First Interstate

Member FDIC. Equal Housing Lender

Terms & Conditions for Online & Mobile Banking Services

Effective Date: April 21, 2026

1. INTRODUCTION. First Interstate Bank("Bank") is pleased to provide its consumer and small business customers with online and mobile access to their accounts and special online and mobile services, including transfers and payments to and from others and your accounts at other financial institutions ("External Transfers").This Terms and Conditions of Service document ("Agreement") is a contract between you and the Bank ("we" or "us") in connection with each of the following services you use from us (each, a "Service") offered through our online and mobile applications (the "Site"). **This Agreement includes our mutual agreement to resolve certain disputes by arbitration (Section 2.dd). Please review it carefully**.

Basic Online Banking
Basic Mobile Banking
Shared Access
Alerts
Online Statements
Stop Payment
Express Web Connect
Money Management
Mobile Check Deposit
***Loan Payment**
***Bill Pay**
***Account to Account Transfer**
***Zelle**
Mortgage

***Services involving External Transfers**

2. GENERAL TERMS AND CONDITIONS FOR ALL SERVICES. Except where otherwise provided with respect to a specific Service, the following general terms and conditions apply to each Service.

2.a. Key Definitions.

“Account” is an account with us which is eligible for use of a Service and for which you utilize a Service. Depending upon the specific Service, an Account may be a deposit account, loan (including mortgage loan) account, and/or credit card account. The term “Account” includes Eligible Transaction Accounts” that you hold with us.

“Administrator” is an individual identified by the Authorized Principal to manage the routine operation of tasks associated with the Services offered through the Site.

“Primary Administrator” is an individual who has authority to make changes to Services and enrollment information. The Primary Administrator manages each specific Service, management of Authorized Users, and communication with Bank relating to Services. Primary Administrator may appoint, change, add, delete, and establish access and the scope of authority for Secondary Administrators and Authorized Users.

“Secondary Administrator” is an individual identified by the Authorized Principal or Primary Administrator to administer each specific Service and Authorized Users only, except as may be limited by the Primary Administrator. Secondary Administrator may not change or manage the Primary Administrator. Secondary Administrator may appoint, change, add, delete, and establish access and scope of authority for other Secondary Administrators and Authorized Users.

Both the Primary Administrator and Secondary Administrator(s) shall be Authorized Users on the Online Business Banking profile

“Administrative Assistance” is when Bank performs the technical execution of Administrative Functions.

“Administrative Functions” are the routine operation of tasks associated with the Services offered through the Site, including but not limited to the ability to appoint, change, add, delete, and establish access in the scope of authority for Administrators and authorized users.

"Affiliates" are companies related by common ownership or control.

“Authorized Principal” is an individual authorized by a business entity (such as a sole proprietorship, partnership, corporation or limited liability company) to legally bind the entity and act on its behalf. Only one Authorized Principal may be designated for Services.

“Authorized User” is a person identified by the Administrator to use one or more Services on your behalf.

“Business Account” is an Account that is not a Consumer Account. Access to the Service for a Business Account may be delayed in order to verify the authority of the Authorized Principal.

“Business Day” is every Monday through Friday except Federal Reserve holidays or other days that banks are legally closed.

“Closely Held Business Account” is a Business Account that is held by a business that utilizes the same tax identification number as a Consumer Account (i.e. the social security number of the owner of the Consumer Account).

“Consumer Account” is an Account which is held by an individual for personal, family or household purposes.

“Directives” are the official instruction by an Administrator for Administrative Assistance on a form prescribed by the Bank, as the Bank may amended from time to time.

"Eligible Transaction Account" is a transaction Account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, or a credit card account, including any required routing information.

"External Account" is your transaction account at another financial institution to or from which money is transferred utilizing the Service.

“Linked Accounts” means Accounts that are included in your customer profile on the Site. Some Linked Accounts listed in your customer profile may not be eligible for all Services based upon account type or designation as a Consumer Account or a Business Account. You may choose to hide Accounts on your customer profile on the Site.

“Online Business Banking” is a platform on the Site available for Business Accounts that allows businesses to utilize the Services with added capabilities that are not available through Basic Online Banking. Capabilities may include but are not limited to, the ability to manage Authorized User(s) and their access capabilities, ability to view historical/transaction details, perform certain

transactions such as internal transfers, stop payments, and bill payments and the ability to manage affiliated companies within the same online profile.

"Payment Instruction" is the information provided for a payment or transfer to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.

“System” is the computer, mobile device, internet service, and/or cellular service by which you obtain online and/or mobile access and any software you utilize with the Service.

“User Access Information” means access and authentication credentials, security codes, passwords, security questions and answers, account numbers, login information, and any other security or access information, used by you (or others to whom you have granted authority) to access the Site, the Service and your Accounts with us and/or perform transactions.

“You” means with respect to Consumer Accounts the owner/signer on a deposit account or the borrower on a credit card or loan account, and with respect to a Business Account “you” means the business which is the owner of the Business Account acting through its Authorized Principal/signer on a deposit account or through its Authorized Principal on a credit card or loan account, and for purposes other than identification of Accounts and External Accounts, each person that uses the Service with your permission.

2.b. Accepting the Agreement. When you use the Service or authorize others to use the Service, you acknowledge that you have received and understand this Agreement and agree to the terms and conditions of this entire Agreement.

2.c. Relation to Other Agreements. In addition to this Agreement, you agree that your Accounts and the use of the Service will be governed by the terms and conditions contained in the account agreement(s) and disclosures (“Account Agreement”) applicable to the Accounts for which the Service is used. In the event of a conflict between this Agreement and an Account Agreement, this Agreement shall control as to the specific conflict at issue unless this Agreement specifically states otherwise.

2.d. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on

the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

2.e. Service Providers. We may offer you the Service through one or more third party service providers ("Service Providers") that we have engaged to render some or all of the Service to you on our behalf.

2.f. Fees. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be charged against the Account utilized to initiate transactions, as described in this Agreement. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any financial fees associated with your Accounts will continue to apply. You are responsible for any and all cellular telephone access fees and Internet service fees that may be assessed by your cellular telephone and Internet service provider. Section 3.g below (Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the applicable Account for such fees and there are insufficient fees in the Account.

2.g. Authorization.

2.g.1. Consumer Accounts. You represent and warrant that you are either the sole owner or a joint owner of the Account and, as applicable, the External Account and that you have all necessary legal right, power and authority to transfer funds between Accounts and, as applicable, the External Account. If you are a joint owner of the Account, the External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such accounts without liability to such other joint owners.

2.g.2. Business Accounts. You represent that you are an Authorized Principal of the business that owns the Account and, as applicable, the External Account and that you have all necessary legal right, power and authority to act on behalf of the business to transfer funds between Accounts and, as applicable, the External Account. You agree, on behalf of yourself and the business, to notify us by contacting us as set forth in Section 2.p below (Notices to Us) if your access to or

authority over the Account changes. We will not be liable for any unauthorized activity prior to notification or until we have had a reasonable opportunity to act.

2.h. Eligibility. The Service is offered only to individual residents of the United States and small Businesses who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement. No foreign transactions are permitted using the Service and you represent and warrant that the External Account is located in the United States.

2.i. Available Funds. You acknowledge that it is your responsibility to insure that sufficient funds are on deposit in your Account and as applicable, your External Account to cover transfers and payments authorized through the Service. If you withdraw funds from an Account by means of an electronic funds transfer ("EFT") other than through the Service, such as an ATM cash withdrawal, and the EFT occurs at any time on the same Business Day that you use the Service to transfer funds or make a payment from the same Account, and if there are insufficient funds at the end of the day to pay both the EFT and the transfer or payment made through the Service, then the EFT will have priority and the transfer or payment made through the Service will result in an overdraft on the Account.

2.j. System Requirements. It is your responsibility to ensure that your System is compatible with the Service and you acknowledge that you are solely responsible for the cost, operation and security of your System. It is also your responsibility to protect your System against viruses, worms, trojans, and other items of a destructive nature. You agree to use reasonable care not to introduce any such items to our Site or the Service.

2.k. Availability of the Service. The Service and other Bank products and services described in the Site are not necessarily available everywhere.

2.l. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted,

hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 2.p below (Notices to Us) of any violations of the Agreement generally.

2.m. Access and Security. You are responsible for (a) maintaining the confidentiality and security of your User Access Information used by you to access the Service and your Accounts, and (b) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service or any services provided in connection with it (collectively, "Account Data"). You will be responsible for all electronic communications ("Communications") entered using the User Access Information. It is assumed that any Communications received through use of the User Access Information were sent or authorized by you. You agree to immediately notify us at the telephone number provided in Section 2.p below (Notices to Us) if you become aware of any loss, theft or unauthorized use of any User Access Information. For Consumer Accounts, see also Section 4.b below (Your Liability for Unauthorized Transfers and Use) regarding how the timeliness of your notice can impact your liability for unauthorized transfers under certain circumstances. We reserve the right to deny you access to the Service if we reasonably believe that any loss, theft or unauthorized use of User Access Information has occurred.

You agree to take reasonable precautions to safeguard your User Access Information. You agree to never leave your computer or mobile device unattended while using the Service and always exit the Service by clicking “Log Out.” You acknowledge and agree that if you permit another person or persons to use the Service (via Shared Access or otherwise) or give them your User Access Information you are responsible for any transactions, transfers of payments that person makes from your Account, even if that person exceeds your authorization.

2.n. Transmission and Transaction Risks. You acknowledge that the electronic transmission of confidential information is performed at your own risk. You assume all liability and responsibility to monitor the Accounts and in the event you discover or suspect an objectionable or

unauthorized transaction or activity in an Account, you will immediately notify us at the telephone number provided in Section 2.p below (Notices to Us).

2.o. Interruption of Service. The Service may be unavailable at certain times for the following reasons:

- Scheduled maintenance or upgrades
- Unforeseen, unscheduled maintenance as necessary from time to time
- Outages caused by major unforeseen events impacting us or our Service Providers, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone or internet service or electrical outages that interrupt access to the Service
- System interruptions or failures, which are expressly not our responsibility.

Although we will make all reasonable efforts to ensure the availability of the Service, we are in no way liable for the unavailability of the Service or any consequential damages that may result therefrom.

2.p. Notices to Us. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to:

First Interstate Bank
PO Box 30918
Billings, MT 59116

We may also be reached at Customer Support 1-855-342-3400 (M-F 7:30am – 7pm and Sat 10am – 2pm MST) for questions and other purposes concerning the Service. For Consumer Accounts, we will act on your telephone calls as described below in Section 4 below, but otherwise, such telephone calls will not constitute legal notices under this Agreement.

As regular email is not secure, we caution against using email for transmitting any sensitive personal information. Because your identity cannot be confirmed, we cannot act on any instructions received via regular email. We recommend using the Secure Email within the Site for transmitting any sensitive information and or requests. Your User Access Information is confirmed when you login to the Site; therefore, when you send a Secure Message though the Site, any instructions received by you will be acted upon as if you had provided those instructions in person. Do not rely on the Secure Messaging System or email when reporting lost or stolen User

Access Information, credit cards, debit cards, or ATM cards. Do not send transfer or payment requests via email.

2.q. Notices and Disclosures to You. You agree that we may provide notices and Disclosures to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 2.p above (Notices to Us). We reserve the right to charge you a reasonable fee commensurate with the Research Fees described in the applicable Fee Schedule) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

2.r. Text Messages, Calls and/or Email to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us or our Affiliates and agents. You further consent to receiving text messages from us at that number, and/or emails from us for marketing purposes in connection with the Service and consistent with our Privacy Statement. Please review our Privacy Statement for more information.

2.s. Linking of Consumer and Business Accounts. If you use your social security number to enroll to receive the Service your Linked Accounts will include your Consumer Accounts as well as Closely Held Business Accounts which are any Business Accounts that utilize your social security number as a taxpayer identification number. Error resolution procedures and other terms and conditions of the Service are different for Consumer Accounts and Business Accounts. Note also that the guarantees and disclosures made by the Bank applicable only to your Consumer Accounts (provided separately or herein) will not be applicable to any of your Business Accounts. Please review the specific guarantees and disclosures for details.

2.t. Restrictions on Transfers from your Savings and Money Market Accounts. Your ability to transfer funds from or between certain of your Accounts with the Service may be limited as more fully described

in your Account Agreement. Online and mobile transfers are subject to the six (6) per calendar month (or statement cycle of at least four weeks) limitations.

2.u. Privacy. Protecting your privacy is very important to us. Please review our Privacy Statement in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

2.v. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

2.w. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information with which you provide us is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting us as set forth in Section 2.p above (Notices to Us). We are not responsible for any errors or fees incurred if you do not provide accurate contact information.

2.x. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Statement, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation)

any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

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

2.z. Service Termination, Cancellation or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 2.p above (Notices to Us). Any payments or transfers 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.

2.aa. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web

pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may

not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

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

2.cc. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement and to any other applicable disclosures we provide to you and any other applicable written agreements with us relating to the Service(s) in dispute. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement and to any other applicable disclosures we provide to you and any other applicable written agreements with us relating to the Service(s) in dispute. You should review your other agreements with us for any applicable fees, for limitations on the allowable number of transactions and for other restrictions, terms or conditions that might affect your use of the Service.

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

REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

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

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

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

2.hh. Limitation of Liability. UNLESS PROHIBITED BY APPLICABLE LAW THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR

FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN HEREIN WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF $500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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

2.jj. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. The United Nations Convention on Contracts for the

International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

2.kk. Complete Agreement, Severability, Captions and Survival. You agree that this Agreement (together with agreements and disclosures referenced in Section 2.c above (*Relation to Other Agreements*) is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections of this Agreement which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to Customer Support personnel), the terms of the Agreement will prevail.

3. GENERAL TERMS AND CONDITIONS FOR SERVICES INVOLVING EXTERNAL TRANSFERS AND PAYMENTS. Except where otherwise provided with respect to a specific Service, the following general terms and conditions apply to each Service involving transfers and payments other than transfers and payments between Accounts you hold with us (e.g. Loan Payment Service, Bill Pay Service, Account to Account Transfer Service and Zelle Service).

3.a. Key Definitions.

"ACH Network" means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.

“Express Pay Transfer” means a transfer to be completed on the following Business Day.

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

“Standard Transfer” means a transfer that may take up to three (3) Business Days for the funds transfer to be completed.

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

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

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

- Tax payments and court ordered payments

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, misposted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in Section 2.p above (*Notices to Us*) of any violations of the Agreement generally.

3.d. Payment Methods and Amounts. There are limits on the amount of money (or, as applicable in some cases, gift card value) you can send or receive through the Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf though the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic or paper check or draft payment.

3.e. Unauthorized Transfers. You agree to immediately notify us at the telephone number provided in Section 2.p above (*Notices to Us*) if you become aware of an unauthorized Payment Instruction. You acknowledge and agree that time is of the essence in such situations. See also Section 4.b below (*Your Liability for Unauthorized Transfers and Use*) regarding how the timeliness of your notice can impact your liability for unauthorized transfers under certain circumstances.

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

3.g. Failed or Returned Payment Instructions. In using the Service, you are requesting us to attempt to make payments for you from your Eligible Transaction Account. If we are unable to complete the Payment Instruction for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be

completed. In certain circumstances, we will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us. In each such case, you agree that:

- You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if we have delivered the payment but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow us to complete the debit processing.
- For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed by us or our Service Provider;
- You may be assessed a fee by our Service Provider and by us if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us to deduct these amounts from your designated Eligible Transaction Account, including by ACH debit;
- You will reimburse us and our Service Provider for any fees or costs we incur in attempting to collect any amounts from you; and
- We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

3.h. Erroneous Information. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account information or Payment Instructions.

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

4. ADDITIONAL PROVISIONS APPLICABLE ONLY TO CONSUMER ACCOUNTS.

4.a. In Case of Error or Questions About your Electronic Transactions. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 2.p above (*Notices to Us*).

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

1. Tell us your name and account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

4.b. Your Liability for Unauthorized Transfers or Use. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with Customer Support for the Service in the manner set forth in Section 2.p above (*Notices to Us*). If you tell us within two (2) Business Days after you discover your User Access Information been lost or stolen or a Payment Instruction has been made without your permission, your liability is no more than $50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented

the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as $500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

5. ADDITIONAL PROVISIONS APPLICABLE ONLY TO BUSINESS ACCOUNTS. The terms of this Section 5 apply only to Business Accounts.

5.a In Case of Error or Questions About your Electronic Transactions. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 2.p above (Notices to Us). We must hear from you no later than 60 days after we send the first statement on which the problem or error appeared. If we hear from you promptly, we will use commercially reasonable efforts to resolve the error or question.

5.b Primary Administrator, Secondary Administrator, and Authorized Users. You shall identify the Primary Administrator for the Online Business Banking profile. The Primary Administrator must be a signer on the Account. A Primary Administrator can only be changed by written notice provided by an Authorized Principal provided to Bank and shall be effective no later than three (3) Business Days after the Bank's receipt of such written notice.

You shall use prudence in selecting an Administrator(s) and an Administrator shall use prudence in selecting Authorized Users and otherwise performing the Administrative Functions. You shall have total responsibility for supervising and maintaining control over your Administrators and Authorized Users. You hereby acknowledge that Bank is entitled to rely on the authorization information provided by You, and You indemnify and hold Bank harmless from and against all losses arising from the actions of the Administrators and Authorized Users. You acknowledge that, due to the risks associated with unauthorized Account access, You should consider removing individuals as an Administrator and/or Authorized User if you determine that an individual should no longer have access to the Online Business Banking profile.

If You or your Administrators request Administrative Assistance, you shall submit Directives and the Bank may agree to perform the Administrative Assistance, in which case the following provisions apply:

Bank shall implement such Directives or notify You that Bank will not comply with the Directives and provide the reasons therefor via your selected method of contact (phone or email).

You acknowledge that the Bank's performance of Administrative Assistance through the communication of Directives may increase the risk of errors relating to the Online Business Banking profile. You further acknowledge that Bank assumes no responsibility for losses paid, suffered, or incurred by You, and You accept all risk associated with the Directives to Bank. In addition to the liability and indemnification provisions otherwise applicable to this Agreement or the Services, with respect to Administrative Assistance, You will indemnify Bank from and hold Bank harmless against any losses paid, suffered or incurred by it, arising directly or indirectly as a result of or in connection with the Directives and Administrative Assistance reasonably necessary or incidental thereto.

6. TERMS AND CONDITIONS APPLICABLE TO THE INDIVIDUAL SERVICES. In addition to the above content, the following terms and conditions apply to the specific Service indicated.

6.a. Basic Online Banking.

6.a.1. Description of the Service. The Basic Online Banking Service provides general online access to Accounts. With the Basic Online Banking Service you can view Account balances, transaction information, and check images; make internal funds transfers between Accounts ("Internal Transfers"); order checks; and download statement information.

6.a.2. Cutoff Time. An Internal Transfer request entered before 7:00 PM Mountain Time on a Business Day will begin processing that Business Day and an Internal Transfer request received after this cutoff time will begin processing on the next Business Day.

6.b. Basic Mobile Banking.

6.b.1. Description of the Service. The Basic Mobile Banking Service provides general mobile access to Accounts utilizing a mobile device (e.g. tablet or smartphone). With the Basic Mobile Banking Service you can view account balances and transaction information, make Internal Transfers, and find branch and ATM locations.

6.b.2 Cutoff Time. An Internal Transfer request entered before 7:00 PM Mountain Time on a Business Day will begin processing that Business Day and an Internal Transfer request received after this cutoff time will begin processing on the next Business Day.

6.b.3. Participating Wireless Carriers. The Basic Mobile Banking Service is available with the following participating wireless carriers: AT&T, Cincinnati Bell, Cricket, MetroPCS, Nextel/Boost, Sprint, TMobile®, U.S.Cellular®, Verizon Wireless, and Virgin Mobile USA. Mobile Banking message frequency depends on account settings. **Message and data rates may apply.**

6.c. Shared Access.

6.c.1. Description of the Service. The Shared Access Service provides you with the ability to grant some Basic Online Banking Service access (the ability to view Account balances, transaction information, and check images and make Internal Transfers) and Bill Pay Service access to other individuals ("Subusers"). You must be enrolled in the Basic Online Banking Service in order to grant Basic Online Banking Service access and you must be enrolled in the Bill Pay Service to grant Bill Pay Service access.

6.c.2. Grant of Access. You have sole authority and control in sharing access with Subusers, managing and disabling Subusers, and determining Subuser's respective authority. As provided in Section 2.m above (*Access and Security*) you authorize us to act on transaction instructions initiated under the access credentials of an authenticated Subuser, just as if it was initiated under your credentials. When granting Shared Access, you assume total liability for any and all activities of a Subuser with respect to your Accounts, and you agree to hold us harmless in any claim you make against a Subuser for breach of your agreement with said Subuser.

6.d. Alerts.

6.d.1. Description of the Service. The Alerts Service provides you with reminders and notifications ("Alerts") relating to Account transaction activity. You must be enrolled in the Basic Online Banking Service and/or the Basic Mobile Banking Service to receive Alerts via emails and/or text message communication, respectively.

6.d.2. Participating Wireless Carriers. Mobile Alerts are available with the following participating wireless carriers: AT&T, Cincinnati Bell, Cricket, MetroPCS, Nextel/Boost, Sprint, TMobile®, U.S.Cellular®, Verizon Wireless, and Virgin Mobile USA. **Message and data rates may apply.**

6.d.3. Types and Frequency of Alerts. You can select the types and frequency of Alerts you want to receive when you enroll to receive the Alerts Service.

6.d.4. Help and Stopping the Service. At any time, you can text **HELP** to 898342 for help, or text **STOP** to 898342 to cancel the Alerts Service.

6.e. Online Statements.

6.e.1. Description of the Service. The Online Statements Service provides you with the ability to receive electronic account statements online. You must be enrolled in the Basic Online Banking Service in order to receive Online Statements.

6.f. Stop Payment.

6.f.1. Description of the Service. The Stop Payment Service provides you with the ability to stop payment of a paper check issued on an Account online. You must be enrolled in the Basic Online Banking Service in order to receive the Stop Payment Service. You may not utilize Stop Payment Service to stop payment on a cashier's check, certified check or other official institution check you have purchased from the Bank; a check guaranteed by the Bank; or a transfer made through an electronic payment network.

6.f.2. Cutoff Time. A stop payment request entered before 7:00 PM Mountain Time on a Business Day will begin processing that Business Day and stop payment request received after this cutoff time will begin processing on the next Business Day.

6.f.3. Nature of the Request. A stop payment request properly made through the Stop Payment Service constitutes a written stop payment order. You acknowledge that before stopping payment of a check, we may verify that no action has been taken to pay the check and you agree to promptly notify us of the return of the original check.

6.f.4. Ordinary Care. You agree that payment by us of a check through its inadvertence, oversight or mistake shall not constitute failure to exercise ordinary care and we shall not be liable for payment for any reason other than its failure to exercise ordinary care.

6.g. Express Web Connect.

6.g.1. Description of the Service. The Express Web Connect Service provides you with the ability to import transaction information from your Accounts into your Quicken® or Quickbooks® financial management software online. You must be enrolled in the Basic Online Banking Service in order to receive the Express Web Connect Service.

6.g.2. Third Party Software. You acknowledge that we are not responsible for the performance of the financial management software that is licensed to you or communications to us that you initiate through the financial management software.

6.h. Money Management.

6.h.1. Description of the Service. The Money Management Service helps you manage your finances by collecting your account information at other financial institutions and providing you with a consolidated view of your finances. The Money Management Service is offered indirectly through third party software. Users of the Money Management Service must agree to a separate license agreement and will be subject to additional terms and conditions.

6.h.2 Accurate Information. You represent and agree that all information you provide in connection with the Service is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third party sites which you include or access through the Service, and that you have the authority to (i) designate us and our Service Providers as your agent, (ii) use the Service, and (iii) give us and our Service Providers passwords, usernames, and all other information you provide.

6.h.3 Limitations of Service. When using the Money Management Service, you may experience technical or other difficulties. Neither we nor our Service Providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Money Management Service is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our Service Providers reserve the right to change, suspend or discontinue any or all of the Money Management Service at any time without prior notice.

6.h.4. Your Information and Account Data with Us. We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by Service Providers, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by Service Providers, to (a) conduct database marketing and marketing program execution activities; (b) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (c) distribute or license such

aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

6.h.5. Your Information and Account Data with Other Financial Institutions. Our financial management tools allow you to view accounts that you may have outside the Bank (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a Service Provider on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (a) as pertains to the use, function, or performance of the services which you have selected; (b) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (c) for measuring downloads, acceptance, or use of the services you have selected; (d) for the security or protection of the services you have selected; (e) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; and (f) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified herein, we and Service Providers acting on our behalf shall not use or keep any of your personally identifiable information.

6.h.6. Third Party Services. In connection with your use of the Service or any other services provided in connection with it, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

6.h.7. Third Party Website. The Money Management Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Money Management Service or any other services provided in connection with it is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

6.i. Mobile Check Deposit.

6.i.1. Description of the Service. The Mobile Check Deposit Service provides you with the ability to deposit checks utilizing your mobile device. You must be enrolled in the Basic Mobile Banking Service to receive the Mobile Check Deposit Service.

6.i.2. Terms and Conditions of the Service. The terms and conditions specifically applicable to Mobile Check Deposit shall be provided separately.

6.j. Loan Payment.

6.j.1. Key Definitions. The following definitions apply to this Section 6.j:

"External Account" is as defined in Section 2.a. above (Key Definitions) except that it is your account at another financial institution from which you are transferring funds to us to make a payment on your designated Loan Obligation.

"Loan Obligation" is your designated loan (excluding any mortgage loan) Account with us. The term Loan Obligation does not include credit card accounts. See section 6.n for terms applicable to a mortgage loan.

6.j.2. Description of the Service. The Loan Payment Service provides you with the ability to debit your checking account with us or at another financial institution to make a payment on your Loan Obligation. You must be enrolled in the Basic Online Banking Service and/or the Basic Mobile Banking Service to receive the Loan Payment Service.

6.j.3. Cutoff Time. Payment Instructions received by us before 4:00 PM Mountain Time (9:45 PM Mountain Time for a mortgage loan) on a Business Day will begin processing that Business Day and payments received after this cutoff time will begin processing on the next Business Day.

6.j.4. Single or Recurring Payments. The Loan Payment Service provides you with the ability to make single or recurring loan payments for any other Loan Obligation. The Loan Payment Service cannot process a final payment or payoff for any Loan Obligation. Additionally, recurring payments from an External Account will NOT automatically stop when your loan is paid in full. It is your responsibility to cancel any scheduled or recurring external payments. If you do not cancel a recurring payment, additional debits may continue to process even after your loan is closed.

6.j.5. Authorization/Processing of Payments. You acknowledge that by submitting a Payment Instruction you authorize Bank to debit your checking account with us or at another financial institution (the "External Account") and credit your Loan Obligation in the amount indicated. You also authorize us to reverse a payment made to the Loan Obligation if the debit is returned from the External Account for any reason, including but not limited to nonsufficient funds.

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, through no fault of ours, the External Account does not contain sufficient funds to complete the payment or the payment would exceed the credit limit of your overdraft account;
- The Loan Payment Service is not working properly and you know or have been advised by us about the malfunction before you initiate the Payment Instruction;
- You have not provided us with the correct information, including but not limited to the correct Loan Obligation or External Account information; and/or,

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

It is your responsibility to ensure the accuracy of any information that you enter into the Loan Payment Service, and for informing us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a transfer made to the wrong Loan Obligation once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

6.j.6. Payment Cancellation Requests. You may cancel a Payment Instruction for a single loan payment at any time before 4:00 PM Mountain Time (5:00 PM Mountain Time for single payment to mortgage loan Account) on the Business Day on which you have indicated the payment should be initiated (as shown in the Loan Payment Service). You may cancel a Payment Instruction for recurring loan payments at any time before 4:00 PM Mountain Time on the Business Day on which you have indicated your next schedule payment should be initiated (as shown in the Loan Payment Service).

6.j.7 Payment Revocation. If you desire to stop any payment that has already been processed, you must contact Customer Support for the Loan Payment Service at the telephone number provided in Section 2.p above (Notices to Us). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

6.j.8 Rejection of Payment Instruction. If a Payment Instruction is rejected or reversed, that payment will be reversed on the Loan Obligation and you will be responsible for making payment on the Loan Obligation separately.

6.k. Bill Pay.

6.k.1. Key Definitions. The following definitions apply to this Section 6.k:

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Billing Account" is the checking account from which all Bill Pay Service fees will be automatically debited.

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

"Eligible Transaction Account" is as defined in Section 2.a above (*Key Definitions*), except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.

"Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

"Payment Instruction" is as defined in Section 2.a above (*Key Definitions*), and is further defined as the information provided by you to the Bill Pay Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Scheduled Payment" is a payment that has been scheduled through the Bill Pay Service but has not begun processing.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

6.k.2. Description of the Service. The Bill Pay Service provides you with the ability to receive, view and pay bills from the Site. We do not recommend frequent bill payments from savings or money market accounts due to transaction restrictions as described in Section 2.t above (*Restrictions on Transfers from your Savings and Money Market Accounts*). You must be enrolled in the Basic Online Banking Service and/or the Basic Mobile Banking Service to receive the Bill Pay Service. Business Accounts (other than Closely Held Business Accounts) are not eligible for this Service.

6.k.3. Cutoff Time. Payment Instructions entered before 3:00 PM Mountain Time on a Business Day will be recognized on the same Business Day and Payment Instructions entered after this cutoff time will be recognized the next Business Day.

6.k.4. Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Bill Pay Service is offered when you

are scheduling the payment. Therefore, the Bill Pay Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

6.k.5. The Service Guarantee. Due to circumstances beyond the control of the Bill Pay Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Bill Pay Service will bear responsibility for any late payment related charges up to $50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the Section 6.k.4 above (*Payment Scheduling*).

6.k.6. Payment Authorization and Payment Remittance. By providing the Bill Pay Service with names and account information of Billers to whom you wish to direct payments, you authorize the Bill Pay Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Bill Pay Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Pay Service receives a Payment Instruction, you authorize the Bill Pay Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Bill Pay Service to credit your Eligible Transaction Account for payments returned to the Bill Pay Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.

The Bill Pay Service will attempt to make all your payments properly. However, the Bill Pay Service shall incur no liability and any Service Guarantee (as described in Section 6.k.5 above (*The Service Guarantee*)) shall be void if the Bill Pay Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Bill Pay Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- The payment processing center is not working properly and you know or have been advised by the Bill Pay Service about the malfunction before you execute the transaction;
- You have not provided the Bill Pay Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- Circumstances beyond control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Pay Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Bill Pay Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Bill Pay Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

6.k.7. Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Bill Pay Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Bill Pay Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

6.k.8. Stop Payment Requests. The Bill Pay Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Bill Pay Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Support for the Bill Pay Service at the telephone number provided in Section 2.p above (*Notices to Us*). Although the Bill Pay Service will attempt to accommodate your request, the Bill Pay Service will have no liability for failing to do so. The Bill Pay Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

6.k.9. Exception Payments Requests. Exception Payments may be scheduled through the Bill Pay Service; however Exception Payments are discouraged and must be scheduled at your own risk. In

no event shall the Bill Pay Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section 6.k.5 above (*The Service Guarantee*)) as it applies to any late payment related charges is void when Exception Payments are scheduled and/or processed by the Bill Pay Service. The Bill Pay Service has no obligation to research or resolve any claim resulting from an Exception Payment; all research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Bill Pay Service.

6.k.10. Bill Delivery and Presentment. The Bill Pay Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Bill Pay Service's electronic bill options, you also agree to the following:

- Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Bill Pay Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Bill Pay Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Bill Pay Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Bill Pay Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Bill Pay Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
- Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
- Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Bill Pay Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.

- Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses that are held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
- Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- Cancellation of electronic bill notification. The electronic Biller 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 Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(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.
- Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller 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 Biller directly.

- Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

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

6.k.11. Disclosure of Account Information to Third Parties. It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Statement (as further described in Section 2.u. above (*Privacy*), in addition to the circumstances set forth in Section 2.x above (*Information Authorization*):

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

6.k.12. Biller Limitation. The Bill Pay Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Bill Pay Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment as set forth in Section 3.c above (*Prohibited Payments*) or an Exception Payment under this Agreement.

6.k.13. Returned Payments. In using the Bill Pay Service, you understand that Billers and/or the United States Postal Service may return payments to the Bill Pay Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Bill Pay Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Bill Pay Service.

6.k.14. Information Authorization. In addition to Section 2.x above (*Information Authorization*), you agree that the Bill Pay Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

6.l. Account to Account Transfers.

6.l.1. Key Definitions. The following definitions apply to this Section 6.l.

"Eligible Transaction Account" is as defined in Section 2.a above (*Key Definitions*), except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is as defined in Section 2.a. above (*Key Definitions*), except that it is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

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

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 2.a above (*Key Definitions*)) that you provide to the Account to Account Transfer Service for a transfer of funds.

6.l.2. Description of the Service. The Account to Account Transfer Service provides you with the ability to transfer funds between Eligible Transaction Accounts that you maintain with us and your accounts that are maintained by other financial institutions. You must be enrolled in the Basic Online Banking Service and/or the Basic Mobile Banking Service to receive the Account to Account Transfer Service. Business Accounts (other than Closely Held Business Accounts) are not eligible for this Service.

6.l.3. Cutoff Time. Transfer Instructions entered before 11:00 PM Mountain Time (for Standard Transfers) and 5:00 PM Mountain Time (for Express Pay Transfers) on a Business Day will begin processing on that Business Day and Transfer Instructions that are entered after these cutoff times will begin processing on the next Business Day. Whether a transfer designated as an Express Pay Transfer occurs as an Express Pay Transfer is also dependent upon the receiving bank's processes.

6.1.4. Processing of Transfers. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Transfer Account as described below in Section 6.1.8 below (*Service Fees and Additional Charges*); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Transfer Account as described below in Section 6.1.8 below (*Service Fees and Additional Charges*). You also authorize us to reverse a transfer from the applicable Transfer Account if the debit is returned from the other Transfer Account in the transaction for any reason, including but not limited to nonsufficient funds.

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

- If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
- The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- The transfer is refused as described in Section 6.1.9 below (*Refused Transfers*);
- You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
- Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

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

6.1.5. Transfer Methods and Amounts. Section 3.d above (*Payment Methods and Amounts*) applies to the Account to Account Transfer Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Transfer Account.

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

6.1.7. Stop Payment Requests. If you desire to stop any transfer that has already been processed, you must contact Customer Support for the Account to Account Transfer Service at the telephone number provided in Section 2.p above (*Notices to Us*). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

6.1.8. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be charged against the Transfer Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Transfer Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 3.g above (*Failed or Returned Payment Instructions*) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 3.g above (*Failed or Returned Payment Instructions*) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

6.1.9. Refused Transfers. We reserve the right to refuse any transfer. We will notify you promptly if we decide to refuse to transfer funds. This notification is not required if you attempt to make a transfer that is not allowed under this Agreement.

6.l.10. Returned Transfers. In using the Account to Account Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Transfer Account or void the transfer and credit your Transfer Account from which you attempted to transfer funds. You may receive notification from us.

6.m. Zelle.

6.m.1. Key Definitions. The following definitions apply to this Section 6.m.

"Zelle Request" means functionality that, if provided to you, allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Popmoney Service.

"Receiver" is a person or business entity that is sent a Payment Instruction through the Zelle Service.

"Requestor" is a person that requests an individual to initiate a Payment Instruction through the Zelle Service.

"Sender" is a person or business entity that sends a Payment Instruction through the Zelle Service.

6.m.2. Description of the Service. We have partnered with the Zelle Network® ("Zelle®") to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers ("Zelle® Payment Service," as further described below). 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 Financial Institution. THE ZELLE® PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE® PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. The term "Zelle® and Other Payment Terms" means these Zelle® and Other Payment Services Additional Terms. Use of the Zelle Network and Payment Service is governed by the Zelle General Terms and this Agreement.

a. In addition to the Zelle® Payment Service, we provide other payment services under these Terms of Service. First, these additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the

Receiver; such transactions are not sent via Zelle®. Second, outside Zelle®, we allow you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one (1) year. Third, outside Zelle®, we enable you to establish a recurring series of payments to a payment recipient for which processing shall be initiated on dates you specify. These three payment services and any other payment services that we provide under these Zelle® and Other Payment Terms are referred to as "Other Payment Services" in these Zelle® and Other Payment Terms. Although future-dated payments and recurring payments are outside Zelle®, we may ultimately send those transactions via Zelle® when the applicable date of payment arrives, in which case the applicable payment transaction is part of the Zelle® Payment Service, not the Other Payment Services. The term "Zelle® and Other Payment Services" means the Zelle® Payment Service and the Other Payment Services.

b. The Zelle® and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Site, such as the Zelle® mobile handset application ("Zelle® Standalone Locations") and if you choose to initiate or receive a payment at a Zelle® Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Zelle® Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle® and Other Payment Services are generally available 24 hours, 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, excluding US financial institution holidays.

c. The Zelle® Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle® Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle® and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle® and Other Payments unless the applicable transaction is transmitted through the

ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

6.m.3. Settlement Cutoff Time.

The cut-off time to initiate a payment for Standard (Next Day) and Standard (3-Day) is 10PM PT. Instant payments do not have a cutoff time since those payments are authorized immediately.

6.m.4. Payment Authorization and Payment Remittance.

a. Section 12 of the Zelle General Terms does not apply to the Zelle® Payment Service. When you enroll to use the Zelle® Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle® Payment 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. In addition to the restrictions set forth in Section 13 of the Zelle General Terms, you agree that you will not use the Zelle® and Other Payment Services 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 Zelle® and Other Payment Services to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Zelle® Payment Service or share your credentials with a third party to use the Zelle® Payment Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

b. This Section 2(b) does not apply to the Zelle® Small Business Service (to the extent made available by us). The Zelle® and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle® and Other Payment Services 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 Zelle® and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle® Payment Service if we believe that you are using the Zelle® Payment Service for business or commercial purposes, or for any unlawful purpose.

c. 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 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. 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 Payments." If at any time while you are enrolled, you do not send or receive money using the Zelle® Payment Service for a period of 18 consecutive months, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle® Payment Service until you enroll again. 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®.

d. When you enroll with Zelle®, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. By providing us with names and mobile telephone numbers and/or email addresses of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle® Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

e. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including, but not limited to, those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.

f. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

g. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
2. The Zelle® and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
3. The payment is refused as described in Section 6 of the Zelle® and Other Payment Terms below;
4. You have not provided us with the correct information, including, but not limited to, the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.

It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle® and Other Payment Services (including, but not limited to, the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

6.m.5. Sending Payments.

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 the Zelle® and Other Payment Services 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 or another Network Financial Institution 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. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in Zelle®. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver not enrolling in Zelle®. For the Zelle® Payment Service, you may only

cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle® Payment Service. As to the Zelle® Payment Service, if the person you sent money to has already enrolled with Zelle®, either in the Zelle® Standalone Locations or with a Network Financial Institution, then the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. Cancellation is addressed more generally in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments) below. You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via Zelle®. Via the Other Payment Services, you may also initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (b) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.

a. Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver does not bank at a Network Financial Institution and has not yet enrolled in Zelle®, then the Zelle® Payment Service will contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a Zelle® Standalone Location and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in Zelle®, then the Zelle® Payment Service will contact the Receiver regarding enrollment in Zelle® and receipt of payment. If the Receiver has already enrolled in Zelle®, then the Receiver will receive a message regarding your payment.

b. Via the Other Payment Services, we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via Zelle®. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 22 of the Zelle General Terms (Errors, Questions, and Complaints).

c. In most cases, when you are sending money to another User using the Zelle® Payment Service, 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 Financial Institutions, 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 via a Zelle® Standalone Location or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling 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 Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.

d. For the Other Payment Services and those Zelle® Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. As part of the Other Payment Services, if you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver’s Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver’s Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in Zelle®. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.
   As to Recipients who have not yet enrolled with Zelle®, you acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

6.m.6. Receiving Payments.

a. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Zelle® Payment Service, you have no ability to stop the transfer. Other Payment Service payments may be cancelled by the Sender as set forth in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments) below. By using the Zelle® Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle® Payment Request, if applicable) using the Zelle® Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle® Payment Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle® Payment Service or at a Zelle® Standalone Location. 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.

b. For the Zelle® Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, 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). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle® Payment Requests, from others through the Zelle® Payment Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

6.m.7. Requesting Payments.

You may request money from another User through a Zelle® Payment Request. 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 Zelle® Payment Request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you 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.

In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle® Payment 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 indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any Zelle® Payment Request that you send that is related to overdue or delinquent amounts. You agree to receive Zelle® Payment Requests from other Users, and to only send Zelle® Payment Requests for legitimate and lawful purposes. Zelle® Payment Requests are solely between the Requestor 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 Requestor. We reserve the right, but assume no obligation, to terminate your ability to send Zelle® Payment Requests in general, or to specific recipients, if we deem such Zelle® Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a Zelle® Payment Request using the Zelle® Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be

charged if you as the Requestor do not receive any payments from the individuals to whom the Zelle® Payment Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Zelle® Payment Request may not receive, or otherwise may reject or ignore, your Zelle® Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a Zelle® Payment Request.

Zelle® Small Business Service Users may not send Zelle® Payment Requests to Users enrolled with Zelle® through Zelle® Standalone Locations.

6.m.8. Payment Cancellation, Stop Payment Requests and Refused Payments.

This Section only applies to the Other Payment Services and those Zelle® Payment Services transactions that can be cancelled in the limited circumstances set forth in Section 3(a) (Sending Payments) above. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in Zelle® will be automatically cancelled fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

6.m.9. 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, Zelle® tag 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, Zelle® tag and/or other alias to send or receive money as described in these Zelle® and Other Payment Terms. 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

Financial Institutions or their agents regarding the Zelle® and Other Payment Services or related transfers between Network Financial Institutions 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, as message and data rates may apply.

b. You will immediately notify us if any email address or mobile 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 767666. For help or information regarding text messaging, send HELP to 767666 or contact our customer service at 855–342–3400. You expressly consent to receipt of a text message to confirm your "STOP" request.

f. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.

g. Your phone service provider is not the provider of the Zelle® and Other Payment Services. Users of the Zelle® Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

6.m.10. Refused Payments. We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

6.m.11. Returned Payments. In using the Zelle Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. only if the Receiver is not enrolled in Zelle®. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle® Payment Service.

6.n. Mortgage.

6.n.1. Key Definitions. The following definitions apply to this Section 6.n:

"External Account" is as defined in Section 2.a. above (Key Definitions) except that it is your account at another financial institution from which you are transferring funds to us to make a payment on your designated mortgage loan Account.

6.n.2. Description of the Service. Mortgage provides you with tools to manage your consumer mortgage, including the ability to view loan information; to make one-time payments or to authorize recurring payments; to set up electronic statements; to send secure messages to the Bank's mortgage servicing team; to use calculator tools; and to update your contact information. You must be enrolled in the Basic Online Banking Service and/or the Basic Mobile Banking Service to receive Mortgage. Mortgage is hosted on a platform provided by a third party (the "Third Party Host").

6.n.3. Disclosure of Information to Third Party Host. It is our general policy to treat your personal and account information as confidential. However, we may disclose information to the Third Party Host about you and your mortgage loan account, including transactions made with respect to your mortgage loan account, where it is necessary for the Third Party Host to use such information to assist with the provision of Mortgage. We will provide information to the Third Party Host in a manner consistent with our Privacy Statement (as further described in Section 2.u. above (Privacy).

6.n.4. Cutoff Time. Payment Instructions received by 9:45 PM Mountain Time on a Business Day will begin processing that Business Day and payments received after this cutoff time will begin processing on the next Business Day.

6.n.5. Single or Recurring Payments. Mortgage provides you with the ability to make single or recurring loan payments for your mortgage loan Account. Mortgage cannot process a final payment or payoff for your mortgage loan Account.

6.n.6. Authorization/Processing of Payments. You acknowledge that by submitting a Payment Instruction you authorize the Bank to debit your checking account with us or an External Account and credit your mortgage loan Account in the amount indicated. You also authorize us to reverse a payment made to your mortgage loan Account if the debit is returned from the External Account for any reason, including but not limited to nonsufficient funds.

Neither we, nor the Third Party Host, shall incur liability because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, the External Account does not contain sufficient funds to complete the payment or the payment would exceed the credit limit of your overdraft account;
- Mortgage is not working properly or is experiencing technical or other difficulties, and you know or have been advised by us about the malfunction before you initiate the Payment Instruction;
- You have not provided us with correct information, including but not limited to the correct mortgage loan Account or External Account information; and/or
- Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer from your External Account and we have taken reasonable precautions to avoid those circumstances.

It is your responsibility to ensure the accuracy of any information that you enter into Mortgage, and for informing us as soon as possible if you become aware that this information is inaccurate. You agree not to misrepresent your identity or mortgage account information. You agree to keep your personal and mortgage loan account information secure, up to date and accurate. We will make a reasonable effort to stop or recover a transfer made to the wrong mortgage loan Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

Please note that information displayed or provided as part of Mortgage may not reflect your most recent transactions.

6.n.7. Payment Cancellation Requests. You may cancel a Payment Instruction for a single loan payment at any time before 5:00 PM Mountain Time for single payment on the Business Day on which you have indicated the payment should be initiated (as shown in Mortgage). You may cancel a Payment Instruction for recurring loan payments at any time three (3) Business Days prior to the

date on which you have indicated your next schedule payment should be initiated (as shown in Mortgage).

6.n.8. Secure Email. Mortgage provides a secure email system to you. Please use the secure email system to communicate with the Bank's mortgage servicing team. Do not send payment requests via the secure email system.

6.n.9 Payment Revocation. If you desire to stop any payment that has already been processed, you must contact Customer Support for Mortgage at the telephone number provided in Section 2.p above (Notices to Us). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

6.n.10 Rejection of Payment Instruction. If a Payment Instruction is rejected or reversed, that payment will be reversed on your mortgage loan Account and you will be responsible for making payment on your mortgage loan Account separately.