



DIGITAL BANKING SERVICES AGREEMENT

This Digital Banking Services Agreement between you and Old National Bank governs your use of the content, products and services offered through our online and mobile banking platforms for personal and small business customers (collectively, the "Services"). "Customer," "you" or "your" refers to the owner of an Account and anyone that accesses or uses the Services on their behalf. Old National Bank is referred to herein as "Bank," "us," "we" and "our." "Online Banking" refers to the Bank's website through which you can access the Services and "Mobile Banking" refers to the Bank's mobile application through which you can access the Services. Online Banking and Mobile Banking are each deemed "Services" hereunder. In order to activate the Services, you must have an eligible deposit account, loan, or other product with Old National Bank (each, an "Account"). By enrolling in Online Banking, you warrant that you are eighteen (18) years of age or older and are authorized to enter into this Agreement and to access the Account through the Services.

Your use of the Services is governed by this Digital Banking Services Agreement and any other terms and conditions we provide to you in connection with the Services (collectively, the "Agreement"); our Deposit Account Agreement and Disclosure – Personal Accounts if your Account is a personal deposit Account and our Deposit Account Agreement and Disclosure – Business Accounts if your Account is a business deposit Account, each as they may be amended from time to time (the "Account Agreement"); and any loan or credit agreement for your Account, if applicable ("Loan Agreement"). To the extent that there is a conflict between this Agreement and the Account Agreement, the terms of this Agreement will control. To the extent there is any conflict between this Agreement and any Loan Agreement, this Agreement will control with respect to your use of the Services and your Loan Agreement will control with respect to transactions on that loan or credit Account. When you use the Services or authorize others to do so on your behalf, you agree to the terms and conditions of this Agreement. Capitalized terms not defined in this Agreement have the meaning provided in the Account Agreement.

ARBITRATION DISCLOSURE: This Agreement contains an arbitration provision under which you and Old National agree that any dispute under this Agreement or related to your use of the Services or our relationship with you will be resolved in binding arbitration, and that you will not have the right to a jury trial or to resolve the dispute in court.

Section 1. Access to Services. Some of the Services are automatically available once you activate Online Banking, while other Services have a separate enrollment process before they will be available for use. When you use or enroll in a Service, this is your authorization for Bank to provide the Service to you in accordance with the terms of this Agreement, including any separate terms we provide to you regarding such Service (which, for the avoidance of doubt, are part of this Agreement). You may generally access the Services twenty-four (24) hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating the software, or in the event of an emergency. In addition, access to the Services may be slower at times due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties you may have in accessing the Services or any features or modules within the Services. If the Services become unavailable for any period of time, you should promptly notify us and you will be responsible for carrying out your banking activities through alternative delivery channels.

Section 2. Device and Equipment Requirements. In order to use the Services, you will need a compatible personal computer or another Internet-enabled device, including a mobile device (each, a "Device"), that meets Bank's minimum requirements, as they may be updated from time to time. You are solely responsible for the maintenance and operation of your Device and the installation of all software, hardware or other equipment needed for you to access and use the Services, including an Internet service provider, current web browsers, and reputable anti-virus and Internet security software (collectively, "Equipment"). You are solely responsible for any errors, malfunctions, deletions, failures, virus, or other problems with the Equipment and for the information transmitted and received through the Equipment. You acknowledge that there are certain risks associated with using an open network like the Internet, such as security, corruption, availability, and transmission error risks, and you expressly assume such risks by using the Services, including the risk that you do not operate your Device properly. Your data could be lost or destroyed in the event of a system failure or interruption, and you are responsible for verifying the accuracy and completeness of any transactions affected by such system failure or interruption through means other than the Services.

Section 3. Credentials. You will be required to use certain security codes or credentials, which may include a login ID, password, PIN, or other authentication code (collectively, "Credentials") to access the Services. You agree that we are

authorized to act on any transactions and instructions received using your Credentials, and you agree that the use of your Credentials will have the same effect as your signature authorizing the transaction or instruction. You are responsible for maintaining the security of your Credentials. When you disclose your Credentials to another person or entity, including any data aggregation service provider, you are responsible for any activity or transactions performed on your Account by such person or entity and for any use of your personal information and Account information by such person or entity. The loss, theft, or unauthorized use of your Credentials could cause you to lose some or all of the money in your Account. In order to protect against the risk that your Credentials will be lost or stolen or fraud may occur, you should adhere to the following guidelines:

- Do not give out your Account information or Credentials;
- Do not leave your Device unattended while you are logged in to Online Banking or Mobile Banking;
- Do not allow your Internet browser to store your Credentials;
- Never leave your Account information within range where it can be accessed by others;
- Do not send any sensitive Account information such as your Account number or Credentials using any public or general e-mail system;
- Create a strong password for your Credentials by avoiding familiar names or personal information, using upper and lower case letters, numbers, and characters; and
- Log out of Online Banking or Mobile Banking and close your browser completely after each session.

You agree to notify the Bank immediately by phone at 1-800-731-2265 if the confidentiality or security of any Credentials is breached or threatened or if you believe someone has used the Services without your permission, followed by written notice to the Bank. We will have no liability to you for any unauthorized transactions made using your Credentials that occurs before you have notified us and we have had a reasonable opportunity to act on that notice, except as otherwise provided in Section 14, "Unauthorized Transactions." You agree to cooperate with us in connection with our incident response investigation in a timely manner and to provide any information requested by us promptly following our request.

Section 4. Security Procedures. The terms of this Section apply to business customers. You agree to use the Services in accordance with the terms of this Agreement and any security procedures (including the Credentials) offered by Bank in connection with the Services. The security procedures are designed to verify the origin and authenticity of transactions and are not designed to detect errors in any transaction initiated through the Services. You acknowledge that the security procedures offered by Bank are commercially reasonable and suitable for you with respect to your intended use of the Services, including the size, type, and frequency of your transactions. Any transactions communicated to Bank in your name in compliance with the security procedures, and all access to and use of the Services using the security procedures assigned to you, are considered authorized by you, whether or not authorized, and you shall be bound by the same in accordance with Applicable Law and the terms of this Agreement.

You agree to maintain the complete security and confidentiality of the security procedures, and to implement prudent internal security practices to control access to and use of the security procedures. You acknowledge that your failure to safeguard the security procedures may enable unauthorized access to the Services, the Accounts and your data. If you choose to communicate any transactions to us in a manner that varies from the security procedures, then you agree to be bound by and pay for such transactions, whether or not authorized, when accepted by us in good faith, and you will be deemed to have refused the security procedures that Bank offers and recommends as commercially reasonable. However, we have no obligation to accept any transactions that are not communicated in compliance with the security procedures, and we shall not be responsible for our refusal to act upon any transactions received which do not comply with the security procedures

Section 5. Fees and Charges. You agree to pay any and all fees for the Services, as they may be updated or changed from time to time. Fees for a particular Service, if any, will be disclosed when you enroll in or access that Service or in such manner as determined by Bank. We may deduct these fees from any of your Accounts with us, even if that makes your balance negative. In addition, you are responsible for any service charges imposed by your Internet service provider, wireless carrier, and any other associated charges that you may incur in connection with your use of the Services, including messaging rates that apply to SMS usage and data charges that may apply to downloadable content. Such service charges are not Bank fees and you acknowledge that Bank has no control over how they are incurred or charged.

Section 6. Changes to the Agreement and Services. We may change the terms of this Agreement, including adding, modifying, or removing any Services or features and changing the fees for the Services, at any time in our sole discretion. We reserve the right not to provide prior notice of any such change unless required by Applicable Law. We will communicate such changes in any manner deemed acceptable by the Bank, including by posting the updated Agreement or Service terms on our website, and you agree that your access to the website will be sufficient notice thereof. If you continue to use the Services after the effective date of any change, your continued use will constitute your acceptance of and agreement to such change.

Section 7. Intellectual Property, License. The Services and all content, pages, screens, information, offers, trademarks, service marks, logos, slogans, and any other intellectual property relating to Online Banking and Mobile Banking are copyrighted by or licensed by Bank and the unauthorized use, reproduction, linking or distribution of any portion is strictly prohibited. We grant to you, for your personal use only, a non-exclusive, limited, and revocable right to access and use the Services. You agree not to use the Services for any other purpose, including commercial purposes such as co-branding, linking, or reselling, without our prior written consent. Bank and its licensors retain all rights, title, and interest in and to the Services. We make no representation or warranty that the Services are available or appropriate for use in countries other than the United States, and

you are responsible for complying with all laws (including foreign and domestic laws requiring governmental consent) applicable to where you use the Services.

Section 8. Third-Party Content. You may be able to link to websites or access content provided or hosted by third parties, such as financial market data, quotes, news, research, and other information, through the Services (collectively, "Third-Party Content"). We do not endorse, recommend, or make any representations regarding Third-Party Content, including the accuracy, completeness, reliability, or suitability thereof for any particular purpose, and we are not in any way responsible for any decision you make or action you take in reliance on any Third-Party Content. In addition, you should be aware that the website or link through which Third-Party Content is accessed may provide less security than the Bank's Services and have a different privacy policy, which you should review to understand how your information may be collected and used. Your access, use and reliance upon any Third-Party Content is at your own risk.

Section 9. Notices; Changes in Contact Information. You agree that Bank may send notices or other communications related to the Services or this Agreement to you electronically, including by email, by sending a secure message or posting a message within Online Banking or Mobile Banking, by SMS text message (if you have not opted-out), or by any other electronic method as we select. In certain circumstances we may elect to send notice to you by mail. Any notice we send you will be effective, and deemed delivered to you, when sent electronically, posted within Online Banking or Mobile Banking, mailed, or otherwise made available to you. We are not responsible for notices or other communications that are lost, delayed, or corrupted in transit. It is your responsibility to provide us with your current contact information, including your email address. We are entitled to rely on the contact information we have for you in our records unless and until you notify us that it has changed and we have had a reasonable opportunity to update our records accordingly. You can update your contact information by contacting our Client Care Center at 1-800-731-2265, visiting a branch location, or using the self-service options within Online Banking or Mobile Banking.

You may contact us electronically through our secure messaging system or by phone if you have questions or need to report issues regarding the Services. Regular email may not be a secure method of communication therefore we do not recommend you contact us by regular email with any sensitive information. In situations where you are required to provide notice to the Bank under this Agreement, such as notice of termination, you agree to send notice to the Bank in writing by United States registered or certified mail, postage prepaid, or by express carrier, to Old National Bank, P.O. Box 419, Evansville, Indiana 47703-9990 and such notice will be deemed given upon Bank's receipt. Bank may designate a different address for notices by informing you of such change as described above.

Section 10. Termination. We reserve the right to terminate this Agreement or to suspend or terminate any or all Services at any time in our sole discretion, with or without prior notice. If you wish to terminate any or all of the Services, you must notify us in writing. Such termination notice must include your name, address, and which Service(s) you are terminating. You understand that once a Service is terminated, any scheduled transactions will be cancelled and will not be processed; provided, that Bank is authorized to continue providing the Services, including processing any scheduled transactions and charging any applicable fees, until we have received your termination notice and had a reasonable opportunity to act upon it.

Section 11. Disclaimer of Warranties. YOU AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THIRD-PARTY CONTENT) IS AT YOUR OWN RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (D) THAT ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

Section 12. Limitation of Liability. In addition to any limits on our liability under the Account Agreement and any Loan Agreement, you agree that we and our affiliates, officers, directors, employees, agents, service providers and licensors will not be liable for any losses, claims, liabilities, damages, obligations, demands, charges, expenses, and/or costs (including reasonable attorney's fees) (collectively, "Losses") arising from or in connection with: (a) any unavailability of the Services, including any expenses you may incur as a result of using alternate means to access your Account or initiate transactions, or (b) circumstances beyond our reasonable control, including any errors, failures, malfunctions or other issues with your Equipment or Device, such as any virus, lack of connectivity or Internet access, incompatibility of any hardware or software used to access the Services, malfunction or failure of any equipment or communication lines, telephone or other interconnect problems, or problems or delays with Internet service providers or wireless carriers. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, GOODWILL, USE OR DATA, REGARDLESS OF THE CLAIM OR FORM OF ACTION AND EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF, OR COULD REASONABLY FORESEE, SUCH DAMAGES OR LOSSES. Your obligations under this Section will survive termination of the Agreement. Without regard to care or lack of care by you or us, you agree that any claim, legal action or proceeding against us regarding the Services or this Agreement must be brought within one (1) year from the date that the event giving rise to the claim first occurred.

Section 13. Indemnification. In addition to your indemnification obligations under the Account Agreement and any Loan Agreement, you agree to indemnify and hold us and our affiliates, officers, directors, employees, agents, service providers and licensors harmless from and against any Losses that we may incur in connection with: (a) use of the Services by you or any person using your Credentials; (b) any third-party claim related to your use of the Services, including any allegation of infringement, misuse, misappropriation or unauthorized disclosure based on information, data, files or other content or materials you submit to us; (c) your violation of this Agreement, Applicable Law, or the rights of any third party; (d) any stop payment request; or (e) your provision to us of a telephone or mobile phone number, email address or other contact information that is not your own. Your obligations under this Section will survive termination of this Agreement.

Section 14. Electronic Funds Transfers. When you use the Services to make electronic funds transfers to or from your personal deposit Account, such as with Online Bill Pay, Zelle, or Account-to-Account Transfers, the following terms apply:

(a) Consumer Liability. Contact us AT ONCE if you believe your Credentials have been lost or stolen. During business hours, please call us at 1-800-731-2265. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account plus your maximum overdraft line of credit, if applicable. If you tell us within two (2) Business Days after you learn of the loss or theft of your Credentials, you can lose no more than \$50 if someone used your Credentials without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Credentials, and we can prove that we could have stopped someone from using your Credentials without your permission if you had told us, you could lose as much as \$500.

Also, if your Account statement shows transfers that you did not make, including those made using your Credentials, tell us at once. If you do not tell us within sixty (60) days after the statement was provided or made available to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

(b) Resolving Errors or Problems. If you think your deposit Account statement is wrong or if you need more information about a transfer listed on the statement, contact us by telephone at 1-800-731-2265 or write us at Old National Bank, P.O. Box 419, Evansville, Indiana 47703-9990 as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When you contact us, our representative will need to know the following information:

- your name and Account number;
- a description of the error or the transfer you are unsure about, and an explanation of why you believe it is an error or why you need more information; and
- the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (or 90 days if related to new Accounts, point-of-sale or foreign-initiated transactions) to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

(c) Our Liability for Failing to Complete a Transfer. If we do not complete a transfer to or from your Account on time or in the correct amount as required by this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money available in your Account (including any applicable Overdraft credit line limit) to make the transfer;
- If the Service you are using was not working properly (such as an outage or blackout period due to scheduled maintenance) and you knew about the issue when you started the transfer;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- If a transfer is not completed due to systems or communications failure;
- If access to the Account is restricted due to its involvement in legal proceedings or by other claims or actions;
- If there is an allegation of fraudulent activity concerning your Account; or
- If other Bank agreements, terms or disclosures so provide.

Section 15. Sufficient Funds or Credit; Transaction Limits. You agree to maintain sufficient available funds or credit, as applicable, in your Accounts to pay for all transactions you initiate through the Services, including fees and any other expenses

payable to Bank. We reserve the right, without notice to you, to cancel or reject any transaction if the applicable Account does not have sufficient available funds or credit. We may also impose limits on the volume, dollar amount, or types of transactions that you can initiate through the Services and you agree not to exceed any such transaction limitations. Transaction limits will be communicated to you in any manner deemed acceptable by Bank or as otherwise required by Applicable Law.

Section 16. Records. You acknowledge that information provided through the Services is provided “as is,” changes frequently, and is subject to updating, verification and correction. The Services are provided for your convenience only and do not replace your Account statements, which are the official record of your Accounts. We will not be liable for any errors or omissions in the information provided through the Services and expressly disclaim any responsibility to update any information provided through the Services.

Section 17. Information Recording. When you use the Services to conduct transactions, you understand that the information and communications you transmit will be recorded and you consent to such recording. You agree that we may record any telephone conversation you have with Bank regarding the Services and/or your Account for the purpose of documenting your instructions or for our own training purposes. However, we are not obligated to do so and may choose not to record such conversations in our sole discretion.

Section 18. Privacy Policy; Confidentiality. The most recent versions of our Privacy Policy and Online Privacy Statement, each as they may be amended from time to time, are available at <https://www.oldnational.com/agreements-disclosures>. Please note that our Privacy Policy only applies to consumers, so it will not apply with respect to business Accounts. You agree that we may collect, use and share information about you, your Account and your use of the Services in accordance with our Privacy Policy and Online Privacy Statement, to provide the Services you have requested and to maintain the Services, and as otherwise permitted by Applicable Law. We may disclose information to third parties about your Account or the electronic funds transfers you make through the Services:

- Where it is necessary for completing or tracing a transfer, or resolving errors or claims;
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- To comply with government agency demands or court orders;
- In order to comply with Applicable Laws, network rules, or the terms and conditions of third-party service providers;
- If you give us written permission; or
- As permitted by the Agreement and our Privacy Policy.

Section 19. Business Days. The Services are generally available twenty-four (24) hours a day, seven (7) days a week; however, we only process transactions and update information on Business Days. Our “Business Days” are Monday through Friday, excluding federal holidays. Any transaction or instruction received by Bank on a non-Business Day, or after the applicable cutoff time on a Business Day, will be treated as received on the next Business Day. The cutoff times for the Services may change from time to time.

Section 20. Assignment; Use of Service Providers. You may not assign this Agreement to any other party. Bank may assign this Agreement to any company affiliated, directly or indirectly, with Bank. Bank may also assign or delegate certain of its rights and responsibilities under the Agreement to independent contractors or third parties. Bank’s use of a third-party service provider or vendor in connection with the Services does not relieve Bank of its obligations under this Agreement, and Bank will be responsible for the aspects of the Services performed by its service providers or vendors to the same extent as if Bank had performed or failed to perform the Services. You agree not to bring a claim or any form of legal action against any Bank service provider or vendor and acknowledges that any such claims should be brought only against Bank.

Section 21. Governing Law; Dispute Resolution. This Agreement and any claims or disputes relating to or arising out of this Agreement or the Services shall be exclusively governed by, and construed in accordance with, federal laws and regulations and the laws of the State of Indiana, without regard to Indiana’s conflict of law principles. If you have a dispute with us that cannot be resolved informally, you and we agree that it will be resolved by the arbitration process described in Section 26 below.

Section 22. Online Banking Services, Features. The following features and Services are available through Online Banking, as they may be changed or removed and new capabilities added from time to time. You may need to separately enroll in some Services that may be available now or in the future. All of the Services are governed by this Agreement, and some Services have additional terms and conditions that will be provided when you enroll.

(a) **Balance Reporting.** You may use the Services to request and receive Account information about one or more specified Accounts. This includes Account balance information, the status and description or any or all items, debits, credits or charges to the Account, the Account history, and all other information about activity associated with the Account.

(b) **Funds Transfers.** You may use the Services to transfer funds between your eligible Accounts. When you request a transfer, you authorize us to transfer funds according to your instructions and you agree to pay any applicable transaction fees. You agree to have sufficient available funds or available credit, as applicable, in your designated Account on the transfer date. Your ability to make transfers is subject to any applicable transaction limits on your Accounts and any other limits we impose for transfers through the Services. We reserve the right to reject any transfer request in our sole discretion for failure to

comply with such limits or any other applicable requirements for the Services or your Accounts. You can check the status of any transfer through the Services; we are not obligated to separately notify you if any transfer is rejected or cannot be processed for any reason. When you request a transfer on a Business Day prior to the cutoff time, the transfer will be processed that day. When you request a transfer after the cutoff time or on a non-Business Day, the transfer will be processed the next Business Day. Each transfer made from a loan or credit Account is treated as a cash advance and is subject to terms of the applicable Loan Agreement.

(c) Electronic Statements (“eStatements”). You may use the Services to receive eStatements for your eligible Accounts through the Services, which will allow you to view your current and past Account statements for all of your eligible Accounts through Online Banking. We will no longer send your Account statements in the mail if you are receiving eStatements. The same terms apply with respect to eStatements as for statements delivered in paper form, and the Account Agreement remains in effect, including your obligation to review your statements and promptly report any errors or discrepancies to Bank. The frequency of statement delivery is the same for both eStatements and paper statements and depends on the Account type. You may change your statement delivery elections at any time through the Services; provided, that your elections may not take effect until your next statement period.

(d) Stop Payment Requests. You can request to stop payment on checks written on your Accounts through Online Banking. Stop payment requests submitted through Online Banking are subject to the terms of the Account Agreement, including applicable fees. You agree that the stop payment fee will be automatically debited from the designated Account. Stop payment requests on electronic funds transfers cannot be submitted through Online Banking, and different terms apply based on whether the Account is a personal Account or a Business account, as described below.

(i) *For personal deposit Accounts*: If you have told us in advance to make regular electronic funds transfers from your Account, you may stop a payment by calling us at 1-800-731-2265 or writing to us at Old National Bank, P.O. Box 419, Evansville, Indiana 47703-9990 in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) calendar days after you call. We will charge you a fee for stop payment orders as provided in the applicable fee schedule for your Account. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages. If these regular payments may vary in amount, we will notify you at least ten (10) calendar days before each payment when it will be paid and how much it will be.

(ii) *For business deposit Accounts*: You have no right to stop payment on any electronic funds transfer after it has been received by us. See the Account Agreement for more information.

(e) Text (SMS) Messaging. You may use the Services to request that Bank send SMS messages based upon instructions you provide. For instance, you may set an alert for a low balance threshold you have established for an Account. Each SMS message is sent to you without being encrypted and will include certain information requested about the Account(s). Text (SMS) Messaging is provided solely for your convenience and does not replace your Account statements, which are the official records of your Accounts. You agree that Text (SMS) Messaging does not create any new or different liability for Bank beyond what is applicable under this Agreement and the Account Agreement. You must provide a valid telephone number for Text (SMS) Messaging so that we may send information about your applicable Account. We may send any Text (SMS) Message through your communication service provider in order to deliver it to you. You agree that your communication service provider is acting as your agent in this capacity. We will determine in our sole discretion what information we make available through Text (SMS) Messaging. We will not send marketing messages through Text (SMS) Messaging. Receipt of Account information through Text (SMS) Messaging may be delayed or impacted by factor(s) pertaining to your wireless carrier or other parties. Text (SMS) Messaging is subject to the terms and conditions of your agreement with your wireless carrier, and use of the SMS function may result in additional fees. You are responsible for all charges imposed by your wireless carrier in connection with Text (SMS) Messaging, including charges for SMS messaging and data usage.

(f) Card Controls. You may use the Services to set up transaction alerts and turn your ONB Debit Mastercard on or off in case it is misplaced or lost, or for any other reason. There is a separate enrollment process for this Service and it is subject to additional terms and conditions.

(g) External Funds Transfers. You may use the Services to transfer funds to or from your eligible Account(s) with Bank to accounts held at other financial institutions. There is a separate enrollment process for this Service and it is subject to additional terms and conditions.

(h) Money Management. You may use the Services to track your spending and view your accounts from multiple financial institutions in one place. There is a separate enrollment process for this Service and it is subject to additional terms and conditions.

(i) Mortgage Manager. You may use the Services to make payments to your eligible loan Account with Bank, view your transaction history, and set up alerts and reminders. There is a separate enrollment process for this Service and it is subject to additional terms and conditions.

(j) Zelle. You may use the Services to send and receive money from your friends and family with Zelle. There is a separate enrollment process for this Service and it is subject to additional terms and conditions.

(k) Direct Connect. With Direct Connect, you can access your eligible Accounts and initiate certain transactions using the Services through your Quicken® or QuickBooks® software (the "Third Party Software"). You must register for Direct Connect within Online Banking and create a connectivity password (which, for the avoidance of doubt, is part of your Credentials) before you can access your Accounts through the Third Party Software. You acknowledge that the Third Party Software is offered by a third party and is not part of the Services, and Bank is not responsible for the operation of the Third Party Software or for the communications connection between the Third Party Software and the Services. Our sole responsibility is to process instructions that we actually receive through Direct Connect related to your Account and the Services in accordance with the applicable terms of this Agreement. Your use of and reliance on the Third Party Software is at your own risk and you acknowledge that the third party providing the Third Party Software is your vendor and will not be deemed to be Bank's agent or service provider with respect to offering and providing the Third Party Software to you.

Section 23. Online Bill Pay.

(a) Service Description. With Online Bill Pay, you can authorize us to remit funds from your designated Account to make bill payments to persons or business entities you specify ("Billers"). There is a separate enrollment process for this Service and there may be additional terms and instructions presented when you access the Service. You may also elect to use the e-Bills feature of this Service, as described further below.

(b) Scheduling Payments. You can use Online Bill Pay to schedule a one-time payment or automatic recurring payments to your Billers. Each Biller must be an eligible business, merchant or professional with a valid United States address. You must provide the correct information for the Biller, including their name, address, payment amount, and such other information as is required to schedule a payment.

When you schedule a payment through the Service, you authorize us to debit your designated Account and remit funds on your behalf to the Biller in accordance with your payment instructions. It is your responsibility to schedule payments in such a manner that the Biller receives your payment no later than the due date on the statement provided to you by the Biller. Payments can only be processed on Business Days. If the due date falls on a non-Business Day, you should schedule your payment at least one (1) Business Day before the actual due date.

(c) Processing Payments. We will use commercially reasonable efforts to make your scheduled payments properly. Your designated Account must contain sufficient funds to make the payment on the date it is processed. We reserve the right to select the payment method used to remit funds on your behalf to the Biller. This may include payment by check, ACH, electronic check, laser draft payment, or any other method we choose. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Biller directives.

(d) Canceling Payments. You may cancel or change any scheduled payment without charge before it has begun processing. Once a payment has begun processing, you cannot cancel or change it unless you make a timely stop payment request and we are able to act on your request before the payment has been processed. See Section 22(d) for information on how to make a stop payment request.

(e) Limits, Exception Payments. We reserve the right to limit the amount of payments, the number of payments, or the Billers you may designate through the Service. You agree not to send payments for gambling debts or other payments that are prohibited by Applicable Law through the Service ("Exception Payments"). Tax payments or court-ordered payments are also Exception Payments, and you agree that any such payments are at your own risk. We will not be liable for any Losses resulting from you scheduling Exception Payments through the Service or our refusing to make any Exception Payments. You agree that we will have no obligation to research or resolve any claims resulting from Exception Payments being misapplied, misdirected or mis-posted.

(f) Liability Limits. You agree that we will not be liable if we are unable to complete any payment you schedule through the Service due to: (i) incomplete or erroneous information provided by you; (ii) insufficient funds in your designated Account to make the payment; (iii) the payment processing center is not working properly and you know or have been advised about the malfunction; (iv) the Biller cannot or will not accept a payment delivered by us; (v) the Biller delays crediting the payment to your billing account; (vi) we suspect the payment is fraudulent or is an Exception Payment; (vii) we suspect the Biller is a restricted or blocked entity under applicable law, including OFAC sanctions; or (viii) circumstances beyond our control prevent the proper execution of the payment, such as emergency conditions, power failure, outages or delays of any payment processing network or clearinghouse, malfunction or failure of any equipment or communication lines, or other force majeure event. For consumer deposit Accounts, your liability for unauthorized payments is described in Section 14, "Unauthorized Transactions."

(g) Service Guarantee. In the event a payment is delayed for reasons other than those described in the "Liability Limits" paragraph above, we will reimburse you for up to \$50 of any fees or charges imposed by the Biller as a result of the late payment (the "Service Guarantee"). The Service Guarantee does not apply with respect to Exception Payments, and it is conditioned on you scheduling the payment such that it should have been delivered to the Biller timely (i.e., taking into account the due date for your bill and the fact that payments are only processed on Business Days).

(h) Electronic Bill Delivery and Presentment (“e-Bills”). With e-Bills, you can request your Billers to provide electronic bills to be presented to you through the Services. When you elect to active e-Bills, you agree to the following terms:

(i) Upon activation of e-Bills, we may notify the Biller of your request to receive electronic billing information. The timing for 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. Additionally, the ability to receive a paper copy of your billing statement(s) is at the sole discretion of the Biller. While e-Bills is being activated, it is your responsibility to keep your Biller accounts current. Each Biller reserves the right to accept or deny your request to receive electronic bills.

(ii) Your activation of e-Bills for a Biller shall be deemed to be your authorization for us to obtain bill data from that Biller on your behalf. For some Billers, you will be asked to provide us with your username and password for your account with that Biller. By providing us with such information, you authorize us to use it to obtain your bill data.

(iii) We will present your electronic bills by notification within the Service. In addition, we may send an email notification to the email address listed for your Account. It is your sole responsibility to ensure that your contact information is accurate. In the event you do not receive notification, it is your responsibility to periodically login to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. It is your responsibility to contact your Biller directly if you do not receive your billing statements.

(iv) We are unable to update or change your contact information with the Biller, such as name, address, phone number and email address. You must contact the Biller directly to make any such changes. Additionally, it is your responsibility to maintain all usernames and passwords for your accounts with your Billers. You 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 at the time of activating e-Bills for that Biller.

(v) The Biller reserves the right to cancel e-Bills at any time. You may also cancel e-Bills at any time for any or all of your Billers. The time frame for cancellation 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 Biller(s) as to the change in status of your Biller account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We are not responsible for presenting any electronic bills that are already in process at the time of cancellation.

(vi) Your use of e-Bills does not change your liability or the obligations that exist between you and your Billers. You agree to hold Bank harmless should you fail to receive any electronic bill. You are solely responsible for ensuring timely payment to your Billers. Copies of previously delivered bills must be requested from the Biller directly. We are not responsible for the accuracy of your electronic bill(s). We only present the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill must be addressed with the Biller directly.

Section 24. Mobile Banking.

(a) Service Description. You may download and use the ONB Mobile App to access some or all of the Services, including to view balance information, eStatements and alerts for your eligible Accounts. In addition, you may access Online Bill Pay and Mobile Deposit through the Mobile App if you have enrolled in these Services. The ONB Mobile App is considered part of the Services.

(b) Liability. Neither Bank nor its vendor will be liable for any errors in the content of information obtained or transmitted through Mobile Banking, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences you select). You are responsible for any and all charges, including, but not limited to, fees associated with text messaging or data usage rates imposed by your telecommunications carrier. We are not responsible for any Losses resulting from your failure to comply with any terms and conditions provided by any telecommunications carrier or any app store. Any Losses incurred through the loss of a Device or the safeguarding (or failure to adequately safeguard) of Credentials will remain your sole responsibility.

(c) Monitoring the Service, Sharing Information. Bank and its service providers may receive and share with one another names, domain names, addresses, telephone and device numbers, the content of messages, data files and other data and information you provide or from other sources in connection with Mobile Banking. Bank and its service providers will maintain reasonable safeguards to protect this information from unauthorized disclosure or use, but we reserve the right to use and disclose your information as reasonably necessary to deliver the Services and as otherwise permitted by Applicable Law, including, without limitation, compliance with court orders or instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as you otherwise authorize. Bank and its service providers also reserve the right to monitor the use of Mobile Banking for purposes of verifying compliance with Applicable Law, this Agreement, and any applicable license, but disclaim any obligation to monitor, filter, or edit any content. We reserve the right to limit the number of Devices through which you may access the Service.

(d) Limitations. It is important that you understand the limitations of Mobile Banking, including but not limited to the following: (i) because Mobile Banking is accessible only through your mobile Devices, your access to Mobile Banking may be limited by the services provided by your telecommunications carrier; and (ii) there may be technical or other difficulties related to Mobile Banking, which difficulties may result in the loss of data or personalized settings or other Services interruptions. We do not assume any responsibility for the timeliness, deletion, or mis-delivery of your data or for any failure to store your data, communications, or personalized settings in connection with your use of Mobile Banking; nor for the delivery or the accuracy of any information requested or provided through the Services. We reserve the right to block access or delete the Mobile Banking software from your Device if we or our service provider have reason to believe you are not complying with this Agreement or suspect a Device has been infected with malicious software or virus.

Section 25. Mobile Deposit.

(a) Service Description. With Mobile Deposit, you can electronically transmit images of checks for deposit to your Account through Mobile Banking. There is a separate enrollment process for this Service and there may be additional terms and instructions presented when you access the Service.

(b) Eligible Items. You agree to use the Service only to deposit paper items that are defined as "checks" under Federal Reserve Regulation CC ("Reg CC"). You agree that you will not use the Service to deposit any ineligible items, including any of the following (collectively, "Ineligible Items"):

- (i) Checks or items payable to any person or entity other than you, or payable to you and another party;
- (ii) Checks payable to any person or entity other than the person or entity that owns the Account that the check is being deposited into;
- (iii) Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
- (iv) Checks or items previously converted to a "substitute check" as defined in Reg CC;
- (v) Checks or items drawn on a financial institution located outside the United States or Canada;
- (vi) Checks or items that are "remotely created checks" as defined in Reg CC;
- (vii) Checks that have previously been deposited by or returned to Client;
- (viii) Checks or items not payable in United States currency;
- (ix) Checks or items that are undated, post-dated, or stale-dated (i.e., more than 6 months old);
- (x) Checks or items on which a stop payment order has been issued or for which there are insufficient funds;
- (xi) Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of the Account;
- (xii) Checks with any endorsement on the back other than the restrictive endorsement required for checks deposited using this Service; and
- (xiii) Money orders, traveler's checks, insurance drafts, or credit card cash advance checks.

(c) Image Quality. Each image you submit through the Service must include all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check, and any endorsements applied to the back of the original check. You are responsible for the image quality of any image that you submit through the Service, which must be legible. In order for us to process the image, it must meet the image quality standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other applicable regulatory agency, clearing house or association. You agree that we will not be liable for any Losses resulting from poor image quality or inaccurate information you provide regarding an original check, including rejection of the image or delayed or improper crediting of the deposit.

(d) Endorsements and Procedures. You agree to restrictively endorse any check or item as "For Mobile Deposit Only," or as we otherwise instruct, before transmitting it through the Service. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Service.

(e) Receipt of Deposit. We are not responsible for images we do not receive in accordance with this Agreement or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received by Bank when you receive a confirmation notice from us. A confirmation notice does not mean that we were able to process the image, that it contains no errors, or that funds have been credited to your Account for that check. Images may still be returned or rejected following your receipt of a confirmation notice from Bank. You can check the status of your deposit within Mobile Banking. Nothing in this Agreement should be construed as requiring us to accept any check or item for deposit, even if we have accepted that type of check or item previously, nor shall we be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this Agreement.

(f) Availability of Funds. In general, if an image you transmit through the Service is received and accepted before our cutoff time for the Service, we consider that Business Day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next Business Day we are open. **The cutoff time for Mobile Deposit is 8:00 PM Central Time.** We

will make funds available for checks and items received, accepted, and successfully processed through the Service according to our standard funds availability policy provided in the Account Agreement unless otherwise disclosed to you through the Service.

(g) Disposal of Transmitted Checks and Items. Following your receipt of a confirmation notice that we have received an image that you submitted through the Service, you agree to retain the original check or item for a minimum of 14 days and a maximum of 45 days from the date of the image transmission. You agree to take appropriate security measures to ensure that unauthorized access to the check does not occur and that the check will not be duplicated or re-deposited in any way. During the retention period, you agree to promptly (within 3 Business Days) provide the original check to Bank upon request. If the original check is not delivered to Bank in a timely manner, we reserve the right to reverse the deposit from your Account. After the retention period, you agree to destroy the original check by marking it "VOID" and then destroying it by cross-cut shredding or another commercially reasonable means of destruction. You agree to indemnify Bank for any Losses incurred in connection with your failure to maintain the security of the original check or failure to comply with the retention and destruction requirements outlined herein

(h) Returned Deposits. We reserve the right, at our sole and absolute discretion, to reject any deposit submitted through the Service without liability to you, even after we have provided a confirmation notice. Any credit to your Account for checks or items deposited using the Service is provisional. If checks deposited through the Service are dishonored, rejected, returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you since we only received an image of it and that we may charge back to your Account the amount of the check and provide you with either an image of the original check, a paper reproduction of the original check, or a substitute check. You will reimburse us for any Losses caused by, or relating to, the processing of the returned item. Without our approval, you agree not to attempt to deposit or otherwise negotiate an original check if it has been charged back to you. You authorize us to debit any of your Accounts to obtain payment for any item submitted through the Service that has been rejected or returned, for any adjustment related to such item, or for any warranty claim related to such item, whether or not the rejection, return, adjustment, or warranty claim was made timely.

(i) Presentment. The manner in which the checks and items submitted through the Service are cleared, presented (or re-presented) for payment, and collected shall be in our sole discretion as set forth in the Account Agreement.

(j) Representations and Warranties. Each time you use the Service, you represent and warrant to Bank that:

- (i) You will not transmit any Ineligible Items to Bank through the Service;
- (ii) You will not transmit duplicate items to Bank through the Service;
- (iii) You have legal authority to accept for deposit and otherwise negotiate the items you submit through the Service;
- (iv) Any image you submit through the Service is a good and accurate image of the original check or item that meets the image quality standards of Bank and any applicable regulatory agency, clearinghouse, or association;
- (v) None of the items you submit through the Service have been previously submitted or deposited with Bank or any other bank, and no person will subsequently negotiate, transfer, deposit or present any such items or duplicates thereof in any form, including as an ACH transfer or as an image, substitute check or remotely-created check;
- (vi) All original checks will be properly endorsed with a restrictive endorsement prior to submitting the associated image to Bank for processing;
- (vii) You will only use the Service from a location in the United States to initiate transactions that comply with applicable laws; and
- (viii) You are not aware of any factor which may impair the collectability of the item.

(k) Indemnification. In addition to your indemnification obligations under this Agreement and the Account Agreement, you agree to indemnify and hold us harmless from any Losses resulting from or arising in connection with any breach of your representations and warranties for the use of this Service.

(l) Use of Your Geolocation. When you are submitting an image for processing through the Service, we reserve the right to, at our discretion, use your Device's capabilities to obtain your geolocation for fraud prevention services. We may choose to capture either your current location or the last location stored on your Device.

Section 26. Arbitration Agreement.

(a) How to Resolve a Formal Dispute. If you have a dispute with us, we hope to resolve it quickly and easily. First, please contact us to see if we can solve the problem. If the dispute cannot be resolved informally, you and the Bank agree that any dispute between us will be resolved by the arbitration process described in this section. You and the Bank each agree to waive the right to a jury trial or a trial before a judge in a public court. The only exception to this are claims that may be filed in small claims court. If your unresolved dispute is within the jurisdiction of small claims court, you should file your claim there.

(b) Disputes Subject to Arbitration. A "dispute" is an unresolved disagreement between you and the Bank or its agents related to your use of the Services, including but not limited to any transactions, any related product or service, this Agreement,

any prior online banking agreement with us, any disclosures or advertising regarding the Services, and your relationship with us, regardless of the legal theory the dispute is based on or whether it arose in the past, may currently exist, or arises in the future. A dispute includes any disagreement about whether the terms of this Section 26 (the "Arbitration Agreement") are enforceable or valid, the meaning of this Arbitration Agreement, and whether a disagreement is a dispute subject to binding arbitration as provided for hereunder. A dispute does not include the collection by us of a credit obligation and this Arbitration Agreement does not limit our rights to exercise self-help remedies, including setoff or other offset, Account Holds or freezes or repossession. A dispute between the Bank and a "covered borrower" as defined in the regulations implementing the Military Lending Act (10 U.S.C. 987; 32 C.F.R. 232) regarding a loan or line of credit Account is not subject to this Arbitration Agreement.

If a third party is involved in a dispute between you and us, then the third party's dispute will also be decided in arbitration, and the third party must be named as a party as required under the rules for the arbitration. The arbitrator will decide all issues, including the arbitrability of disputes, the scope and enforceability of this agreement to arbitrate, and the interpretation of the prohibition of class and representative actions and non-individualized relief.

The arbitration will be conducted as an individual action between you and the Bank. Neither you nor the Bank are permitted to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. The arbitrator of the dispute only has authority to proceed with an arbitration that is conducted as an individual action. Even if a class action lawsuit or other representative action is filed, any dispute between you and the Bank related to this Agreement raised by such an action will be subject to individual arbitration between you and the Bank.

(c) Class Action and Jury Trial Waiver. **YOU UNDERSTAND THAT YOU ARE WAIVING ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE BASIS IN COURT OR ARBITRATION. YOU AND THE BANK BOTH AGREE NOT TO SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING OR SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS.**

With respect to all claims and disputes that are not submitted to arbitration pursuant to this Arbitration Agreement, you hereby waive the right to a trial by jury to the extent permitted by Applicable Law and consent to service of process, personal jurisdiction and venue exclusively in a state court in the State of Indiana located in Evansville, Indiana or the United States District Court for the Southern District of Indiana, Evansville Division, located in Vanderburgh County, Indiana.

(d) Arbitration Procedure. The party that files for arbitration must select either JAMS, Inc. or the American Arbitration Association ("AAA") to arbitrate the dispute. If both JAMS, Inc. and the AAA are unavailable to arbitrate a particular dispute, then the party may file the dispute with another arbitration administrator. The selected arbitration administrator will apply this Arbitration Agreement and its own code or procedures in effect at the time the dispute is filed. To the extent the administrator's code or procedures vary from this Arbitration Agreement, this Arbitration Agreement will control. The arbitration will be conducted before a single arbitrator with expertise in the substantive laws that apply to the subject matter of the dispute. The arbitrator will apply Applicable Law, including but not limited to the UCC adopted under the Applicable Law, consistent with the Federal Arbitration Act (Title 9 of the United States Code) ("FAA"). You and the Bank each agree that you are participating in transactions involving interstate commerce and that each arbitration is governed by the FAA. All statutes of limitations that exist in Applicable Law apply to any arbitration between you and the Bank. The arbitrator has the power to award to a party any damages or other relief provided for under Applicable Law and will not have the power to award any relief to anyone who is not a party to the arbitration. The arbitrator's authority is limited solely to the dispute between you and the Bank alone.

Any decision rendered in arbitration proceedings under this Arbitration Agreement will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Rules and forms may be obtained from, and disputes may be filed with, JAMS, Inc. or AAA as follows: JAMS, Inc. at 71 South Wacker Drive, #3090, Chicago, IL 60606, website at jamsadr.com or the AAA at 335 Madison Avenue, Floor 10, New York, NY 10017, website at adr.org.

In addition to the rights created by this Arbitration Agreement, you and we can each exercise any lawful rights or use other available remedies to do the following: (i) preserve or obtain possession of property; (ii) exercise self-help remedies including setoff and repossession rights; or (iii) obtain provisional or ancillary remedies such as injunctions, attachment, garnishment or court appointment of a receiver by a court having jurisdiction.

(e) Costs of Arbitration.

(i) *For consumer Accounts:* The Bank will reimburse you, upon written request, for the initial arbitration filing fee up to \$500. If there is a hearing, we will pay up to two (2) days of arbitrator fees no matter which party files for arbitration. All other fees will be allocated in keeping with the rules of the arbitration administrator unless those rules are inconsistent with Applicable Law. If Applicable Law limits the amount of fees and expenses (including attorney's fees) to be paid by you, then your portion of the expenses will not exceed that limit and we will pay any excess fees and expenses.

(ii) *For business Accounts:* Each party will be responsible for and pay its own costs, including attorney's fees incurred in preparing and presenting its case during the arbitration proceedings. Notwithstanding the foregoing, the arbitrator is

permitted to award attorney's fees to the prevailing party under Applicable Law or agreement and if the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorney's fees reasonably incurred by the prevailing party in connection with the arbitration.

(f) Severability. If any provision related to this Arbitration Agreement is found to be illegal or unenforceable, then such provision shall be severed from the Arbitration Agreement, but the rest of the Arbitration Agreement shall remain enforceable and in full effect.

(g) Survival. This Arbitration Agreement shall survive termination, amendment or cancellation of the Services or this Digital Banking Services Agreement. This Arbitration Agreement constitutes the entire agreement between you and the Bank and supersedes all prior arrangements and other communications concerning dispute resolution. If we assign this Agreement to any unaffiliated third party, this Arbitration Agreement provision will apply to any dispute: (i) between you and that third party if you or that third party chooses arbitration; (ii) between you and the Bank that occurred prior to such assignment; or (iii) that arises from such assignment.

For more information, call us at 1-800-731-2265.