

**Effective Date: 06/04/2024**

**Prior Version Published: 04/15/2024**

**ONLINE AND MOBILE AGREEMENT FOR NBH BANK, MEMBER FDIC, AND ITS DIVISIONS BANK MIDWEST, COMMUNITY BANKS OF COLORADO, HILLCREST BANK, AND BANK OF JACKSON HOLE**

**Introduction**

This Online and Mobile Banking Agreement (the “Agreement”) for NBH Bank, Member FDIC, and its divisions Bank Midwest, Community Banks of Colorado, Hillcrest Bank, and Bank of Jackson Hole (the “Bank”) governs the use of the online banking and mobile banking (collectively the “Service(s)”) regardless of the method or means of access. Please read this Agreement carefully and in its entirety. PLEASE NOTE THAT THIS AGREEMENT CONTAINS A MUTUAL ARBITRATION PROVISION SET FORTH IN THE SECTION TITLED **RESOLUTION OF DISPUTES**. PLEASE READ THIS PROVISION CAREFULLY BECAUSE IT HAS A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

By registering for or using the Service, you agree to the terms and conditions contained within this Agreement. From time to time, the Bank will make new products, features, or services available in the Service. Your use of any new products, features, or services shall constitute your acceptance of any additional terms and conditions that we communicate to you regarding those offerings. **We suggest that you print or save a copy of this Agreement for your records.**

**Acceptance of Terms and Conditions**

By selecting “Accept” in the Service and creating a User ID and Password and/or PINs (“Log-In Credentials”) or logging into the Service, you attest that you have read and understand the terms and conditions in this Agreement, consent to these terms for the Service, and you accept this Agreement without modification. . You understand this Agreement is effective at the date and time of the Bank’s receipt of your creation of Log-In Credentials, electronic acceptance of this Agreement, or through your continued access or use of the Service in the event of change of terms and conditions within this Agreement.

**Definitions**

“Account(s)” mean the Checking, Money Market, Savings, or other Accounts owned by you and designated by you for access through the Service, including but not limited to your Mortgage Account, Line of Credit, or Loan Accounts. In our sole discretion, we may exclude from or refuse to include any Account from the Service.

“Account Agreements” means any Account Agreement entered into by you for any accounts that you have with us, including Deposit Account Agreement and disclosures for all deposit accounts, account agreements and disclosures in connection with any escrow account, custodial account, individual retirement account, health savings account, certificate of deposit, loan, line of credit, mortgage, Reverse Sweep account, or any other financial accounts you may hold with the Bank.

“Applicable Law” means, as to any person, a requirement imposed by any federal, state, local or other law, regulation, rule, ordinance, determination of an arbitrator, order of a court or determination, order, finding, advisory opinion, guideline or requirement or any other governmental or self-regulatory authority, which is applicable and binding to such person, including without limitation, the laws, regulations and ordered administered by the Federal Deposit Insurance Corporation (“FDIC”), Federal Reserve Board (“FRB”), the Consumer Financial Protection Bureau (“CFPB”), the Financial Industry Regulatory Authority (“FINRA”), Office of Foreign Assets Control (“OFAC”), the Financial Crimes Enforcement Network (“FinCEN”), and any other state or federal agency.

“Bank” means NBH Bank, Member FDIC, including its divisions, Bank Midwest, Community Banks of Colorado, Hillcrest Bank, and Bank of Jackson Hole.

“Banking Day” means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

“Business Day(s)” means Monday through Friday, except federal holidays. You can use the Service 24 hours, 7 days a week, except during maintenance periods; however, we only process Transactions on Business Days. Transaction processing is subject to our cutoff times as noted within this Agreement, at Bank locations, and within disclosures provided to you at Account opening, during your establishment of access to the Service, or while using the Service. Cutoff times may change from time-to-time.

“Deposit Account” means any checking, savings, or money market account that you hold with the Bank.

“Device” means the device used to access the Service, including but not limited to a public computer, your own private computer, tablet, mobile device (i.e., smartphone), or any other similar device.

“Online banking” means the website and internet application portion of the Service accessed via a web browser regardless of device type.

“Mobile banking” means the portion of the Service accessed through a mobile application (the “app”) downloaded to your mobile device. The app allows you to perform various functions including viewing account balances and Transaction information, bill payments and transferring funds.

“Service(s)” refers to collectively, any or all Online banking, any or all Mobile banking, and all other financial services, features, and products described in this Agreement that allow you to electronically access your Account(s) and Transaction information, transfer funds, originate Transactions, make payments, pay bills, or otherwise interact with your Accounts in any way on an Device.

“Transactions” are actions taken within the Service, including but not limited to, accessing of account information, transfers between Accounts, mobile deposits to your Account, and payments to Payees drawn on or debited against your Accounts.

“Third-Party Service Provider(s)” means any third parties the Bank engages to provide or facilitate Online banking and Mobile banking or to offer services, features, or products through the Service.

“We”, “us” or “our” refers to the Bank and any agent, independent contractor, designee or assignee the Bank may, in its sole discretion, involve in the provision of the Service.

“Website” means NBH Bank’s website, [www.nbhbank.com](http://www.nbhbank.com) along with the websites for its divisions Bank Midwest, [www.bankmw.com](http://www.bankmw.com), Community Banks of Colorado, [www.cobnks.com](http://www.cobnks.com), Hillcrest Bank, [www.hillcrestbank.com](http://www.hillcrestbank.com), and Bank of Jackson Hole, [www.bankofjacksonhole.com](http://www.bankofjacksonhole.com).

“You” or “your” refers to each person using the Service.

### **Disclosure of Information to Third-Parties**

We may disclose information to third parties, including but not limited to Third Party Service Providers, about your Account or the Transactions you make including:

- 1) When it is necessary or helpful to enable you to use the Service for completing Transactions;
- 2) In order to comply with government agency or court orders, or to give information to any governmental entity having legal authority to request such information;
- 3) If you give us your written permission in a separate writing or through signing other Bank documents giving us permission, such as enrolling in Identity Theft Protection;
- 4) To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- 5) To persons or Third-Party Service Providers who provide us with products or Services that help us furnish banking Services to you such as check printers, and appraisers;
- 6) As permitted by our Privacy Notice; or
- 7) As required or allowed by the Law.

### **Third Party Service Providers.**

You understand and agree to provide the Bank the right to use Third-party Service Providers and that the Bank is providing you with the means to access certain services, features, or products through the Service from Third-Party Service Providers under this Agreement (the "Third Party Software"). This Agreement shall be your license to use the Third-Party Software and any services, features, or products within the Service provided by the Bank or such Third-Party Service Providers.

**Licensing Terms for Users.**

Third-Party Software may be located at a site owned or controlled by a Third-Party Service Provider. You agree that the Bank and the Third-party Service Providers reserve all rights to the copyrighted Third-Party Software not expressly granted herein. You may use the Third-Party Software solely for accessing the Service in accordance with the terms and conditions set forth in this Agreement.

The Service is owned and operated by the Bank, its licensors and/or Third- Party Service Providers (the "Bank Parties") and unless otherwise indicated, all designs, text, images, videos, graphics, software and other content and materials appearing in the Service (collectively, "Content") are the property of the Bank or the Bank Parties, and protected, without limitation, by U.S. and foreign copyright, trademark and other intellectual property laws. All trademarks, service marks, trade names, logos and other indicia of origin (collectively, "Marks") appearing in the Services are the property of the Bank or the Bank Parties. You may not make any use of any Content or Marks without the prior written consent of the Bank. No Content from the Services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.

You may not do any of the following to the Third-Party Software or the Service: (i) modify, revise or create any derivative works; (ii) decompile, reverse engineer or otherwise attempt to derive the source code; (iii) redistribute, sell, rent, lease, sublicense or otherwise transfer rights; or (iv) remove or alter any proprietary notices, legends, symbols or labels, including, but not limited to, any trademark, logo or copyright. Neither the software licensor nor the wireless network provider is responsible for any of the materials, information and financial products or services made available to you through the software. You are solely responsible for your choice of Device, equipment, wireless carriers, Internet or email service providers, web browsers, voice/data plans, etc., and for resolving any issues concerning operation, performance, availability, costs, etc., relating to any of the foregoing with the appropriate provider.

**Resolution of Disputes.**

Your obligations and rights for resolution of all disputes in connection with your use of this Service to make Transactions or access your Accounts are controlled by your Account Agreements and accompanying disclosures, whose dispute resolution provisions are incorporated here by reference.

**Limitation on Time to Sue.**

Unless another time is provided in another provision of this Agreement, or required by Applicable Law, an action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or under Applicable Law with respect to your access to or use of the Service must be commenced within one year after the cause of action accrues.

**Governing Laws and Rules Changes to This Agreement.**

Our relationship with you is regulated by Applicable Law. The Applicable Law, as well as the terms of this Agreement, may change from time to time without notice to you unless notice is required by law. Your continued use of the Service following receipt of this Agreement, an updated version of this Agreement, or notice of a change is considered acceptance of the Agreement or change. Notice of a change may be made by as described in the Section titled **Amendment and Cancellation Rights**. Other agreements that apply to your Accounts with us, including, but not limited to, the Deposit Account Agreement(s) or other Account or loan agreements, accompanying disclosures, our Privacy Notice and the E-Consent Agreement, apply to all Transactions made through the Service and are incorporated by reference into this Agreement.

**Choice of Law; Unenforceability.**

Your access to and use of the Service, these terms, and this Agreement are governed by and will be construed in accordance with the laws of the State of Colorado, without regard to principles of conflicts of laws, and Applicable Law, except to the extent this Agreement can and does vary from such laws. In the event that any provision of these terms or

this Agreement is held unenforceable, the validity or enforceability of the remaining provisions will not be affected, and the unenforceable provision will be replaced with an enforceable provision that comes closest to the intention underlying the unenforceable provision.

### **Protecting Your Privacy.**

The importance of maintaining the confidentiality and privacy of the information provided by our clients is one of our highest priorities. Our clients' information is collected and disclosed in accordance with the Bank's Privacy Notice available on our Website or in the Service by clicking the Privacy Notice Link. The Bank reserves the right to change the Bank's Privacy Notice at any time. You should carefully review our Privacy Notice before you formally enroll in the Service.

### **Confidentiality.**

We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect your personal and financial information. Our associates and/or Third-Party Service Providers do not access your personal or financial information unless they have a business reason to have access to this information. On an ongoing basis we educate and train our associates on the importance of maintaining the confidentiality and security of your personal and financial information.

### **Privacy Information Specific to Internet Usage and Mobile Application.**

We collect and store information about "hits" on our website and use of our mobile application for review and service purposes. Such information may include the name of the domain from which you access the Internet (such as Compuserve.com or att.net), the date and time you access the Service, the Internet address of the website from which you linked to us, and information about your Device. This information enables us to see how you use the Service and keep it user-friendly.

In using the Service, we may have you provide personal information, such as your mailing and email address, telephone and fax numbers, or demographic and client identification. We will not disclose (share, sell, or divulge) your personal information with persons outside our family of affiliates except as identified in the section of this Agreement titled **Disclosure of Information to Third-Parties**. Information may also be exchanged with credit bureaus and similar organizations, provided when legally required or permitted, or in connection with a fraud investigation, an acquisition, or the sale of your Account to another financial institution.

In order to provide better service, we will occasionally use a "cookie." A cookie is a small piece of information, which a website or mobile application stores on your PC or Device for later retrieval. The cookie cannot be read by a website other than the one that set the cookie. None of the cookies will contain information that will enable anyone to contact you via telephone, email, or regular mail. In addition, web browsers can be set to inform you when cookies are set or to prevent cookies from being set. The mobile application portion of the Service also requests access to information stored on your Device such as location, camera, contacts, or other features you are enrolled in to enrich and simplify your own user experience and improve our offerings, as well as provide additional security to protect your account. It is important for you to understand that before granting access to this information, you will be prompted to give the application that permission. If you do not wish to grant that permission, you may decline. If you later change your mind, those permissions can be updated in your Device's settings.

We do not knowingly solicit information from persons under 13 years of age, and we do not market specifically to children.

### **Protecting Online Applications.**

When you apply through the Service for Accounts, enroll in the Service, or access services, products, and features of the Service, you provide personal information that is necessary for us to process your application and access to the Service(s). We, along with Third-Party Service Providers with which we work, if applicable, may keep the information you provide to us, along with information we collect from outside sources, so that we can offer you products, features, and services related to your financial needs.

### **Hypertext Links.**

You may access other websites that have been selected by the Bank from our Service through a hypertext link. When leaving the Bank's Website or mobile application through a hypertext link, the Bank cannot attest to the content or accuracy of information provided by these linked sites, and does not provide, endorse or accept responsibility for the product, service or overall content available on third party websites. These links are provided solely for client convenience and are only offered for your use at your own discretion.

### **What We Do with Online Surveys.**

The information you provide on surveys and promotions on our Website or mobile application will be used for internal marketing, business development, and training purposes, including developing content and other services that you may find helpful. In addition, we may inform you of new products, features, and services we may offer in the future based on the information you provide to us.

### **Security & Log-In Credentials.**

We are committed to making sure that the Service is safe and secure. With our security infrastructure in place, we are confident that access to your Accounts is private and secure. We are unable to provide similar assurances for other websites. You are solely responsible for protecting the confidentiality of your User ID and Password and/or PIN ("Log-In Credentials") regardless of what Device is used to access the Service. It is your responsibility to protect your Account information.

Log-In Credentials are for your use and protection. You must create a unique Log-In Credentials at the time you first use the Service. You agree to: (a) not disclose your Log-In Credentials or otherwise make it available to anyone else; (b) use Log-In Credentials as instructed; (c) immediately notify us of any loss or theft of Log-In Credentials by means provided for in the **Contact Us** section of this Agreement; and (d) be liable for Log-In Credentials and for its authorized use and for its unauthorized use as described in this Agreement. Unless you notify us as provided in this Agreement, you acknowledge that we are entitled to rely on the use of your Log-In Credentials as your authorization for any Transaction through the Service. You are responsible for all Transactions you initiate or authorize using the Service.

We may ask you to change your Log-In Credentials from time to time for security reasons. You agree not to use any language that is abusive, harassing, libelous, defamatory, obscene, or threatening when defining your Log-In Credentials or any other personalization of your Account(s).

**CONSOLIDATION SITES:** Please use caution when using consolidation sites. Consolidation Sites are Internet sites which offer the ability to collect all of your personal information on one site. For example, you may be encouraged by the Consolidation Site to provide your personal authentication information, such as your Log-In Credentials for the Service. **NEVER PROVIDE THIS INFORMATION TO A SITE THAT YOU DO NOT RECOGNIZE AND FULLY TRUST.** Internet connections can be insecure and may provide the opportunity for the unauthorized interception, diversion, access or disclosure of your private information. Devices are regularly subjected to attacks by third-parties attempting to obtain unauthorized access to your private information through malicious software, spyware or other electronic means. You are responsible for maintaining protection against unauthorized third-party access to your private information stored on or transmitted to and from your Device which you choose to use. Except as otherwise provided in our Account Agreement(s) and disclosures, we are not responsible for any loss, financial loss, injury or damage, whether direct or indirect, special or consequential, arising in any way out of the installation, use or maintenance of your Device or related software, including without limitation that use of any information obtained by a third-party from your Device by any means including that obtained by the use of any malicious computer code or program.

It is possible you may access your Login Credentials within the Service through biometric identification settings on your Device, including but not limited to, fingerprint recognition, face recognition, iris recognition, voice recognition; under various trade names, including but not limited to, Touch ID or Face ID or Fingerprint (collectively any biometric access to your Log-In Credentials through biometric or similar access from you device are hereinafter referred to as "Biometric Access"). We do not provide any Biometric Access technology and do not save biometric information in the Service or access any biometric information on the Device. Biometric Access must be enabled on the Device in order to enable it for the Service, and we may limit use of Biometric Access to accessing your Log-In Credentials in certain circumstances, but you are solely responsible for the Device security and use of Log-In Credentials. We do not save your Service password on

your Device. You acknowledge and agree that anyone with Biometric Access to the Device, even if unknown to you, will have authority to access your accounts and will be authorized to initiate transactions through the Service. WE ADVISE YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRIC ACCESS BELONGS TO INDIVIDUALS WITH AUTHORITY TO INITIATE TRANSACTIONS ON ACCOUNTS ACCESSED THROUGH THE SERVICE. YOU AGREE THAT WE MAY RELY ON YOUR REPRESENTATION THAT ANYONE WITH BIOMETRIC ACCESS IS AUTHORIZED TO VIEW INFORMATION AND TRANACT ON THE ACCOUNTS ACCESSED THROUGH THE SERVICE.

You agree that you are responsible for the security of your Devices and applicable software used in conjunction with the Services. You agree to adhere to commercially reasonable security standards including, but not limited to, ensuring Devices and software security updates are applied in a timely manner, and using current anti-virus software and virus signatures to protect all Devices. You agree that you are responsible for maintaining backups of data files, report files and programs used in conjunction with the Services.

We provide commercially reasonable security including, but not limited to, the enforcement of Log-In Credentials and layered security such as multi-factor authentication; however, we are not responsible for unauthorized access to your Devices or for maintaining backups and contingency plans of your data files, report files and programs used in conjunction with the Services. We shall not be obligated to act on a communication not transmitted in accordance with the security procedures and guidelines as referenced in this Agreement if we reasonably doubt its authorization, contents, or origin.

We use encryption technology to protect the integrity of your transactions with us. Even though this technology provides secure transaction processing, it is possible for unauthorized persons to gain access to your computer systems, networks, and any and all information stored therein. If unauthorized persons gain access to your personal information, you understand and agree that we are not responsible for any adverse consequences related to your connection to or use of the Internet. Furthermore, we are not responsible for any use by you of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

We reserve the right to implement additional security protections including, but not limited to, limiting the frequency and dollar amount of Transactions from your Accounts and implementing new security technology as it becomes available in the industry.

Notify us immediately if your Log-In Credentials have been lost or stolen. If you believe your Log-In Credentials is subject to unauthorized use or that someone has transferred or may transfer money from your Account without your permission, call the telephone number listed in the Contact Us section of this Agreement.

#### **Consent to Emails and Automated Text Messages.**

By using the Service, you represent that you are the owner of the email address or phone number associated with your Account(s), or that you have the delegated legal authority to act on behalf of the owner of such email address or phone number. You consent to the receipt of emails, calls, or text messages from the Bank and/or its Third-Party Service Providers. You agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any mobile or other phone number you register. You understand that you are responsible for all fees or other charges your wireless carrier may assess for all related data, text, or other message services involving the Service.

#### **Text Message Terms Of Use.**

Your wireless carrier's standard messaging rates apply to SMS correspondence. The Bank, does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your Wireless Carrier.

You represent that you are the owner, or authorized user of the Device you use for the Service and that you are authorized to approve the applicable charges.

We will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis.

Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve the service. However, we will not share your consent to SMS service with any of our affiliates.

Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this Agreement. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the Service, you agree to provide accurate, complete, and true information.

The SMS service as well as the content and materials received through the SMS service are proprietary to us and our licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the service or its functionality. The service is available only in the United States.

### **Limitations.**

The use of the Service(s) requires the use of an internet browser to access our website or mobile application. Not all browsers are supported. You are responsible for maintaining and using a supported browser or mobile application to access the Service.

In using or accessing the Service you agree: (1) not to use the Service for fraudulent purposes; (2) not to "spam" others or "phish" for others' personal information; (3) not to create or use a false identity; (4) not to disrupt or interfere with the security of, "deeplink", attempt to obtain unauthorized access to or otherwise abuse, the Service or affiliated or linked websites; (5) not to disrupt or interfere with any other user's enjoyment of the Service; (6) not to use, frame or utilize framing techniques to enclose any Marks or other proprietary information (including Content); (7) not to use meta tags or any other "hidden text" utilizing a Mark; and (8) not to use the Service in a manner that is defamatory, inaccurate, profane, threatening, invasive of a person's privacy, violates any third party proprietary rights, or is in violation of any law or regulation.

### **Accuracy and Timeliness of Information.**

We will use reasonable efforts to provide information requested through the Service in a prompt fashion, but shall not be liable for temporary failure to provide timely information. If the Service is unavailable, you shall be responsible for carrying out banking business through alternative delivery channels. We shall not be liable for any inaccurate or incomplete information with respect to Transactions which have not been completely processed or posted to our system prior to being made available pursuant to the Service. Information with respect to all Transactions is provided solely for your convenience, and we shall have no liability to you resulting from your use of such information.

All information provided to you prior to completion of our end-of-day processing is not final and is subject to change. Account balances and other information will be provided to you for the current day and past days. Images of items deposited to your Accounts and checks drawn on your Accounts will be made available for a period of time. Historical Transaction information for activity conducted via the Service will be made available to you for a period determined by the Bank.

### **Charges for Transactions or Right to Make Transactions.**

No monthly fees are incurred for use of the Service. Depending on the Device used to access Services, there may be costs associated with your third party provider. Check with your third party provider to make sure you understand any applicable charges.

Fees may be assessed for optional Services selected. We may change or add fees without notice unless required by Law. A current fee schedule can be obtained at any banking center location. Fees described in our Deposit Account Agreement, disclosures brochure, Fee Schedule, and all other Account or loan disclosures, also apply.

### **Right to Receive Documentation of Transactions.**

You will receive a monthly statement if you have an Account upon which checks or drafts may be drawn. You will receive a savings statement quarterly, unless there are electronic Transactions during the month or you have requested combined statements. You may obtain Account balances and Transaction information including access to your periodic statements for your Accounts in the Service.

### **Stop Payment Requests.**

You may use the Service to initiate a stop payment on any Transaction payable against your Account, whether issued or authorized by you or any other account holder or authorized signer; however, once requested, a stop payment may only be released or canceled by the person who requested the stop payment. Stop payment process and timing may vary by individual service, feature, or product within the Service. You may be charged a fee for any stop payment request. Please refer to the current Fee Schedule and Account Agreement for your Account.

A stop payment request is effective only if we receive it at such time and in such manner as to afford us a reasonable opportunity to act upon it before our cutoff time. Our acceptance of a stop payment request does not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the request. We will confirm in writing to you our receipt of your stop payment request. The written confirmation will specify the length of time for which the stop payment is effective. We will not give you notice that a stop payment request has expired. A stop payment request may be renewed for additional periods at any time prior to its expiration.

In order to request us to stop payment on a Transaction, you must give us your all requested information, such as the date, amount, and number of the item or the name of the payee on the item. You must be precise in the information you give us and you agree that we will not be liable for failing to stop payment on an item if the information you give us is incorrect or incomplete. Moreover, we are not obligated to re-credit your Account if we pay an item over a valid and timely stop payment request unless you are able to demonstrate the fact and amount of your loss. If we do re-credit your Account after paying an item over a valid and timely stop payment request, you agree to transfer to us all of your rights against the payee or other holder of the item and to assist us in any legal action we may later take against that person. If we comply with any stop payment request you give us, you agree to defend, indemnify and hold us harmless from and against any Claims or Costs resulting from or relating in any way to that stop payment request.

You may not request us to stop payment on any Entry we have processed or item we have accepted, which we are obligated to pay (such as a money order or an official, certified, cashiers or teller's check) or for which we have otherwise become accountable. In addition, you may not request us to stop payment on items governed by any separate agreement we have with you, such as a check guaranty agreement.

### **Transaction Errors.**

You agree to promptly notify us immediately as directed in the **Contact Us** section of this Agreement of any error in connection with any Service and any discrepancies between any records maintained by you and any notice you received from us with respect to the Service, and shall provide us with any information we may reasonably request in connection therewith. You also agree that your failure to promptly notify us of any such error or discrepancy may relieve the Bank from liability to you on Account thereof.

In case of errors or questions about your EFT, telephone us at the Telebank 24 number listed in the **Contact Us** section of this Agreement and press 0 to speak to Client Services, Monday through Friday, 8:00 AM to 7:00 PM Central Time and Saturday, 9:00 AM to 2:00 PM Central Time, or write us at P.O. Box 26368, Kansas City, MO, 64196-6368 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

We must hear from you no later than sixty (60) days after the date we send the first statement on which the problem or error appeared:

- Tell us your name and account number (if any);



- 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; and
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we may credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

### **Your Responsibility for Errors.**

You understand that we must rely on the information provided by you, and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit fund transfer instructions on your behalf. You understand that financial institutions receiving the fund transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You agree to accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

### **Liability for Failure to Complete Transactions**

If we do not complete a Transaction to, or initiate a Transaction from or to, your account within any time frames, or in the correct amount, all in accordance with this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- if, through no fault of ours, you do not have enough money in your Account to complete the Transaction;
- if the transfer would go over the credit limit on your Account or otherwise create an overdraft;
- if the system supporting the Service was not working properly and you knew about the breakdown when you started the transfer;
- if the transfer transaction is delayed or cancelled for any of the reasons described in other Sections of this Agreement; or
- if circumstances beyond our control (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

### **Contact Us**

Contact us to report any of the following:

- lost/stolen Log-In Credentials notification;
- if you believe your Log-In Credentials are subject to unauthorized use;
- errors or questions about your electronic Transactions;
- to terminate your Account; or
- any other reason relating to this Service or your Account.

Write to us at:

NBH Bank, P.O. Box 26368, Kansas City, MO, 64196-6368

Call TeleBank 24 at:

Bank Midwest 1.800.867.2265

Community Banks of Colorado 1.877.877.0395  
Hillcrest Bank 1.855.629.7618  
Bank of Jackson Hole 1.877.877.0397

Email us at:

Bank Midwest: clientservices@bankmw.com  
Community Banks: clientservices@cobnks.com  
Hillcrest Bank: clientservices@hillcrestbank.com  
Bank of Jackson Hole: clientservices@bojh.com  
NBH: clientservices@nbhbank.com

### **Indemnification and Limitation of Liability.**

Unless finally determined by a court or arbitrator of proper jurisdiction to have been caused exclusively by our gross negligence or intentional misconduct, you agree to defend, indemnify and hold us, our officers, associates and agents harmless from any and all claims and costs arising in connection with your use of the Services furnished under this Agreement, and you further agree to defend, indemnify and hold us, our officers, associates and agents harmless from any and all claims and costs arising out of actions we take or omit in good faith in reliance upon instructions from you. You also agree to defend, indemnify and hold us harmless for failing to act on your instructions when we believe such actions would cause us to be exposed to civil or criminal liability. You agree that if we fail to properly process an item or complete a Transaction according to the Agreement, we will only be liable for your actual damages resulting from that failure (but in no event for more than the amount of the Transaction), and we will not be liable if circumstances beyond our control prevent the Item processing or Transaction, or the funds in your Account are or may be subject to legal process or other claims. In the event that our liability is established for your actual damages, in no event will we be liable to you for special, consequential or punitive damages arising out of or in connection with the Services furnished under this Agreement, regardless of whether we may have been advised of the possibility of such damages unless required by applicable law. The limitations and exclusions in this paragraph apply to all claims of every kind, nature and description whether arising from breach of contract, breach of warranty, gross negligence or other tort, and will survive the termination of the Agreement and all of your business with us. Any action or proceeding by you to enforce an obligation, duty or right arising under the Agreement or by law with respect to your Account or any Service contemplated by the Agreement must be commenced against us within one (1) year after the cause of action accrues. If we reimburse you for any losses or damages, you agree to transfer all of your rights relating to the Items or Transactions in question to us and to assist us in any efforts or legal action that we may take to recover those amounts from any third party.

You hereby release us from any liability and agree not to make any claim or bring any action against us for honoring or allowing any actions or Transactions where you have authorized the person performing the action or Transaction to use your Account(s) and/or the Service and/or you have given Log-In Credentials to such person, or, in the case of a jointly held Account such person is one of the owners of the Account. You agree to indemnify and hold us harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from any such claims or actions.

### **Notices.**

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we provide them to you through the Service or deliver them to your last known mail or email address that we have for you in our records. Unless otherwise required by applicable law or pursuant to your written request, in the event that we are required to provide a notice or other communication to you in writing, that notice or other communication may be sent to you electronically to your email address as reflected in the Bank's then current records. You agree that we may send or provide by electronic communication any notice, communication, amendment or replacement to this Agreement, your Account agreements, or any other disclosure required to be provided orally or in writing to you. You agree to receive any electronic messages sent to you and will not attempt to avoid receiving any messages. You are deemed to have received any electronic messages when they are posted in the Service for your access and review or sent to you.

You agree that the Bank may send notices and information about our products or services to you electronically, to the extent allowed by law. Any notice the Bank gives you concerning the Service is effective when the Bank sends you an electronic message or when the Bank mails or delivers the notice to you at the address we have for you in the Bank's records. The Bank may also display a notice to you within the Service. Any notice the Bank sends you will be deemed to

have been received by you within three days of being sent. If any of your accounts has more than one co-owner, notice to any one co-owner will be considered effective notice to all. Subject to applicable law, updates to this Agreement, as well as all disclosures, notices and other communications regarding the Service will be provided to you within the Service. Please see the E-Consent Agreement posted on the Website and within the mobile application for additional information.

**Assignment.**

You may not assign the Agreement to any other party. We may assign this Agreement, or delegate any or all of our rights and responsibilities under this Agreement, to any third parties.

**Waiver.**

No delay or omission by us in exercising any rights or remedies under this Agreement shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of any other right or remedy. No waiver shall be valid unless signed in writing by us.

**Amendment and Cancellation Rights.**

You understand that we reserve the right to amend this Agreement at any time by providing you notice of those amendments. We reserve the right to modify or discontinue this Service at our sole discretion. By using the Service after you have been notified of any amendment(s) that have been made, you are agreeing to the terms and conditions in the revised Agreement. You will be notified of any amendment or any change in a term or condition disclosed in the Agreement via posting to the Service, email to the email address we have on file, or by any other method chosen by the Bank. The most current version of this Agreement is available on the Website and within the Service through the mobile application.

**Termination of this Agreement.**

The Bank reserves the right, without notice and at its sole discretion, to suspend or terminate your ability to access or use the Service, to block or prevent future access to and use of the Service for any reason, or to suspend or terminate any services, features, or offerings within the Service. The Bank may, in its sole discretion, terminate, change, modify, suspend, make improvements to, or discontinue any or all aspects of the Service, temporarily or permanently, at any time with or without notice to you. You agree that the Bank shall not be liable to you or to any third party for any such modification, suspension, or discontinuance.

We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service will be terminated automatically if the Account is closed, or access to the Account is restricted for any reason. If you terminate the Service, you authorize us to continue making transfers and payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice, not to be less than five (5) Business Days. Once we have acted upon your termination notice, we will make no further transfer or payment from your Account, including any transfer or payment you have previously authorized. If we terminate your use of the Service, we reserve the right to make no further transfers or payments from your Accounts, including any Transactions you have previously authorized. Termination will not affect your liability or obligations under the Agreement.

**Disclaimer of Warranties.**

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE, ANY THIRD PARTY SOFTWARE MADE AVAILABLE TO YOU THROUGH THE SERVICE, AND ANY RELATED UPDATES OR UPGRADES, ARE MADE AVAILABLE TO YOU THROUGH THE BANK ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICE OR ANY THIRD-PARTY SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, OR FREEDOM FROM INFRINGEMENT OR MALICIOUS SOFTWARE OR CODE, COMPUTER VIRUS OR WORM, OR OTHER DISABLING ROUTINE, AND THE BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE BANK DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT THE SERVICE OR ANY THIRD-PARTY SOFTWARE WILL OPERATE ON AN UNINTERRUPTED OR ERROR-FREE BASIS.

**Entire Agreement.**

This Agreement, along with its Appendixes incorporated herein, together with your Account Agreements and all accompanying disclosures for your Accounts, is the complete and exclusive agreement between you and us relating to the Service and supersedes any prior agreement(s) between the Bank and you with respect to such subject matter

**See Below for Appendixes**

**Appendix A: Transfers**

**Appendix B: Bill Pay**

**Appendix C: Zelle (for consumers only)**

## APPENDIX A: Transfers Agreement

### Transfers Agreement

This Transfers Agreement is incorporated into and made part of the Online and Mobile Banking Agreement and contains the terms and conditions for the use of the Service for funds transfers. You must read and agree to this Transfers Agreement prior to using the Transfers feature within the Service. When you use or initiate a transfer, or authorize others to use or initiate transfers, you agree to the terms and conditions of this Transfers Agreement.

#### A. Internal Transfers

Internal Transfers is a feature that allows you to transfer funds between your eligible Accounts held with the Bank. You may schedule a transfer to be initiated on the same day (Same Day Transfer), on any future calendar day (Future Calendar Day Transfer), or to be automatically initiated in a fixed amount on a weekly, biweekly, monthly, quarterly, semi-annual, and annual basis (Recurring Transfer). A request to transfer funds between eligible Accounts held by us may not result in an immediate transfer or immediate funds availability because of the time required to process the files. Same Day Transfers initiated via your Device and received by the Bank or its agents by 10 p.m. Central Time on a Business Day will be available on the same Business Day. Same Day Transfer requests made after 10 p.m. Central Time or on a non-Business Day will be made available on the next Business Day.

If there are not available funds in the Account from which a transfer or payment is being made at the time the transfer is processed, the transfer will be canceled, and we will not make the transfer at a later date. Recurring Transfers will be paid on the scheduled Transfer date, or on the next Business Day if the regular Transfer date falls on a weekend or holiday. Future Dated Transfers must be scheduled on a Business Day. Internal Transfers cannot be made from line of credit or loan account with us.

You may cancel or edit any Future Transfer or Recurring Transfer by following the directions within the Service. There is no charge for canceling a scheduled funds transfer. Once the Bank has begun processing a transfer, it cannot be cancelled or edited. Same Day Transfers begin to process immediately and cannot be cancelled or edited. You may make Internal Transfers up to (A) your available balance or (B) your credit limit, to the extent applicable. Notwithstanding the foregoing, a home equity line of credit, other line of credit account, or integrated cash sweep account cannot be used to make a loan or mortgage payment.

For security reasons, we reserve the right in our sole discretion to place limits on dollar amounts or frequency of Transactions. We further reserve our right to implement any other security procedures the Bank deems appropriate and commercially reasonable, including but not limited to, changing or restricting categories of recipients or Accounts eligible to use the Service for Internal Transfers.

#### B. External Transfers

External Transfers is a feature in the Service that allows you to transact between your deposit accounts held with us and an account that you hold at a financial institution other than the Bank. You may transfer in and out of your checking, savings and certain money market accounts from another financial institutions, and transfer to external loan accounts.

This External Transfers Agreement incorporates: (a) the designations and other information you provide when completing and submitting each External Transfer request via the Service; and (b) any instructions or additional information that may be provided to you regarding External Transfers by us or through the Service. Unless otherwise defined in this External Transfers Agreement, all capitalized terms shall have the meaning given to them in the NACHA Operating Rules and Guidelines. This External Transfers Agreement covers only single External Transfers and does not apply to the processing and transmission of External Transfer batches or items, which may not be initiated through the Service.

To ensure that you are the owner, signer, and have proper access to an external account, we use a registration process for each newly added account. This registration process allow you to set up accounts at any time by entering the routing number for the financial institution and the account number for the account into the Service. If eligible, your accounts at another financial institution can be validated through the Service by following the instructions detailed for instant verification or micro-deposit. If you use a micro-deposit verification process, your access to make transfer from or to your

external account may take up two (2) Business Days. After either instant verification or micro-deposit verification is completed successfully, you can transact between your accounts at will. You may delete any external account at any time within the Service.

You agree that you are authorized to initiate every inbound or outbound transfer that you request in the amount requested. You also agree that you have the authority to transact from your account held with us and account held with another financial institution at all relevant times, including at the time you set up the transfer and at the time that we initiate every inbound or outbound transfer. You further agree that you are authorized to direct us to process each External Transfer request you make through the Service, and agree that you are responsible for generating and authorizing all Entries and delivering the same to us in the form and format specified within the Service or otherwise.

You may schedule one-time External Transfers or Recurring Transfers, with a frequency of your choice. External Transfers scheduled after 6 P.M. Central or on a weekend or holiday will be processed the Next Business Day. International transfers are not supported. Funds are generally available the Third (3<sup>rd</sup>) Business Day from when a transfer is requested. Transfers from external accounts are subject to the processing times of the financial institution that holds your external account. Incoming funds may be held for two (2) business days after the date of the transfer request.

You agree that you will have sufficient funds available in the designated Account with us to cover your payment, transfer, and any associated processing fees. In the event that there are not sufficient funds available in your designated Account, that we may offset without prior notice or demands, any Account held by you to the extent permitted by law. If your designated Account does not have sufficient available funds on the scheduled transfer date, we may elect not to initiate one or more transfers. If we do elect to initiate the transfer, it may cause an overdraft or over limit amount in your Account in which case you shall be liable for the overdraft or over limit amount and any related fees, as set forth in your Account Agreements and accompanying disclosures.

The Bank reserves the right to set daily and monthly aggregate limits on the dollar amount of External Transfers you may make. External funds transfer limits are available in the Service. We reserve the right to change these limits at any time without notice. If you submit a transfer request that exceeds the external funds transfers limit, we may suspend or reject the transfer request, even if you have sufficient funds available in your Account to cover the transfer amount.

We will process External Transfers on your behalf by means of the Automated Clearing House network pursuant to this Agreement and the rules of the National Automated Clearing House Association ("NACHA"). Capitalized words herein, not otherwise defined, have the same meaning used in NACHA Rules. We can reject any External Transfer that is not in compliance with the NACHA Rules. Under NACHA Rules, any credit to your Account with the Bank and your account at another financial institution shall be provisional until such credit has been finally settled by us or the third party financial institution holding your account. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for any External Transfer, for any reason, we shall charge back the amount of such transfer from the account being debited or the account being credited, as applicable, or any of your other accounts or claim a refund from you.

If you send an Incorrect Entry, you must contact us to request us to initiate a reversal of that Entry. You agree and acknowledge that if we receive a Notice of Correction ("NOC") file from another financial institution that results from an Entry you submit, the Entry that caused the NOC will be modified to reflect the corrected information received in the NOC and retransmitted. If the Entry that caused the NOC is a recurring Entry, all subsequent transmissions will be modified to reflect the corrected information received in the NOC.

You may use the Service to cancel an External Transfer if your request is received before the transfer has begun processing. There is no charge for canceling a scheduled funds transfer. Once the Bank has begun processing a funds transfer or payment, it cannot be cancelled or edited.

## **APPENDIX B: BILL PAY**

### **Bill Pay Agreement**

This Bill Pay Agreement is incorporated into and made part of the Online and Mobile Banking Agreement and contains the terms and conditions for the use of the Service for using Bill Pay. Bill Pay permits you to send funds to: (a) a person or entity to which you wish a payment to be directed or the entity from which you receive electronic bills (each person or entity, a "Payee"); (b) to other persons with accounts outside of the Bank; and (c) to your other accounts (persons described in (b) and (c), each a "Non-Biller Payee(s)"). You must read and agree to this Bill Pay Agreement prior to using the Bill Pay feature within the Service. When you use Bill Pay, or authorize others to use Bill Pay, you agree to the terms and conditions of this Bill Pay Agreement.

#### **A. Information Authorization.**

Your Bill Pay payment requests may not be fulfilled if we cannot verify your identity or other necessary information. You agree that the Bank reserves the right to obtain financial information regarding your account from a Payee or the Bank (for example, to resolve payment posting problems or for verification).

#### **B. Payment Scheduling.**

To schedule a payment, you must select a date your payment will be debited (such date, the "Scheduled Payment Date") for each Payee. This will determine the date for your Payee to receive the payment (the "Deliver By Date"). When scheduling such payments, you must select a Scheduled Payment Date that results in a "Deliver By Date" which is no later than the date reflected on your Payee statement for which the payment is due (the "Due Date") unless the Due Date falls on a nonbusiness day. If the actual Due Date falls on a non-business day, you must select a Scheduled Payment Date that results in a Due Date which is at least two (2) Business Days before the actual Due Date. All Deliver by Dates must be prior to any late date or grace period permitted by the Payee. The necessary funds must be made available in the Account from which bill payments will be debited (your "Payment Account") on the Scheduled Payment Date.

The earliest possible Deliver By Date for each Payee (typically the next business day from the current date if the Payee is capable of receiving the payment electronically or up to five (5) business days if the Payee is not capable of receiving the payment electronically) will be designated within the Bill Pay when you are scheduling the payment. Therefore, Bill Pay will not permit you to select a Deliver By Date prior to the earliest possible Deliver By Date designed for the Payee. If the Payee permits, for a fee, the Bank may also offer a rush payment option, which may be paid via check or electronic payment, if supported by a Payee. Rush payments can be made by following the instructions in the Service.

You may choose to schedule Recurring Payments, which are set to recur in the same amount at regular intervals for weekly, every other week, every two weeks, semi-monthly, every four weeks, monthly, every two months, every four months, quarterly, bi-annual, or annual payments.

If you schedule a payment or transfer in Bill Pay by 4 P.M. Central Time on a Business Day, the Service will be considered to have received it on that day. Otherwise, it will be considered received on the next Business Day.

#### **C. Prohibited Transactions.**

You agree not to use or attempt to use Bill Pay: (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a "money service business" as defined in Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that the Bank has no obligation to monitor your use of the Bill Pay for transactions and activity that are impermissible or prohibited under the terms of this Bill Pay Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Bill Pay Agreement. PAYMENTS TO PAYEES AND NON-BILLER PAYEES OUTSIDE OF THE UNITED STATES OR ITS TERRITORIES ARE PROHIBITED THROUGH THE SERVICE.

#### D. Payment Authorization and Payment Remittance.

By providing names, contact information, and/or account information of Payees and Non-Biller Payees to whom you wish to direct payments, you authorize us to follow the information and instructions provided by you in Bill Pay for a payment to be made to a Payee or Non-Biller Payee (such as, but not limited to, Payee/Non-Biller Payee name, Payee/Non-Biller Payee contact information, Payee/Non-Biller Payee account number, and Scheduled Payment Date) (such information, "Payment Instructions"). In order to process payments more efficiently and effectively, Bill Pay may edit or alter payment data or data formats in accordance with Payee/Non-Biller Payee directives.

When any payment or other online service generates items to be charged to your Payment Account, you agree that the Bill Pay may debit your Payment Account without requiring your signature on the item and without prior notice to you. When we receive a Payment Instruction in Bill Pay, you authorize the Bank to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Deliver By Date. You also authorize the Bank to credit your Payment Account for payments returned to Bill Pay by the United States Postal Service, Payee or Non-Biller Payee, or payments remitted to you on behalf of another authorized user of Bill Pay.

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

- If your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit or otherwise cause an overdraft of your Payment Account;
- The payment processing center is not working properly and you know or, to the extent reasonably practicable, have been advised about the malfunction before you execute the transaction;
- You have not provided the correct Payment Account information, or the correct name, address, phone number, email address, or account information for the Payee or Non-Biller Payee; and/or,
- Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction.

Provided none of the foregoing exceptions are applicable and you have a consumer account, if Bill Pay causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, Bill Pay shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges. Provided none of the foregoing exceptions are applicable, and you have a business account, liability of the Bank and/or Bill Pay is set forth below in the Section titled **Additional Provisions Applicable Only to Business Accounts**.

#### E. No Extension of Credit.

You must have on deposit in your Payment Account sufficient amounts to enable the Bank to make the debit. Nothing in this Agreement will constitute or be deemed a commitment by the Bank to extend credit to you, or to grant to you overdraft privileges. The Bank will not have any obligation to make any funds available to you to effect any payment being made by you or to enable you to use Bill Pay.

#### F. Grant of Security Interest.

As security for your obligations to the Bank under this Bill Pay Agreement, you grant to us a present and continuing security interest in the following: (i) all of your Accounts and all distribution/collection points related to any one or more of your Accounts associated with Bill Pay; (ii) all now existing and all hereafter arising contract rights relating to your Accounts associated with Bill Pay and the distribution/collection points related to any one or more of your Accounts; (iii) all cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, accounts, securities and other items of value or payment intangibles belong to you or payable to you, which are now in or may in the future be in or paid or deposited to your Accounts and which are now in or may in the future be in or deposited in any distribution/collection points related to any of your Accounts; and (iv) all present proceeds and future proceeds of or related to the foregoing Accounts, depository/collection points and cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, accounts, securities and other items of value or payment intangibles.

#### G. Failed or Returned Transactions.



In using Bill Pay, you are requesting Bill Pay to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In using Bill Pay, you understand that Payees/Non-Biller Payees and/or the United States Postal Service may return payments for various reasons such as, but not limited to, Payee's/Non-Biller Payee's forwarding address expired; Payee/Non-Biller Payee account number is not valid; Payee/Non-Biller Payee is unable to locate account; or Payee/Non-Biller Payee account is paid in full. We will use our best efforts to research and correct the returned payment and return it to your Payee/Non-Biller Payee, or void the payment and credit your Payment Account. In some instances, you will receive a return notice from Bill Pay. In such case, you agree that:

- You will reimburse Bill Pay immediately upon demand the transaction amount that has been returned to Bill Pay;
- You will reimburse Bill Pay for any fees imposed by us as a result of the return;
- You will reimburse Bill Pay for any fees it incurred in attempting to collect the amount of the return from you; and,
- Bill Pay is authorized to report the facts concerning the return to any credit reporting agency.

#### H. Address or Banking Changes.

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. Bill Pay is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

#### H. Payee/Non-Biller Payee Limitation.

We reserve the right to refuse to pay any Payee or Non-Biller Payee to whom you may direct a payment. You will be promptly notified if the Bank decides to refuse to pay a Payee or Non-Biller Payee designated by you. This notification is not required if you attempt to make a prohibited transaction, an exception payment, or have insufficient funds in your Payment Account to make the payment.

#### I. Payment Methods.

The Bank reserves the right to select the method in Bill Pay to remit funds on your behalf to your Payee or Non-Biller Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

#### J. Payment Cancellation and Stop Payment Requests.

You may cancel or edit any scheduled payment (including recurring payments) by following the directions within Bill Pay. There is no charge for canceling or editing a scheduled payment. Once a payment has begun processing, it cannot be cancelled or edited, therefore a stop payment request must be submitted.

The ability to process a stop payment request in Bill Pay will depend on the payment method and whether or not a check has cleared. Stop payment requests are limited to electronic check payments, and we may be unable to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the Bank at the number set forth in the above Contact Us section. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. The charge for each stop payment request will be the current charge for such service as set out in the Fee Schedule for your Account.

#### K. Exception Payments.

Tax payments and court ordered payments may be scheduled through Bill Pay, however such payments are discouraged and will be scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of these types of payments. We have no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted or misdirected exception payments will be your sole responsibility.

#### L. Bill Delivery and Presentment.

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

1. Information Provided to the Payee.

We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Payee, provide to the Payee your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about bill information.

2. Activation.

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

3. Authorization to Obtain Bill Data.

Your activation of the electronic bill feature for a Payee shall be deemed by the Bank to be your authorization for the Bank to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide the Bank with your user name and password for that Payee. By providing the Bank with such information, you authorize the Bank to use the information to obtain your bill data.

4. Cancellation of Electronic Bill Notification.

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

5. Non-Delivery of Electronic Bill(s).

You agree to hold the Bank harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

6. Liability to Payees.

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

M. Additional Provisions Applicable Only to Business Accounts.

1. Protecting Your Login Credentials (Business Accounts).

You agree that the Bank may send notices and other communications to the current address, e-mail address, or mobile number shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that the Bank may post notices in the Service as detailed in the E-Consent Agreement. We will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: **(i) keep your Login Credentials secure and strictly confidential; (ii) instruct**

each person to whom you have authorized to have user Login Credentials that he or she is not to disclose it to any unauthorized person; and (iii) immediately notify us and select new Login Credentials if you believe your user Login Credentials have become known to an unauthorized person.

**The Bank will have no liability to you for any unauthorized payment or transfer made using your user Login Credentials before you have notified us of possible unauthorized use and the Bank has had a reasonable opportunity to act on that notice.** The Bank may suspend or cancel your Login Credentials without receiving such notice from you if we suspect that your user Login Credentials are being used in an unauthorized or fraudulent manner. The Bank will have no liability for such suspension or cancellation.

2. Acknowledgement of Commercially Reasonable Security Procedures (Business Accounts).

By using Bill Pay, you acknowledge and agree that you have been provided with a disclosure of the security procedures for electronic banking transactions, and that said security procedures are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which the Bank implements in compliance with these procedures, unless you have given the Bank prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

3. Limitations of the Bank's Liability (Business Accounts).

If the Bank fails or delays in making a payment pursuant to your instructions, or if the Bank makes a payment in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, the Bank's liability shall be limited to interest on the amount that the Bank failed to timely pay, calculated from the date on which the payment was to be made until the date it was actually made or you canceled the instructions. The Bank may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and the Bank's payment to either party will fully discharge any obligation to the other. If the Bank makes a payment in an erroneous amount that exceeds the amount per your instructions, or if the Bank permits an unauthorized payment or transfer after the Bank has had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, the Bank's liability will be limited to a refund of the amount erroneously paid, plus interest thereon from the date of the payment to the date of the refund, but in no event to exceed sixty (60) days' interest. If the Bank becomes liable to you for interest compensation under this Bill Pay Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year. Unless otherwise required by law, in no event will the Bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.

## Appendix C

### FOR CONSUMER USE ONLY

Zelle Network® Transfer Service

Last Updated: May 2024

Prior Version Dated: July 2022

Your use of the Zelle Transfer Service (the "Service") is governed by the terms of this Agreement. In particular, the provisions of this Agreement state the terms and conditions under which you can transfer funds to or from your eligible checking account, money market, savings, or other account designated by you for access through the Service (your "Account") to another person using the Zelle Network. This Agreement is intended to supplement the Deposit Account Agreement and disclosure, the Electronic Fund Transfer Agreement and disclosures, the Funds Availability Policy disclosure, and any other agreement we previously provided to you upon the opening of your Account (collectively, the "Deposit Agreements"), as those agreements are amended. All terms and conditions of the Deposit Agreements are hereby incorporated by reference into this Agreement. In the event of a conflict between the terms of this Agreement and the Deposit Agreements regarding the Service, this Agreement shall control to the extent necessary to resolve such conflict as it pertains to the Service. In all other instances, the Deposit Agreements shall control. You acknowledge that email and/or messages displayed on your mobile device will be the primary means of communication for the Service. You are responsible for maintaining a current email address and/or mobile phone number, and you agree that you will, in a timely manner, review messages and notifications you receive from us and check your Account to confirm it reflects recent activity.

#### 1. Description of Services

- a. We have partnered with the Zelle Network ("Zelle") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses or mobile phone numbers. We will refer to financial institutions that have partnered with Zelle as "Network Banks."
- b. Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank.
- c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. YOU AGREE THAT YOU, NOT WE OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

#### 2. Eligibility and User Profile

When you enroll to use the Service you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

### 3. Consent to Share Personal Information (Including Account Information)

You hereby consent to our disclosure of your personal information (including bank account information) to Zelle, other Network Banks and other third parties as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a. As necessary to resolve a problem related to a transfer or payment between you and another User;
- b. To verify the existence of your bank account, or debit card, as applicable;
- c. To comply with government agency or court orders;
- d. To our affiliates, as permitted by law;
- e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- f. To comply with inquiries in connection with fraud prevention or any investigation;
- g. For our general business purposes, including without limitation data analysis and audits; or
- h. As otherwise permitted in accordance with our Privacy Notice and any other privacy notices we provide you, as applicable.

### 4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Notice at <https://www.bankmw.com/wp-content/uploads/2018/02/privacynotice.pdf>, which is incorporated into and made a part of this Agreement by this reference.

### 5. Wireless Operator Data

We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT & T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider, solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship. See Zelle's Privacy Policy <https://www.zellepay.com/privacy-policy> for how it treats your data.

### 6. Enrolling for the Service

a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

b. Once enrolled, you may: i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.

d. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle.

## 7. Consent to Emails and Automated Text Messages.

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.

c. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.

d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.

e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our Client Services and Solutions team at 800.867.2265. You expressly consent to receipt of a text message to confirm your "STOP" request.

f. Supported Carriers: Most major carriers are supported. Limitations may apply.

## 8. Receiving Money; Money Transfers by Network Banks

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Transactions typically occur within minutes when the recipient's email address or U.S. mobile number is already enrolled with Zelle. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

## 9. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with Zelle, either in the Zelle mobile

app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, either in the Zelle mobile app or with a Network Bank, the transfer may take up to two (2) business days from the day the intended recipient responds to the payment notification by enrolling as a User. You understand and acknowledge that a person to whom you are sending money and who is not enrolled as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

#### 10. Liability.

Neither we nor Zelle shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND PEOPLE WITH WHOM YOU ARE FAMILIAR. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS THAT YOU DO NOT TRUST. YOU AGREE THAT YOU, NOT WE OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES (INCLUDING WITHOUT LIMITATION, DISPUTES RELATED TO GOODS AND SERVICES THAT YOU HAVE PURCHASED OR RECEIVED) THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

#### 11. Send Limits

We reserve the right to limit the frequency and dollar amount of transactions from any of your accounts for security reasons. We will not be liable to you for any Zelle Payment Transfer that cannot be completed in accordance with your instructions due to limitations imposed by other financial institutions.

#### 12. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a payment request. If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

### 13. Transaction Errors

In case of errors or questions about your EFT, telephone us at the Telebank 24 number listed in the Deposit Agreements and press 0 to speak to Client Services, Monday through Friday, 8:00 AM to 7:00 PM Central Time and Saturday, 9:00 AM to 2:00 PM Central Time, or write us at P.O. Box 26368, Kansas City, MO, 64196-6368 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

We must hear from you no later than sixty (60) days after the date we send the first statement on which the problem or error appeared:

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

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we may credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

### 14. Your Responsibility for Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit fund transfer instructions on your behalf. You understand that financial institutions receiving the fund transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You agree to accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

### 15. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe that your password has been lost or stolen, or if you believe that an EFT has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

Your obligations and liabilities for all unauthorized transfers regarding the Service are set forth in the Deposit Agreements. In addition, we may from time to time make certain products and services that are designed to detect and/or deter fraud available to you. While no product or service will be completely effective, we believe that the products and services we offer will reduce the likelihood that certain types of fraudulent items will be paid against your Account. As a result, you agree that if you fail to implement any of these products or services, you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product or service was designed to detect or deter, that we will not be required to recredit your Account or otherwise have any liability for paying such items, and that you will indemnify us for claims and costs relating in any way to such items as long as we have dealt with such items in good faith and in accordance with prevailing commercial banking standards (other than any such standards relating to the use of the products or services in question).



You may notify us in person, by telephone at the Telebank 24 number listed in the Deposit Agreements and press 0 to speak to Client Services, Monday through Friday, 8:00 AM to 7:00 PM Central Time and Saturday, 9:00 AM to 2:00 PM Central Time, or in writing at P.O. Box 26368, Kansas City, MO, 64196-6368.

#### 16. Liability for Failure to Complete Transfers

If we do not complete a transfer transaction to, or initiate a transfer transaction from, your account within any time frames, or in the correct amount, all in accordance with this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

if, through no fault of ours, you do not have enough money in your Account to make the transfer;

- if the transfer would go over the credit limit on your overdraft line;
- if the system supporting the Service was not working properly and you knew about the breakdown when you started the transfer;
- if the transfer transaction is delayed or cancelled for any of the reasons described in other Sections of this Agreement;
- if circumstances beyond our control (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

#### 17. Purchase Protection

Zelle does not offer a protection program for any authorized payments made with Zelle – for example, if you make a purchase using Zelle but you do not receive the item or the item is not as described or as you expected. We also offer no protection program and bear no liability for authorized payments.

#### 18. Fees

You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within the Service or associated websites. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically usebased, such as Zelle Payment Request, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated eligible Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or other eligible 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.

#### 19. Use of Our On-line Banking Site and/or Mobile App

You agree to access this website and/or mobile app in compliance with our applicable Mobile Banking Agreement, which are available on our website.

#### 20. Cancellation of the Service

If you wish to cancel the Service, please contact us at 800.867.2265. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

#### 21. Right to Terminate Access

In the event you violate any terms of this agreement, there are unauthorized or fraudulent transactions related to your Account or use of the Service, or we incur problems with your use of the Service, you agree that we may suspend or terminate your access to the Service at any time.

We may, in our sole discretion, at any time and without prior notice to you or other Service participants, suspend or terminate:

- the Service,
- your ability to send or receive funds through a Transfer Transaction,
- your ability to send funds through a Transfer Transaction, while continuing to permit you to receive funds through a Transfer Transaction,
- your ability to request funds from another User, or
- your ability to receive requests for funds from another User.

## 22. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. ZELLE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

## 23. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL NBH BANK, ZELLE, OR OTHER NETWORK BANKS AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE'S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF NBH BANK, ZELLE, OR OTHER NETWORK BANKS AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS AND AGENTS IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

## 24. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless NBH Bank, Zelle, other Network Banks and their respective owners, directors, officers, or agents from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

## 25. Governing Law; Choice of Law; Severability

This Agreement will be governed by and interpreted in accordance with Federal law and regulations, and by the laws of the state that is specified in your Deposit Account Agreement for governing your eligible Account. Any action between us shall be subject to the jurisdiction and venue provisions of that Deposit Account Agreement which are hereby incorporated into this Agreement.

## 26. Miscellaneous

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Live customer service generally will be available Monday through Friday during normal business hours, excluding US bank holidays. Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

