

## Electronic Disclosures and Notices Consent Agreement

### Electronic Delivery of Statements

By completing the consent agreement, you agree to permit First Mutual Bank ("The Bank") to provide disclosures, notices, and statements to you in electronic form, instead of providing such notices, disclosures, and statements in written form.

Your consent and agreement shall relate to the receipt of notices, statements, and disclosures related to your selected account(s) electronically and shall remain valid until such time as you exercise your right to revoke this consent. You elect and authorize us, at our discretion, to electronically deliver your account statement(s), disclosures, and notices that we are required to provide you under applicable Federal and State statutes and their implementing regulations, as amended from time to time. Periodically, statements may contain electronic notices regarding changes to or information about your account(s) with us."

Other Federal and State laws and regulations ("laws") may be enacted or amended in the future to provide for electronic delivery of account statements and notices. Your election also authorized us, at our discretion, to provide electronic delivery of such statements and notices pursuant to these laws after they become effective.

**Terms and Conditions of Your Electronic Statement Agreement** By entering into this Agreement, you accept all the terms and conditions contained in the agreement. Please read it carefully.

The terms and conditions of your Account Agreement and Disclosure for each of your bank accounts as well as your other agreements with the Bank such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

This agreement is also subject to applicable federal laws and the laws of the state(s) that the bank operates in. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement.

### Definitions

"We", "Our", "Us" or "The Bank" mean First Mutual Bank

"You" and "your" refer to the account owner(s) authorized by the Bank to receive eStatements under this Agreement.

"Account" or "accounts" means your accounts at the Bank.

"Business days" means any calendar day other than Saturday, Sunday, or any holidays recognized by the Bank.

**Consent to Electronic Delivery of Account Statements** You have the right to receive monthly, printed Account statements mailed to your mailing address of record. By entering into this Agreement, you understand that the Bank will cease providing you with printed statements in the mail, and that all future account statements will be maintained on a website that you may access to obtain, review, print and otherwise copy/download your periodic statements. Each month we will send a notice to you advising you of the availability of your eStatement. You may then access your statement via a link to our website using the procedures we authorize. You agree to notify us immediately, via telephone, facsimile, or e-mail of any change in your e-mail address.

**Consent to Electronic Delivery of Notices** You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically via-email, notice with instructions/links or via an e-mail with attached disclosures. You agree to notify us immediately of any change in your e-mail address.

We will send all notices, attachments and/or documents via e-mail to the last known e-mail address provided by you. You agree to notify us promptly in writing (by letter sent via U.S. Mail) or by calling us at (833) 294-4643, of any change of your e-mail address. For your protection and for security purposes, we will not accept any change of e-mail address notices via e-mail. If you have not notified us in writing of any change of your e-mail address, you agree that your failure to provide us with a good e-mail address is the lack of ordinary care on your part. If we become aware that you are not receiving e-mail, we will send all notices, attachments and/or documents to you via U.S. Mail to your last address known to us.

**Security** You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement for each of your First Mutual Bank accounts as soon as you receive/access it. You agree to protect the confidentiality of your account and account number, and your user ID and password. You understand that your user ID and password by itself or together with information related to your account, may allow unauthorized access to your account. Data transferred via eStatement is not encrypted. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet, or e-mail transmitted to and from us, will not be monitored or read by others.

**Password Security** For security reasons, we will require the use of an individualized password to gain access to your First Mutual Bank statements. If you incorrectly enter your password three times you will be prevented from access to eStatements. If you are prevented access due to incorrect password, please contact us at (833) 294-4643.

Your logon password is confidential information that should be known only by you. First Mutual Bank will not, for any reason, ask for your logon password. If anyone contacts you and requests this information, contact us immediately. You are responsible for keeping your logon password confidential.

### **Periodic Statements**

By enrolling to receive eStatements, you will not receive a separate printed and mailed statement.

Your eStatement will be dated the day of the e-mail notifying you of the availability of your eStatement (the "E-mail Date"). You must promptly access/review your eStatement and any accompanying items and notify us in writing within the applicable time period specified in your Account Agreement and Disclosure of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone else to access/review your statement, you are still fully responsible to access/review the statement for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the E-mail Date regardless of when you receive and/or open the eStatement.

**Requesting Paper Copies** If you need to obtain a printed copy of a statement that has not been mailed to you because you have enrolled to receive eStatements instead, please call us at (833) 294-4643. First Mutual Bank will charge a duplicate statement fee for providing this service. Review our current Service Fee Schedule to determine this amount [www.firstmutal.bank](http://www.firstmutal.bank).

**Withdrawal of Consent** You understand that if you decide in the future that you would like to receive printed statements in the mail instead of receiving eStatements electronically, or receive notices and disclosures in the mail, you agree to notify the Bank in person, via telephone, or via U.S. Mail. Our telephone number and postal mail address are listed below in the section entitled "Communications between the Bank and You."

**Change in Terms** We may change any term of this Agreement at any time. If the change would result in increased fees for any bank service, or increased liability for you, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will provide any required notice of the change in terms to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we may notify you of the change in terms within 30 days after the change becomes effective. If there is more than one party to the account, notice to any one-account owner will be effective for all. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

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

### **Communications between First Mutual Bank and You**

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

Telephone: You can contact us by telephone at: (833) 294-4643 .

Postal Mail: You can write to us at: First Mutual Bank, FSB

P. O. Box 39 Belpre, OH 45714.

**eStatement Procedures** You will receive an e-mail shortly after the end of each statement period (not all accounts generate monthly statements) with your eStatement. You may link to the Bank's eStatement site by clicking on the link in the e-mail. Clicking this link will take you to the Login page for eStatements. You will need to enter your user ID and password to view your eStatement.

**Hardware and Software Requirements** We recommend Microsoft Edge 80 or higher or Firefox 73 or higher, Chrome 80, and Safari 14 but can support any browser with 128-bit encryption capabilities (i.e. Netscape 4.03 or higher). To access, download, and print eStatements, you need to have a personal computer with Internet and email access. You must also have Adobe Acrobat Reader 7.0 or higher. To download a free copy of Adobe Acrobat Reader, go to <http://www.adobe.com>.

## ONLINE BANKING AGREEMENT AND DISCLOSURES

**1. Coverage.** This Agreement applies to your use of Online Banking (“Internet Banking”), which permits you to access your accounts with First Mutual Bank via the Internet for various banking services. This Agreement applies to all persons that are parties to the accounts. In this Agreement, the terms “you” and “your” refer to each owner of an account accessible by Online Banking, and the terms “us,” “we,” and “our” refer to First Mutual Bank.

**2. Enrollment.** Access to Internet Banking can be provided in one of two ways

**Online:** You may enroll for Online Banking via [www.firstmutal.bank](http://www.firstmutal.bank) to access your First Mutual Bank accounts. During this process you will assign your access ID and password. Once you have completed the online enrollment process you will have access to your accounts and services offered by us.

**In person:** You may also complete the same online enrollment process for online banking in the branch during the new account opening process. All information is kept strictly confidential and is not released to non-related third parties except as permitted by law. Please refer to our Privacy Statement for more information.

**3. Your Responsibility.** You are responsible for selecting all software, hardware and your Internet service provider and for any defect, malfunction or interruption in service or security due to hardware or software failure or your choice of an Internet service provider.

**4. Password.** Your Password has the same effect as your signature authorizing transactions. You agree to keep your Password safe, and not to disclose or make your Password available to anyone other than authorized users of your accounts. Be advised that anyone to whom you disclose your Password and anyone who has access to your Password will have full access and presumed authority to the services you can perform with online banking, including full access to your accounts. We have no ability to limit any such person’s authority. If anyone uses your Password, you will be responsible for any transactions performed by that person.

**5. Security.** We use a system of firewalls that serve as an immune system to protect our information applications from unauthorized intruders. Our computer operations specialists monitor this system for any indications of a breach. Additionally, we use and require you to use a browser that supports 128-bit encryption. And, we use an automatic “time out” system that will automatically log you off if, after 20 minutes of inactivity, you have not logged yourself off. As an added protection, we use a multi-layer authentication process. This process verifies your identity when you login from your registered computer or presents a multifactor authentication login when you login from an unregistered computer and lets you know that you are in FIRST MUTUAL BANK’s internet banking site

**Customer liability.** If you do not see the Secure URL address when you access the Online Banking site from your registered computer, DO NOT ENTER YOUR PASSWORD, disconnect from the site immediately, or call us (see Section 6. Loss of Password or Event of Unauthorized Transfer). Tell us at once if you believe your Password has been lost, stolen or otherwise become available to an unauthorized person; or, if your statement shows transfers that you did not make. An immediate telephone call to us is the best way to reduce any possible losses. You could lose money in your accounts, including any credit line, if available. If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission. If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500. Also, if your paper or e-mail/electronic periodic statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the statement was mailed or e-mailed to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods.

**6. Loss of Password or Event of Unauthorized Transfer.** If you believe your Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission: call us during business hours (Monday through Friday 8:00 am to 4:00 pm; at 833-294-4643 or write: Attention: Customer Service First Mutual Bank, FSB P. O. Box 39 Belpre, OH 45714; or e-mail us at [info@firstmutual.com](mailto:info@firstmutual.com).

**7. Services.** Using Online Banking, you can:

- view account information
- internal and external transfer funds between your Qualified Accounts
- schedule a recurring or future transfer between your Qualified Accounts
- make payments out of your Qualified Accounts to your First Mutual Bank loan accounts
- schedule monthly payments out of your Qualified Accounts to your First Mutual Bank loan accounts
- request a Stop payment on an unpaid check
- reorder checks

The term "Qualified Accounts" means any of your First Mutual Bank checking accounts, or statement savings accounts. Subject to available funds, you may transfer funds through Online Banking in any amount.

**8. Processing Your Funds Transfer.** We will process a funds transfer on the same day as your instructions if we receive your instructions before our Internet Banking cut-off hour of 9:00 p.m. EST (the "Cut-Off Hour"). If we receive your instruction after the Cut-Off Hour of that day, we will process the transaction no later than the Cut-Off Hour of the next day. If you schedule a funds transfer for a future date, we will process the transaction on that date. If you schedule a recurring funds transfer and the payment date does not exist in a month, the payment will be processed on the last day of that month or the business day previous to the scheduled date.

**9. Canceling funds Transfers.** You may cancel or change a scheduled funds transfer by selecting and accurately completing the appropriate fields from the payment menu. Any instruction to cancel or change a funds transfer must be made by the Cut-Off Hour of the day prior to the date the transaction is to be processed. If you do not accurately complete the appropriate instructions prior to that time, the transaction will be processed. You should cancel all scheduled transfers before you discontinue using the Internet banking program.

**10. Overdrafts.** When you schedule a funds transfer using online banking, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your funds transfer from your account on the date we process your instruction. Each instruction to us to withdraw or transfer from an account is an order to us to pay from that account at that time or on a later date, if any, indicated in the instruction. We may charge these payments against your account even though the charge creates an overdraft, or we may refuse to make these payments if the charge would create an overdraft in your account. If your account becomes overdrawn, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the account is maintained in connection with an overdraft line of credit, any overdraft will be made in accordance with the agreement or rules governing that account rather than this Agreement.

**11. Limitations on Transfers.** Under federal regulations, you may make no more than six preauthorized electronic funds transfers and telephone transfers, including online banking transactions, checks and point-of-sale transactions per month from your savings or money market deposit account. Of these six transactions, you are limited to no more than three transactions per month by check, draft, debit card or similar order (internet) to third parties. Each funds transfer through online banking from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each month. However, payments to your loan accounts with us are not counted toward this limit for savings and money market deposit accounts.

**12. Fees.** There is no charge to use Online Banking or to make internal transfers between your First Mutual Bank accounts.

**13. Periodic Statements.** Your Online Banking account activity will appear on your periodic account statement.

**14. External ACH Transfers:** (Refer to Account to Account External Transfer Section)

**15. Our Liability for Failure to Make Transfers.** If you have given us all of the proper and timely instructions and have properly completed all fields required to process a transfer, and we do not complete that transfer to or from your account on time or in the correct amount according to our agreement with you, subject to the limitations contained in this Agreement, we will be liable for your losses or damages proximately caused by our failure. However, there are some exceptions, including but not limited to, the following:

**We will not be liable to you if,**

- Through no fault of ours, you do not have enough money in your account to make the transfer.
- The transfer would go over the credit limit on your overdraft line.
- Circumstances beyond our control (such as communications, electronic or computer system failure, fire or flood) prevent the transfer or use of Online Banking, despite reasonable precautions that we have taken.
- You have not properly followed the instructions for using Online Banking.
- Your operating system is not properly installed or functioning properly.
- The failure resulted from any malfunctions of your browser, Internet service provider or computer, computer virus or other problems relating to the computer equipment you use with Online Banking, including, without limitation, your inability to access Online Banking or any part of Online Banking.
- The failure was the result of inaccessibility to Online Banking due to Online Banking system failure.
- A legal order directs us to prohibit withdrawals from the account.
- Your account is closed, or if it has been frozen.
- You, or anyone authorized by you, commits any fraud or violates any law or regulation.

Notwithstanding any other provision in this agreement, unless otherwise prohibited by law, our sole responsibility for an error by us or third party provider in transferring funds will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages in connection with or in any way related to Online Banking.

**Rights and Procedures to Stop Payments.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment, use the stop payment feature within online banking or call us during business hours (Monday through Friday 8:00 am to 4:00 pm; at 833-294-4643 or write to:

First Mutual Bank

P. O. Box 39 Belpre, OH 45714

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: Your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**Notice of Varying Amounts.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten (10) days prior to the payment date of the amount to be deducted. You may choose instead to get his notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**16. Account Information Disclosure.** See our current Privacy Statement.

**Termination.** We may modify, suspend or terminate your privilege of using Online Banking and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate Online Banking, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. Any one person who can use the account accessible with Online Banking may terminate Online Banking. Termination shall not affect the rights and obligations of the parties for transactions made with Online Banking before we have had a reasonable time to respond to your termination request. Your termination of Online Banking will NOT automatically terminate any pending transfers and payments; you should cancel these items prior to terminating usage of Online Banking.

**18. Third Parties.** You understand that support and services relating to Online Banking are provided by third parties other than us and you authorize us to contract with third parties to provide such support and services.

**19. Amendment.** We may amend this Agreement at any time. Notice will be sent to you at your current address as stated in our files. Amendments will be effective upon the date indicated in the notice.

**20. Limitation on our liability.** UNLESS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SERVICES DESCRIBED IN THIS DISCLOSURE STATEMENT AND THE SERVICE AGREEMENT, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES. WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SOFTWARE OR THE EQUIPMENT YOU USE TO ACCESS THE SERVICE INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES. WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES BECAUSE OF A FAILURE OR DELAY IN THE DELIVERY OR PROCESSING OF ANY PAYMENT INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES. WE WILL ALSO NOT BE RESPONSIBLE FOR ANY TRANSFER OF FUNDS THE PRIMARY PURPOSE OF WHICH IS THE PURCHASE OR SALE OF SECURITIES OR COMMODITIES REGULATED BY THE SECURITIES AND EXCHANGE COMMISSION OR THE COMMODITY FUTURES TRADING COMMISSION.

**21. Our Business Customers.** If you are not using the Service primarily for personal, family or household purposes, sections 6, 15 and 16 of this agreement, as well as, the "In Case of Errors" page do not apply to you. In addition, you agree that you are responsible for all payments and transfers made using your Password even if you claim you never requested or received a Password or if the person using your Password was not authorized by you to do so. Also, you agree that you are responsible for any consequences if you or anyone using your Password fails to terminate transmission when your pre-selected private image and pass phrase or challenge questions do not appear.

**22. Severability.** If any provision of this Agreement is held invalid, illegal, void or unenforceable by any rule or law, administrative order or judicial decision, all other provisions of the Agreement shall remain in full force.

**23. Governing law.** This agreement is governed by and shall be constructed in accordance with the State laws of Ohio and applicable federal law.

**24. Business Days.** Our business days are Monday through Friday, excluding Saturdays, Sundays and Federal holidays, even if we, or any of our branches, are open all or part of such days.

**General.** This Agreement is intended to supplement and not to replace other agreements between you and us relating to your accounts, including, without limitation, our Deposit Account Rules. In the event of a conflict between this Agreement and any other account rules and agreements that apply to your accounts, this Agreement shall govern and prevail with respect to Online Banking activities.

**In Case of Errors or Questions about Your  
Internet Banking Transfers Telephone us:**

833-294-4643

**Contact Days and Hours:**

Monday through Friday 8:00 am to 4:00 pm

**Write us:**

Customer Service

First Mutual Bank, FSB

P. O. Box 39

Belpre, OH 45714

**Business Days:**

Monday through Friday, excluding federal holidays.

Contact us as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. We will tell you the results of our investigation within 3 business days after completing that investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**TERMS AND CONDITIONS FOR FIRST MUTUAL BANK MOBILE BANKING SERVICES**

(If Applicable)

**Terms and Conditions: First Mutual Bank**, which will be referenced going forward in this document as "FIRST MUTUAL BANK".

Thank you for using **FIRST MUTUAL BANK** Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "**HELP**" to 226563. To cancel, text "**STOP**" to **226563** at any time. In case of questions please contact customer service at 833-294-4643 or visit [www.firstmutal.bank](http://www.firstmutal.bank).

**Terms and Conditions:**

- **Program:** FIRST MUTUAL BANK offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be on-going. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.
- **Questions:** You can contact us 833-294-4643 or send a text message with the word "HELP" to this number: 226563. We can answer any questions you have about the program.
- **To Stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 226563. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- **Terms & Conditions:** By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.
- Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of FIRST MUTUAL BANK or any service provider.

**Privacy and User Information.** You acknowledge that in connection with your use of Mobile Banking, FIRST MUTUAL BANK and its affiliates and service providers, including Q2, and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). FIRST MUTUAL BANK

and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. FIRST MUTUAL BANK and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

**Restrictions on Use.** You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by FIRST MUTUAL BANK (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of FIRST MUTUAL BANK or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose FIRST MUTUAL BANK, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Q2 or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google.

#### **ADDITIONAL TERMS AND CONDITIONS:**

**Messaging and Data Charges:** By participating in the Services or using the Software you agree that the Services or Software may require the use of your handheld device's data and text messaging capabilities and that standard data and text messaging charges apply in accordance with your Service Agreement with your Mobile Service Provider. You agree that FIRST MUTUAL BANK is not responsible for any charges you may incur while using the Services and Software provided as part of this agreement.

**"Smartphones" and Other Web Enabled Devices:** You acknowledge that Smartphones and other Web Enabled Devices are subject to the same security risks as computers that are attached to the Internet and agree that it is your responsibility to maintain anti-virus and anti-spyware programs on such devices.

Mobile Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your account(s). The information contained within Mobile Banking and any related software is for informational purposes only. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through Mobile Banking may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through Mobile Banking. Additionally, not all of the products, services or functionality described on the online banking site(s) or your online banking agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service or functionality at any time.

Information available via Mobile Banking, including balance, transfer and payment information may differ from the information that is available directly through the Online Banking site without the use of a mobile device. Information available directly through online banking without the use of a mobile device may not be available via Mobile Banking, may be described using different terminology (including capitalized terms used in the Agreement or on our online banking site(s)), or may be more current than the information available via Mobile Banking, including but not limited to account balance information. The method of entering instructions via Mobile Banking may also differ from the method of entering instructions directly through the Online Banking without the use of a mobile device.

Processing of payment and transfer instructions may take longer through Mobile Banking. We are not responsible for such differences including but not limited to delays, whether or not attributable to your use of the Mobile Banking.

Additionally, you agree that neither we nor our service providers will be liable for any errors in the content of information obtained or transmitted through Mobile Banking, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences selected by you). You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store. Any losses or charges incurred through loss of mobile device or the safeguarding or failure to safeguard passwords will remain your responsibility.

FIRST MUTUAL BANK reserves the right to change these Terms and Conditions at any time. When material changes are made, we will notify you. You are solely responsible for providing updated addresses as necessary. Revised Terms and Conditions shall become effective at the earliest date allowed by applicable law or regulation. In the event of any conflict between the Mobile Banking Terms and Conditions and other terms and conditions related to your account(s) to which Mobile Banking and any related software may be applicable, the Terms and Conditions of Mobile Banking will prevail solely with respect to the conflicting provisions and solely to the extent of the conflict. Continued use of Mobile Banking and any related Software constitutes your agreement with and acceptance of this Agreement, as well as any future changes to these Terms and Conditions.

**Exclusion of Warranties.** The customer has requested that FIRST MUTUAL BANK allow customer to access customer's accounts remotely by mobile phone utilizing the internet. Except as otherwise expressly stated in these Terms and Conditions or in the Agreement for Internet Banking, FIRST MUTUAL BANK makes no representation or warranty, either expressed, implied or statutory, concerning the Services including that any Software application provided by FIRST MUTUAL BANK to facilitate mobile banking by customer through customer's mobile phone number will operate uninterrupted or error free. The customer expressly confirms acceptance and use of any Software application "as is" and without warranty of any character whatsoever, and customer assumes all risk of loss resulting from conducting mobile banking. Customer is exclusively responsible for providing mobile phone service compatible with the Services and any Software application provided by FIRST MUTUAL BANK for the Services to be provided.

**No Liability and Hold Harmless.** FIRST MUTUAL BANK will use commercially reasonable efforts and ordinary care to provide the customer with access to the Services in accordance with these Terms and Conditions. In no event, however, shall FIRST MUTUAL BANK be liable for its failure to provide access to mobile banking services or for customer's failure to receive message service whether either as a result of an error in or interruption of any Software application or as a result of any failure or interruption of customer's mobile phone service or equipment. Without limiting the generality of the foregoing, FIRST MUTUAL BANK shall not be liable to the customer for delays or errors occurring by reason of circumstances beyond the control of FIRST MUTUAL BANK, including without limitation, the failure of communication networks and interference with or interruption of internet access or service, the failure of equipment, or any acts of civil, military, or banking authorities, national emergencies, labor difficulties, fire, flood or other catastrophes, acts of God, insurrection, war, riots, failure of transportation, failure of vendors, communication or power supply, or malfunction of or unavoidable difficulties with its equipment. FIRST MUTUAL BANK will not be liable for consequential, incidental, special or, exemplary damages or lost profits, even if the customer advises FIRST MUTUAL BANK of the possibility of such damages. Customer acknowledges and agrees that customer is solely responsible for protecting the confidentiality and security of customer's username and password, both of which are required in order to access banking information through mobile and internet banking. Customer further acknowledges having been informed that the Bluetooth application on customer's mobile phone equipment must be turned off when accessing mobile banking in order to protect the privacy of the User Information. Customer assumes and accepts all responsibility for the accuracy of all transactions performed or undertaken utilizing the Services made available by FIRST MUTUAL BANK at customer's request. Customer shall hold the FIRST MUTUAL BANK harmless from and against any liability of any character attributable to customer's use of the Services.

## TERMS AND CONDITIONS FOR FIRST MUTUAL BANK MOBILE DEPOSIT SERVICE

(If Applicable)

This Agreement contains the Terms and Conditions that govern the use of the Mobile Deposit feature provided to you by First Mutual Bank, which will be referenced going forward in this document as "FIRST MUTUAL BANK".

By accepting these Terms and Conditions you acknowledge and agree to abide by the rules and requirements for use of the Mobile Deposit feature and other relevant Agreements including, but not limited to FIRST MUTUAL BANK Deposit Account Agreements and Mobile Banking Agreement. In this Agreement, the words "You" and "Your" means the (consumer, customer) that applied for and/or uses the Mobile Deposit feature provided by FIRST MUTUAL BANK as described in this Agreement. The words "We", "FIRST MUTUAL BANK" "the Bank" mean First Mutual Bank (MFSB). Your acceptance of invitation from FIRST MUTUAL BANK for the Mobile Deposit feature, your FIRST MUTUAL BANK Deposit Account Agreement and Mobile Banking Agreement are hereby incorporated into one and made a part of this Agreement. **Use of the Services** Following confirmation of your use of the services by FIRST MUTUAL BANK, authorized by FIRST MUTUAL BANK to remotely deposit paper checks received to your account with FIRST MUTUAL BANK (the "Account") by electronically transmitting a digital image of the paper check(s) to FIRST MUTUAL BANK for deposit. Your use of the Services constitutes your acceptance of the terms and conditions of this Disclosure and Agreement

Upon receipt of the digital image, FIRST MUTUAL BANK will review the image for acceptability. FIRST MUTUAL BANK is not responsible for any image FIRST MUTUAL BANK does not receive. Following receipt of the image, FIRST MUTUAL BANK may process the image by preparing a "substitute check" or clearing the item as an image transaction. Notwithstanding anything to the



contrary, FIRST MUTUAL BANK reserves the right, within its sole and absolute discretion, to accept or reject any item for remote deposit into Your Account. Any amount credited to Your Account for items deposited using the Services is a provisional credit and you agree to indemnify FIRST MUTUAL BANK against any loss you suffer because of your acceptance of the remotely deposited check.

In addition you agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

**Compliance with Law** You agree to use the Service for lawful purposes and in compliance with laws, statutes, regulations and ordinances pertaining to the services, all laws relating to the banking transactions contemplated hereunder. You agree that you will only transmit acceptable items for deposit and have the original items in accordance with applicable laws, rules, and regulations. You promise to indemnify and hold FIRST MUTUAL BANK harmless for any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of the Account and this Agreement.

**Check Processing and Requirements** Any image of a check that you transmit to FIRST MUTUAL BANK must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. The original check will be transmitted accurately and legibly and will provide the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) Payee information placed on the check prior to the time an image of the check is captured and properly endorsed on the back of the check. Checks payable to a third party will not be accepted for deposit (i.e. any item that is made payable to another party and then endorsed to the customer by such party). If the check is payable to all account owners, then either customer may endorse the check; unless the check is payable with "and" then all payee's must endorse the check to be accepted for deposit. The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

**Deposit Confirmation** You understand that you will not receive a notification confirming receipt of your deposit, and that you must check your account on the next business day for confirmation.

**Rejection of Deposit** You understand FIRST MUTUAL BANK reserves the right to reject any item for mobile deposit for any reason, including but not limited to, rejection of a Substitute Check

that was created by another financial institution, customer or any other person or if the words "For Mobile Deposit Only" is not printed on the back of the check. You are responsible for any loss or overdraft, plus any applicable fees due to an item being returned.

**Limitations on Frequency and Dollar Amount** You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of mobile deposits that are set forth by FIRST MUTUAL BANK. These maximum limits may not be applicable to all consumers and are subject to change at any time. The maximum deposit limits are:

"Per Daily Limit" - \$2,500

"Per Check Limit"- \$2,500

**Items Returned Unpaid** If images of checks deposited are dishonored or otherwise returned unpaid by the drawing bank, or are returned by a clearing agent for any reason, including, but not limited to issues relating to the quality of the image and or duplication, you understand and agree that the original check will not be returned as it would have been destroyed by you in accordance with the procedures within this disclosure (see Storage and Destruction of Original Check section). The image will be in the form of a paper reproduction of the original check or a substitute check unless otherwise instructed. You will not deposit the original check and understand your account will be charged the amount of the item returned along with a return item fee.

**Unavailability of Services** You understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. It is your sole responsibility to verify that items deposited have been received and accepted for deposit by FIRST MUTUAL BANK by checking your account via Mobile or Online Banking. In the event that the Services are unavailable, you acknowledge that you can deposit an original check by mailing the original check to the mailing address on FIRST MUTUAL BANK's website [www.firstmutal.bank](http://www.firstmutal.bank) or depositing at anyone of our branches, also noted on FIRST MUTUAL BANK's website <http://www.firstmutal.bank/>. Monday through Friday 9:00 am to 5:00 pm EST Saturday 9:00 am to 12:00 pm EST; Closed Sunday

**Funds Availability** You understand and agree that, for purposes of deposits made using the Service, the place of deposit is Belpre, OH. With regard to the availability of deposits made using the Service, the day of deposit is the day the check(s) have been approved and processed by us. Mobile check deposits received after 4:30pm Monday – Friday, or on Saturday, Sunday, and Federal holidays, will not be processed until the next business day after the day of deposit. You understand that you are responsible to confirm the funds availability by checking your account.

**Internal Controls and Audit** You understand and agree to adhere to the Internal Controls as described in this agreement and further detailed within this section. Furthermore, you agree to comply with the Audit requirements prescribed by FIRST MUTUAL BANK within this Agreement. Upon confirmation, by checking your FIRST MUTUAL BANK Account, that we have received the image of the item, you agree to prominently PRINT on the back of the check "For Mobile Deposit Only" and never re-present the item.

**Customer's Warranties** You make the following warranties and representations with respect to each image of an original check you transmit to FIRST MUTUAL BANK utilizing the Services:

- Each image of a check transmitted to FIRST MUTUAL BANK is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check;
- The amount, the payee, the signature(s), and the endorsement(s) on the original check are legible, genuine, and accurate;
- That you have printed "For Mobile Deposit Only" on the back of the check.
- You will not attempt to re-deposit or otherwise endorse to a third party the original item (the original check) once it has been submitted to FIRST MUTUAL BANK as a Mobile Deposit.
- Other than the digital image of an original check that you remotely deposit through your Services, there should be no copies made of the original check.
- You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check;
- The information you have provided remains true and correct and, in the event any such information changes, You will immediately notify FIRST MUTUAL BANK of the change;
- You have not knowingly failed to communicate any material information to FIRST MUTUAL BANK;
- You have possession of each original check deposited using the Services and no party will submit the original check for payment;

**Storage and Destruction of Original Check** You must securely store each original check for a period of 30 days after receipt that the file has been accepted. Within those 30 days you will take appropriate security measures to ensure that: (i) the information contained on the check(s) are not to be disclosed, (ii) the checks will not be duplicated or scanned more than one time, and (iii) checks will not be deposited or negotiated in any form. This means the original check(s) must be accessible after a file has been accepted by the Bank. After 30 days, the original check will be destroyed using a cross-cut shredder. You understand that you are responsible for any loss caused due to the failure to secure the original check(s).

**Securing Images on Mobile Devices** When using the Service, You understand that check images captured using your mobile device may be stored on the device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your mobile device remains securely in your possession until the deposit has been completed or to delete the associated images from the application.

**Customer's Indemnification Obligation** You understand and agree that you are required to indemnify FIRST MUTUAL BANK and hold FIRST MUTUAL BANK harmless against any and all claims, actions, damages, liabilities, costs, and expenses, arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

**In Case of Errors** In the event that you believe there has been an error with respect to any original check or image thereof transmitted to you for deposit or a breach of this Agreement, you will immediately contact FIRST MUTUAL BANK regarding such error or breach as set forth below. Telephone FIRST MUTUAL BANK at: 833-294-4643 or e-mail at [info@firstmutal.com](mailto:info@firstmutal.com).

**Limitation of Liability** You understand and agree that FIRST MUTUAL BANK is not responsible for any indirect, consequential, punitive, or special damages or damages attributable to your breach of this Disclosure and Agreement.

**Charges for Use of the Services** All charges associated with the Services are disclosed in First Mutual Bank Schedule of Deposit Account Fees.

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

**Change in Terms** FIRST MUTUAL BANK may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your use of the Services after receipt of notification of any change by FIRST MUTUAL BANK constitutes your acceptance of the change.

**Relationship to Other Disclosures** The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account. Related

disclosures, including FIRST MUTUAL BANK's Electronic Funds Transfer disclosure, are located at <https://www.firstmutal.bank/disclosures>

**Governing Law** You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Ohio notwithstanding any conflict-of-law doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of Ohio.

**Periodic Statement** Any remote deposits made through the Services will be reflected on your monthly account statement. You understand and agree that you are required to notify FIRST MUTUAL BANK of any error relating to images transmitted using the Services by no later than 60 days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

**Unacceptable Deposits** You understand and agree that you are not permitted to deposit the following items using the Services:

- Any item drawn on your account
- Any item that is stamped with a "non-negotiable";
- Any item that contains evidence of alteration to any of the information on the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner for the account on which the check or item is drawn;
- Any item issued by a financial institution in a foreign country;
- Any item that is incomplete;
- Any item that is dated twelve months prior to current date or in the future
- Savings Bonds;
- Any item that is not payable in US Dollars;
- Any third-party check, i.e., any item that is made payable to another party and then endorsed to me by such party.
- Any voucher payable thru check (when check states "payable through")

**Termination of Services** You may, by written request, terminate the Services provided for in this Disclosure and Agreement. FIRST MUTUAL BANK may terminate use of the Services at any time upon written notice. In the event of termination of the Services, You understand that you will remain liable for all transactions performed on your Account.

## **ACCOUNT TO ACCOUNT EXTERNAL TRANSFER TERMS OF SERVICE**

(If Applicable)

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

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

### **3. Definitions.**

- a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- c. "Affiliates" are companies related by common ownership or control.
- d. "Business Day" Our business days are Monday through Friday, excluding Saturdays, Sundays and Federal holidays, even if we, or any of our branches are open all or part of such days.
- e. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account To Account External Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account To Account External Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.

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

g. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

h. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account To Account External Transfer Service to you on our behalf.

i. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account To Account External Transfer Service for a transfer of funds.

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

#### **5. Authorization and Processing.**

a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account To Account External Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account To Account External Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;

2. The Account To Account External Transfer Service is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction;

3. The transfer is refused as described in Section 10 (Refused Transfers) below;

4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,

5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

d. It is your responsibility to ensure the accuracy of any information that you enter into the Account To Account External Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

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

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

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

**9. Account To Account External Transfer Service Fees and Additional Charges.** There is no charge for standard (3 business day) external transfers. We reserve the right to charge a \$4.95 for next day external transfers. You are responsible for paying all fees associated with your use of the Account To Account External Transfer Service. Fees are disclosed in the user interface for, or elsewhere within, the Account To Account External Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account To Account External Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account To Account External Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account To Account External Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account To Account External Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

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

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

**12. Notices to Us Regarding the Account to Account Transfer Service.** Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must be sent by postal mail to P. O. Box 39 Belpre, OH 45714. We may also be reached at 833-294-4643 for questions and other purposes concerning the Account to Account Transfer Service. We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

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

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

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

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

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

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

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States);
- b. Transfers that violate any law, statute, ordinance or regulation;
- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below;
- d. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction;
- e. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;
- f. Transfers relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other “get rich quick” schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services;
- g. Transfers relating to tax payments and court ordered payments. Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account To Account External Transfer Service) above of any violations of the Agreement generally.

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

**20. Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Account to Account Transfer Service in the manner set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. You acknowledge and agree that time is of the essence in such situations.

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

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

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

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

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

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

**a. Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

**b. Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

**25. Account To Account External Transfer Service Termination, Cancellation, or Suspension.** If you wish to cancel the Account To Account External Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account To Account External Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account To

Account External Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

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

a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above.

b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:

1. Tell us your name;

2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,

3. Tell us the dollar amount of the suspected error.

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

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

**28. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Account To Account External Transfer Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other



situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Account To Account External Transfer Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you “click” on a banner advertisement or a search result, your “click” may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not “frame” material on our Site without our express written permission. We reserve the right to disable links from any third-party sites to the Site.

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

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

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

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

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

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

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

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

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

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

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

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

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

DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**42. Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Account To Account External Transfer Service and the portion of the Site through which the Account To Account External Transfer Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32- 42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail. There is no charge for standard (3 business day) external transfers. There is however a \$4.95 charge for next day external transfers.

## **FIRST MUTUAL BANK FINGERPRINT CONSENT**

(If Applicable)

Biometric services such as Apple Touch ID are available to log in to the First Mutual Bank (“First Mutual Bank”) Mobile App. Below is important information about this capability for you to review understand and to which you agree should you choose to enable this biometric service.

### **Description of Biometric Services with First Mutual Bank Mobile App**

Touch ID is a service provided by Apple iOS. Using Biometric Services with the First Mutual Bank Mobile App allows you to use your fingerprint instead of entering your Access ID/Password to access the First Mutual Bank Mobile App. Fingerprint information is stored on your device only. When Biometric Services are used to authenticate a fingerprint registered to your device a secure token is exchanged with the First Mutual Bank Mobile App to permit access. Therefore, First Mutual Bank never receives or sees your fingerprint information.

For information on how Apple protects your fingerprint and keychain data, please see Apple’s Privacy Policy and iOS security guides.

## **YOU UNDERSTAND**

You understand that this consent is part of the First Mutual Bank Mobile Banking and Mobile Deposit Agreement and by agreeing you understand that anyone with a fingerprint registered in the Touch ID on your device:

- May access your First Mutual Bank account in the First Mutual Bank Mobile App;
- May view your First Mutual Bank information contained in the First Mutual Bank Mobile App;
- May conduct transactions on your behalf in the First Mutual Bank Mobile App if they have access to or knowledge of your password;

Has your authority to engage in the three activities described immediately above.

**FIRST MUTUAL BANK ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED FINGERPRINTS BELONG TO INDIVIDUALS WITH AUTHORITY TO TRANSACT ON YOUR BEHALF AS DESCRIBED ABOVE. BY AGREEING TO THESE TERMS AND CONDITIONS, FIRST MUTUAL BANK RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED FINGERPRINT HAS PROPER AUTHORITY.**

### **Use of the Biometric Services with First Mutual Bank Mobile App**

In order to use the Biometric Services, you need to enable it on your device through your iOS settings. Please review all information and guidance provided by Apple for their processes to understand the associated risk and features. Once enabled on your device, you can then enable the use of Biometrics Services from within the First Mutual Bank Mobile App, by tapping on the “Touch ID Settings” tile available on the “More” menu and then toggle the Touch ID switch to “On” position.