countries and entities believed to be terrorists, criminals, or enemies of the United States. This law is enforced by the Office of Foreign Asset Control. The payees on all payments made through the Online Banking bill pay service are checked against government lists. Payments made to any payee found to match an entity or person on a government list will not be completed. You will be notified when this occurs. The bank is not liable for any damages or liability the maker may incur due to cancellation of the payment in accordance with federal law.

**Section 7 Reliance on Third Parties:** Our ability to provide certain Services is dependent upon our ability to obtain or provide access to third party vendors and networks. In the event any third party is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors.

**Section 8 Internet Access:** Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system. Your use of the Internet will be entirely at your own risk. We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or of any Internet web site, including without limitation our web site; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services. Bank hereby advises Customer, and Customer hereby agrees, to scan its computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses.

**Section 9 Unauthorized Transactions in Your Accounts:** Notify us immediately if you believe another person has improperly obtained your Online Banking Access ID or Password. Also notify us if someone has transferred or may transfer money from your Bank deposit account without your permission, or if you suspect any fraudulent activity on your account. Telephoning us is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). To notify us, please contact a Customer Service Representative at (877) 580-2265. Customer support is available between 8:00 A.M. and 5:00 P.M. CST Monday-Friday, except for bank holidays.

For individual consumer customers as defined and covered by the Electronic Funds Transfer Act (Regulation E): If your Online Banking Access has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if an unauthorized person uses your Online Banking Access without your permission to access Online Banking and/or initiate a transaction. If you do NOT notify us within two (2) business days after you learn of the loss or theft, and we can prove that we could have stopped someone from using your Online Banking Access without your permission had you told us, you could be liable for as much as \$500.00. Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us at once. If you do not notify us within sixty (60) days after your Bank statement was mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not recover any money lost after the sixty (60) days.

**Section 10 Limit of Liability:**

a. ANY PROVISION IN THIS AGREEMENT, ANY OTHER AGREEMENT OR THE RULES TO THE CONTRARY NOTWITHSTANDING, BANK SHALL ONLY BE LIABLE FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND BANK'S LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF (i) CUSTOMER'S ACTUAL DAMAGES OR (ii) THE TOTAL FEES PAID BY CUSTOMER TO BANK FOR THE ONLINE BANKING SERVICES FOR THE PERIOD OF SIX MONTHS IMMEDIATELY PRECEDING THE DATE OF THE ALLEGED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL BANK OR ANY PROVIDER BE RESPONSIBLE OR LIABLE

FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, LOSSES OR INJURIES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER) ARISING OUT OF, OR RELATED TO, THE USE BY CUSTOMER OF THE ONLINE BANKING SERVICES OR ANY SERVICE OR THE FAILURE OF BANK OR ANY PROVIDER TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS THEREUNDER, EVEN IF BANK OR SUCH PROVIDER(S) HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES.

**b.** CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF THE ONLINE BANKING SERVICES SHALL BE AT CUSTOMER'S SOLE RISK, AND THAT THE REMOTE DEPOSIT SERVICE IS PROVIDED BY BANK ON AN "AS IS" BASIS.

**c.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO CUSTOMER OR TO ANY OTHER PERSON, AS TO THE ONLINE BANKING SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY, AND BANK HEREBY DISCLAIMS ANY AND ALL OF THE SAME. CUSTOMER AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE REMOTE DEPOSIT SERVICE TO BE PERFORMED PURSUANT HERETO.

**d.** TO THE FULLEST EXTENT ALLOWED BY LAW, AND SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION DEALING WITH BANK'S LIABILITY FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BANK'S LIABILITY TO CUSTOMER UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE.

**e.** BANK MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO CUSTOMER OR TO ANY OTHER PERSON AS TO ANY COMPUTER HARDWARE, SOFTWARE OR EQUIPMENT IN CONNECTION WITH THE ONLINE BANKING SERVICES, INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S COMPUTER SYSTEMS OR RELATED EQUIPMENT, CUSTOMER'S SOFTWARE, OR CUSTOMER'S INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT CUSTOMER USES, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**f.** BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN, OR MALFUNCTIONS OF, CUSTOMER'S COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM CUSTOMER TO BANK, FROM BANK TO CUSTOMER, FROM CUSTOMER TO ANY PROCESSOR, FROM ANY PROCESSOR TO BANK, OR OTHERWISE. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING CUSTOMER OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF CUSTOMER'S COMPUTER HARDWARE OR SOFTWARE. BANK IS NOT RESPONSIBLE FOR, AND CUSTOMER HEREBY RELEASES BANK FROM ANY AND ALL CLAIMS OR DAMAGES RESULTING FROM, OR RELATED TO, ANY COMPUTER VIRUS OR RELATED PROBLEMS THAT MAY BE ASSOCIATED WITH USING ELECTRONIC MAIL OR THE INTERNET.

**SECTION 11 Indemnification:** IN ADDITION TO OTHER INDEMNIFICATION AND LIABILITY PROVISIONS ELSEWHERE IN THIS AGREEMENT, TO THE FULLEST EXTENT ALLOWED BY LAW, IF YOUR USE OF THE SERVICE IS NOT PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, AND/OR IF YOUR APPLICABLE ACCOUNT(S) IS (ARE) NOT ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, YOU WILL BE LIABLE FOR, HOLD HARMLESS, AND WILL INDEMNIFY BANK, AND THEIR EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS OF ANY SORT BY THIRD PARTIES OR OTHERS ARISING OUT OF THIS AGREEMENT, INCLUDING ALL LOSSES AND EXPENSES INCURRED BY BANK ARISING OUT OF YOUR FAILURE TO REPORT REQUIRED CHANGES, TRANSMISSION OF INCORRECT DATA TO BANK, OR FAILURE TO MAINTAIN COMPLIANCE WITH ALL LAWS,

REGULATIONS AND RULES. EXCEPT FOR THOSE LOSSES CAUSED DIRECTLY BY BANK'S GROSS NEGLIGENCE OR TO ACT IN GOOD FAITH, YOU AGREE TO INDEMNIFY AND HOLD BANK, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED IN ANY WAY TO (I) ANY SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT, (II) BANK'S ACTION OR INACTION IN ACCORDANCE WITH OR RELIANCE UPON ANY INSTRUCTIONS OR INFORMATION RECEIVED FROM ANY PERSON REASONABLY BELIEVED BY BANK TO BE AN AUTHORIZED REPRESENTATIVE OF YOU, (III) YOUR BREACH OF ANY OF YOUR COVENANTS, AGREEMENTS, RESPONSIBILITIES, REPRESENTATIONS OR WARRANTIES UNDER THIS AGREEMENT, AND/OR (IV) YOUR BREACH OF APPLICABLE LAWS, RULES OR REGULATIONS.

**Section 12 Error Resolution:** Call or write to us as soon as possible if you think your statement, account or transaction information is wrong or if you need more information about a transaction listed on your statement or shown through the Bank's Online Banking Service. We must hear from you no later than sixty (60) days after we mail the FIRST statement on which the problem or error appeared. Customer support is available between 8:00 A.M. and 5:00 P.M. CST Monday-Friday, except for bank holidays. Electronic mail (e-mail) transmissions are not secure, therefore, we request that you do not send us or ask for sensitive information, etc. via any general form of e-mail system. Contact information for Bank is as follow:

**Pedestal Bank  
eServices  
PO Box 4177  
Houma, LA 70361**

**(877) 580-2265  
service@pedestal.bank**

- 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 business days.

**Section 13 Limits on Withdrawals:** If any of your qualifying accounts are money market or savings accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited according to the terms of Regulation D. Withdrawals covered by this limitation are ones made by means of preauthorized transfer, automatic transfer, or payments arranged by telephone request. For accounts governed by REG D, the regulation also limits the total number of withdrawals may be made by check, draft, debit card, or similar order payable to third parties. You also agree and understand that these accounts are subject to the Terms and Conditions of Your Account (Account Agreement) and other Disclosures as may apply to your account(s) at the Bank..

**Section 14 Enforcement:** In the event either party brings a legal action to enforce this agreement or collects amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

**Section 15 Other Provisions:** There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Disclosure (REG CC) to determine the availability of the funds deposited into accounts. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

**Section 16 Disclosure of Account Information:** You authorize the Bank and each of its affiliates to disclose to third parties, agents, and affiliates, such as independent auditors, consultants or attorneys, information you have provided or that we or our affiliates have obtained about your accounts and the transfers you make:

- to comply with government agency or court orders or requests; or
- to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- where it is necessary for completing transfers; or
- to provide services relating to your account; or
- if you give us your further permission.

**Section 17 Internet Disclaimer:** Bank does not, and cannot, control the flow of any documents, files, data or other information via the Internet, whether to or from Bank's network, other portions of the Internet or otherwise. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability arising out of, resulting from or related to, such events, and in no event shall Bank be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or Customer's or Bank's ability or inability to connect to the Internet.

**Section 18 Arbitration and Waiver of Jury Trial.** CUSTOMER, AGENT AND BANK AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS AGREEMENT INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN CUSTOMER AND/OR AGENT AND BANK, OR BETWEEN CUSTOMER AND/OR AGENT, AND ANY OF BANK'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF, FROM OR IS IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIALLY REASONABLE ARBITRATION RULES AGREED UPON BY THE PARTIES ("THE ARBITRATION RULES"). UPON NOTICE BY EITHER PARTY TO ARBITRATE, THE PARTIES WILL ATTEMPT TO REACH AN AGREEMENT AS TO THE SELECTION OF THE ARBITRATOR WITHIN THIRTY (30) DAYS OF THE DATE OF DEMAND FOR ARBITRATION. IF THE PARTIES CANNOT AGREE ON THE IDENTITY OF AN ARBITRATOR OR UPON THE ARBITRATION RULES WITHIN THIRTY (30) DAYS, THEN THE ARBITRATOR AND THE ARBITRATION RULES SHALL BE EXCLUSIVELY SELECTED BY THE DISTRICT COURT FOR THE COUNTY, PARISH, OR STATE IN WHICH THE BANK'S CORPORATE HEADQUARTERS RESIDE. THE PARTIES AGREE THAT THE COURT'S JURISDICTION IS LIMITED SOLELY TO THE SELECTION OF THE ARBITRATOR AND THE ARBITRATION RULES AND THE COURT'S DECISION SHALL BE FINAL AND NON-APPEALABLE. IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) NEITHER CUSTOMER NOR AGENT WILL HAVE THE RIGHT TO GO TO COURT (EXCEPT TO SELECT AN ARBITRATOR AND THE ARBITRATION RULES) OR TO HAVE A JURY TRIAL; (B) NEITHER CUSTOMER NOR AGENT WILL HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES OR OTHERWISE AGREED UPON BY THE PARTIES; (C) NEITHER CUSTOMER NOR AGENT WILL HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN CUSTOMER AND/OR AGENT AND BANK. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF THE ACCOUNT AND THE TERMINATION OF THIS AGREEMENT.

**Section 19 Authority and Joint Accounts.**

a. THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO SERVICE AND ACCOUNTS ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

You hereby represent and warrant that you have full right, authority and power to execute, deliver and perform this Agreement. If this account is a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone may perform transactions, obtain information, stop or change payments or transfers,

terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of, or notify any other of you. However, each of you will only be permitted to access accounts for which you are an owner or authorized user.

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

**b. THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO SERVICE AND ACCOUNTS ESTABLISHED PRIMARILY FOR BUSINESS PURPOSES.**

**(i) Compliance with Laws, Rules, and Regulations.** You agree to comply with all existing and future instructions used by the Bank for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association ("NACHA") and any other clearinghouse or other organization in which the Bank is a member or to which rules the Bank has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

**(ii)** BY CLICKING ON THE "I AGREE", "CONTINUE", "SUBMIT", OR ANY BUTTON RELATING TO THIS AGREEMENT WITHIN ONLINE BANKING, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT YOU ACCEPT THIS AGREEMENT WITHOUT MODIFICATION, AND THAT YOU WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF YOU SIGNED THE AGREEMENT. YOU AGREE TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT AND SUCH TERMS AND CONDITIONS AS MAY BE AMENDED IN THE FUTURE. BUSINESS CUSTOMERS MUST ALSO SIGN THE ONLINE BANKING APPLICATION.

### **Article III. Mobile Banking**

#### **Section A TERMS AND CONDITIONS**

**End User Terms.** This service is provided to you by the Bank and licensed from a Third Party (the "Licensor") mobile technology solution. Section A is a legal agreement between you and the Bank. Section B is a legal agreement between you and the Licensor.

Thank you for using Mobile Banking combined with your handheld's text messaging capabilities. For help, text "HELP" to 49794. To cancel your plan, text "STOP" to 49794 at any time. In case of questions, contact Customer Service at (877) 580-2265 or by email at [service@pedestal.bank](mailto:service@pedestal.bank).

**Section A-1 Description of the Mobile Banking Service.** Mobile Banking Service refers generally to any service allowing an existing Bank customer to access and view accounts, including checking, certificates-of-deposit, money markets, loans, and lines-of-credit, selected by the customer ("Accounts") from a web-enabled mobile phone or device ("Mobile Device") whose network allows secure SSL traffic and supports WAP browsers. We do not guarantee the functionality of the Service on all wireless devices; however, generally, the Service should be compatible with any web-enabled mobile phone or other Mobile Device, regardless of make, model, or mobile service provider. This proprietary solution adapts to any screen size and can change dynamically to present items on any screen in a pleasing format. The Mobile Banking Service allows you to view Account balances, view account transaction history, transfer funds between Accounts, pay bills, view alerts, and remotely make deposits if your account qualifies. In most cases you may use the Service to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Service account access, restrict Service account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

You acknowledge and agree that these services may be provided by an independent third party service provider ("Vendor") as selected by Bank, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Bank. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other.

**Section A-2** The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from the Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.

**Section A-3 Your Mobile Device and Your Software.** We will not be responsible for any errors or failures from any malfunction of your Mobile Device or any malicious software or other problems related to the Mobile Device used with our Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your mobile browser (Internet Explorer Mobile®, Safari®, Opera Mini™/Opera Mobile™ or otherwise), your mobile service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use to access or communicate with the Service.

**Section A-4 Mobile Banking Access.** To access Mobile Banking, you must be enrolled in Online Service or register through your Mobile Device. As part of the registration process, you may be required to provide information about your Mobile Device, as well as the telephone number for your Mobile Device. ***It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated.*** We reserve the right to refuse or cancel your registration for Mobile Banking if we cannot verify information about your Mobile Device.

You may also be required to download and install an application or other software to your Mobile Device (a "**Mobile Application**") to access and use Mobile Banking. It is solely your responsibility to download and install the Mobile Application. We have no responsibility to notify you of any changes to or new releases of the Mobile Application and have no liability for any claims or damages arising from or relating to your failure to download and install any required Mobile Application.

**Section A-5 Mobile Application License.** You agree that the Mobile Application is licensed, not sold, solely for your use in accessing Mobile Banking and is licensed to you "AS IS" without any warranty. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO ANY MOBILE APPLICATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. You release us, our service providers, affiliates and all other parties from all claims and damages that may arise from or relate to your use of any Mobile Application and agree not to reverse engineer, decompile, disassemble or attempt to learn the source code of any Mobile Application. You understand and agree that although Mobile Banking is encrypted, it may include personal or confidential information about you such as your account activity or status.

**Section A-6 Mobile Device Security.** You are responsible for maintaining the security of your Mobile Device. Your Mobile Device is subject to the same security risks as a computer, and it is your responsibility to maintain anti-virus and anti-spyware programs on your Mobile Device. Except as otherwise provided herein, you are responsible for all transactions made using your Mobile Device, and all transactions performed using your Mobile Device, even if not intended by you, are considered transactions authorized by you. Mobile Banking will display sensitive information about your mobile Accounts, including balances and transfer amounts. Anyone with access to your Mobile Device may be able to view this information.

**Section A-7** Mobile Banking is provided for your convenience and does not replace your monthly account statement(s). In addition, the products, services or functionality described on the Online Service and this Agreement

may not be available through Mobile Banking, and we reserve the right to determine your eligibility for any product, service, or functionality.

**Section A-8 Program Revisions.** We may, from time to time, revise or update, or perform maintenance upon, our program, the Services, and/or related material, resulting in interrupted service or errors in the Services or rendering prior versions obsolete. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We reserve the right to terminate this Agreement as to all prior versions of our programs, the Services, and/or related material and limit access to our more recent versions and updates. Use of the Service after the effective date of any such revisions, updates, and/or changes will constitute your consent to the same.

**Section A-9 Use of Geolocation.** We reserve the right, at our sole discretion, to obtain your location through your Mobile Device and use such location information for fraud prevention and other purposes. Before we obtain your location, we will present you with an on-screen notice alerting you that we will capture your location.

**Section A-10 Export Control and International Use.** The United States controls the export of products and information containing encryption ("Controlled Technology"). You agree to comply with such restrictions and not to export or re-export any Controlled Technology within the Service to countries or persons prohibited under the Export Administration Regulations ("EAR"). By downloading any products or information from this Service, you are agreeing that you are not in a country where such export is prohibited and that you are not a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any products or information subject to the EAR. We do not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the United States. Accessing the Service from locations where its contents or use is illegal is prohibited by Bank. Those choosing to access the Service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.

## **Section B END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP**

### **To be Agreed to by End User Prior to Use of the Downloadable App**

**Section B-1 Ownership.** You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

**Section B-2 License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

**Section B-3 Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

**Section B-4 Disclaimer Warranty.** THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES



DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

**Section B-5 Limitations of Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

**Section B-6 U.S. Government Restricted Rights.** The Software is commercial computer software **subject to RESTRICTED RIGHTS.** In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

**Section B-7 Miscellaneous.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

**Section B-8 Content and Services.** Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

#### **Article IV. Mobile Deposit (Remote Deposit Capture).**

The use of the BANK's Check Deposit and/or other remote deposit capture services that the BANK or its affiliates ("BANK," "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with the BANK, including but not limited to this agreement and any and all other Disclosures, as applicable to your BANK account(s), are incorporated by reference and made a part of these terms and conditions.

**Section 1 Services.** The remote deposit capture services ("Services") are designed to allow you to make deposits to your checking, or savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to the BANK or the BANK's designated processor.

**Section 2 Acceptance of these Terms.** Your use of the Services constitutes your acceptance of these terms. These terms are subject to change from time to time. We may notify you of any material change via e-mail, text message, a statement message posted on your periodic account statement, or on our website(s) by providing a link to the revised Agreement or by an online secure message. Your continued use of the service after we notify you of any change in terms will constitute your acceptance and consent to be bound by the revised terms and conditions. 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.

**Section 3 Limitations of Service.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility 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.

**Section 4 Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the BANK from time to time. The BANK is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

**Section 5 Fees.** A fee may be charged for the Service. If a fee is assessed, you are responsible for paying the fees for the use of the Service. The BANK may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize the BANK to deduct any such fees from any BANK account in your name.

**Section 6 Security Interest.** You grant Bank a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, or any other Bank, and in all funds in such Accounts or other deposits, to secure your obligations to Bank under this Agreement. This security interest will survive termination of this Agreement.

**Section 7 Eligible items.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to the BANK is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items ("Prohibited Check"):

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing an alteration on the front of the check or item, or which 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 payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by the BANK's current procedures relating to the Services or which are otherwise not acceptable under the terms of your BANK account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service, through a remote deposit capture service offered at any other financial institution, or otherwise previously presented or negotiated elsewhere
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department

If you deposit a Prohibited Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Bank's written consent to do so, you provide Bank with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

**Section 8 Endorsements.** You agree to restrictively endorse any item transmitted through the Services as "For Remote Deposit Only Pedestal Bank" along with the account number the item is being deposited into, or as otherwise instructed by the BANK. You agree to follow any and all other procedures and instructions for use of the Services as the BANK may establish from time to time.

**Section 9 Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. 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 that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. In the event you do not have sufficient funds to cover any chargeback item, you agree to immediately deposit or otherwise transfer sufficient funds into the Deposit account to cover said chargeback. Including, funds held on deposit in other accounts at the Bank, or funds held for deposit in accounts at other Financial Institutions.

**Section 10 Availability of Funds.** In general, if an image of an item you transmit through the Service is received and accepted before 5:00 p.m. Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Our general policy is to allow you to withdraw funds deposited in your account on the first business day after the day we receive your deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first business day. In that event, we will notify you of the day your funds will be available.

**Section 11 Disposal of Transmitted Items.** Once you have deposited an item and your account has been credited; you should write "electronically deposited" or "Void" on the item and then securely dispose of it or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to the BANK upon request.

**Section 12 Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The BANK may establish limits specific to each user based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as the BANK, in its sole discretion, deems relevant.

**Section 13 Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in the BANK's sole discretion.

**Section 14 Errors in Transmission.** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. The BANK bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**Section 15 Image Quality.** The image of an item transmitted to the BANK using the Services must be legible, as determined in the sole discretion of the BANK. Without limiting the foregoing, the image quality of the items

must comply with the requirements established from time to time by the BANK, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

**Section 16 User Warranties and Indemnification.** You warrant to the BANK that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to the BANK is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless the BANK from any loss for breach of this warranty provision.

**Section 17 Termination.** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of any and all other Disclosures, or any other agreement with us.

**Section 18 Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

## **ARTICLE V. BILL PAYMENT.**

**Section 1 Bill Payment.** Bill Payment allows you to pay your bills electronically through the Online Service using electronic payments, or checks. We reserve the right to select the method in which to remit funds on your behalf to your Payee.

**Section 2 Payment Scheduling.** When scheduling payments you must select a Send on / Process Date that is no later than the actual Due Date reflected on your Payee statement. If the Send on / Process date fall on a non-Business Day, you must select a Date that is at least one (1) Business Day before. Scheduled or Recurring Payment Dates should be established to allow sufficient time for posting prior to any late date or grace period.

**Section 3 Payment Authorization and Payment Remittance.** By providing us with the names and account information of Payees to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through Bill Payment. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Payee directives.

When Bill Payment receives Payment Instructions, you authorize us to debit your Bill Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Due Date / Expected Delivery Date. The Bank is not responsible, and you agree to hold harmless the Bank and its Service Provider as a result of an error on your part regarding the amount of any bill payments. You authorize the Bank and Service Provider to process any bill in any amount to any payee deemed by bank to have been submitted and authorized by you in good faith. You also authorize us to credit your Bill Payment Account for payments returned to us by the U.S. Postal Service or Payee.

We will use our best efforts to make all your payments properly. However, the Service shall incur no liability if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

a. If, through no fault of ours, your Bill Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;

b. The payment processing center is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;

c. You have not provided us with the correct Bill Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,

d. Circumstances beyond our control (e.g. fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

**Section 4 Payment Cancellation.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Online Service. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited.

**Section 5 Stop Payment Requests.** Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact us. Although we will make every 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 stop payment request will be the current charge for such service as set forth in our fee schedule disclosure.

**Section 6 Prohibited Payments.** Payments to Payees outside of the United States or its territories through Bill Payment are prohibited.

**Section 7 Bill Delivery and Presentment.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

a. **Information Provided to the Payee:** We are unable to update or change your personal information (e.g., name, address, phone numbers and e-mail addresses) with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

b. **Activation:** Upon activation of the electronic bill feature, we may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

c. **Notification:** We will use our best efforts to present all of your electronic bills promptly. In addition to notification within Bill Payment, we may send an e-mail notification to the e-mail address listed for your Account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Online Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

d. **Cancellation of Electronic Bill Notification:** The Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. We will notify your electronic Payee(s) as to the change in status of your Account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

**e. Non-Delivery of Electronic Bill(s):** You agree to hold us and our service providers harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

**f. Accuracy and Dispute of Electronic Bill:** We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

**Section 8 Exclusions of Warranties.** BILL PAYMENT AND ANY RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Section 9 Failed or Returned Transactions.** In using Bill Payment, you are requesting that we make payments for you from your Bill Payment Funding Account. If we are able to successfully make the payment on your behalf, but unable to debit the amount for any reason associated with your Bill Payment Funding Account (e.g., there are insufficient funds in your Bill Payment Funding Account to cover the transaction, or your Bill Payment Funding Account has been closed), the transaction will be considered incomplete. In some instances, you will receive a return notice from Bill Payment. In any case, you agree that:

**a.** You will reimburse Bill Payment and/or Bank immediately upon demand for the transaction amount that has been returned to Bill Payment or Bank;

**b.** You will reimburse Bill Payment and/or Bank for any fees imposed by the Bank as a result of the return;

**c.** You will reimburse Bill Payment and/or Bank for any fees it incurs in attempting to collect the amount of the return from you;

**d.** Bill Payment and Bank are authorized to report the facts concerning the return to any credit reporting agency; and,

**e.** In the event that your Bill Pay Funding Account has been closed or for any other reason Bill Payment and/or Bank have not succeeded in collecting funds owed by you; you agree that Bill Payment and Bank have the right to debit the amount owed from the Bill Pay Funding Account, and turn the matter over to a 3<sup>rd</sup> party collections agency.

By using Bill Payment, you understand Payees and/or the U.S. Postal Service may return payments to us for various reasons (e.g. Payee's forwarding address expired, Payee account number is not valid, Payee is unable to locate account, or Payee account is paid in full). We will use reasonable efforts to research and correct the returned payment and return it to your Payee or void the payment and credit your Payment Account. If we are unable to complete the transaction for any reason, the bill will not be paid. In such case, you agree to reimburse Bill Payment and Bank for any fees imposed by the Payee or a financial institution as a result of the return. In some instances, you will receive a return notice from us.

**Section 10 Payee and Amount Limitation.** We may refuse to pay any Payee to whom you direct a payment. We will notify you promptly if we decide to refuse to pay a Payee. This notification is not required if you attempt to make a prohibited payment under this Agreement.

In addition, we may establish limits on the dollar amount and/or number of payments permitted through the Bill Payment. We will notify you promptly if we to refuse to make a Bill Payment in an amount scheduled by you.