



## ONPOINTE ESSENTIALS™ SERVICES AGREEMENT

This *ONPointe* Essentials™ Services Agreement between you and Old National Bank governs your use of the content, products and services offered through our basic business internet and mobile banking platform, *ONPointe* Essentials™ (collectively, the "Services"). "Client," "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." "*ONPointe*" refers to the Bank's website through which you can access the Services and "*ONPointe* Mobile" refers to the Bank's mobile application through which you can access the Services. *ONPointe* and *ONPointe* Mobile are each deemed "Services" hereunder. In order to activate the Services, you must have an eligible business deposit account, loan, or other product with Old National Bank (each, an "Account").

Your use of the Services is governed by this *ONPointe* Essentials™ Services Agreement and any other terms and conditions we provide to you in connection with the Services (collectively, the "Agreement"), the Business Deposit Account Agreement and Disclosure, as it may be amended from time to time (the "Account Agreement"), and any loan or credit agreement for your Account, as 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.

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## Section 1. ACCESS TO SERVICES

Some of the Services are automatically available once you activate *ONPointe*, 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 must promptly notify us and you will be responsible for carrying out your banking business through alternative delivery channels.

## Section 2. DEVICE, 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. USER ACCESS

The Services recognize a hierarchy of users and user privileges with Client-level and User-level limits and controls to assist with segregation of duties and to enable dual control. Client will establish the access rights and entitlements of its System Administrator(s) and Users, which will apply when accessing the Services through both *ONPointe* and *ONPointe* Mobile. The "System Administrator" is Client's employee, agent or other individual appointed by Client to act as its administrator with respect to the Services. "Users" are Client's employees, agents or other individuals designated by Client or the System Administrator to conduct certain tasks through the Services.

The System Administrator has broad authority with respect to the Services, including the ability to: (a) designate one or more other persons as System Administrators; (b) change Account nicknames; (c) be designated as a point of contact for Bank's

support staff; (d) request changes to transaction limits established by Bank for the Services; (e) designate persons as Users and establish and change User access privileges and authority for the Accounts and Services; (f) terminate Users; (g) reset the Credentials of any System Administrator or User; and (h) perform such other functions as may be added from time to time. System Administrators may also designate themselves as Users and establish their own access privileges for the Services.

Client is solely responsible for any actions taken by its System Administrators and Users and the authority any System Administrator gives other Users to act on Client's behalf. Bank is not responsible if any User exceeds the limits of its authority. Client acknowledges that Bank does not control or oversee the role of System Administrator and Bank is not responsible for the security capabilities within the applicable Service provided by the Bank that may be available to the System Administrator. Client agrees to notify Bank immediately in writing in the form and format required by Bank to change or remove the System Administrator. Unless otherwise required by applicable law, Bank is not responsible for any Losses incurred in connection with the change or removal of a System Administrator: (i) if Client fails to timely notify Bank and provide any documentation that we require; or (ii) before Bank has had a reasonable opportunity to implement the change or removal in our systems.

## Section 4. CREDENTIALS

You will be required to use certain security codes or credentials, which may include a login ID, company ID, password, PIN, or other authentication code (collectively, "Credentials") to access the Services. Credentials are part of the security procedures for 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.

Each User will create a unique login PIN as part of its Credentials that may only be used to login to the Services on the specific User's Device. Client must develop adequate internal procedures to prevent the unauthorized disclosure of the Credentials and the unauthorized use of the Services. Bank will have no knowledge of the login PINs established by each User and will have no responsibility for ensuring compliance with the procedures Client develops for protecting the confidentiality of such Credentials. Login PINs should be changed regularly on a risk-based basis. Each login PIN should incorporate industry standard complexity requirements, be unique and not be shared. Client must implement, among other measures, internal controls and procedures to ensure that Devices used to access the Services are attended only by Users while accessing such Services and that sessions are fully terminated when authorized use of the Services is completed.

CLIENT SHALL IMMEDIATELY NOTIFY BANK BY PHONE IF THE CONFIDENTIALITY OR INTEGRITY OF ANY SECURITY PROCEDURE FOR THE SERVICES IS BREACHED OR THREATENED, FOLLOWED BY A WRITTEN CONFIRMATION OF SUCH SECURITY BREACH. BANK WILL HAVE NO LIABILITY TO CLIENT FOR ANY UNAUTHORIZED TRANSACTION MADE USING CREDENTIALS THAT OCCURS BEFORE CLIENT HAS NOTIFIED BANK OF THE POSSIBLE UNAUTHORIZED USE AND BANK HAS HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. CLIENT AGREES TO COOPERATE WITH BANK IN CONNECTION WITH ITS

INCIDENT RESPONSE INVESTIGATION IN A TIMELY MANNER AND TO PROVIDE ANY INFORMATION REQUESTED BY BANK WITHIN TWO (2) BUSINESS DAYS OF THE REQUEST.

## Section 5. SECURITY PROCEDURES

Client agrees 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. Client acknowledges that the security procedures offered by Bank are commercially reasonable and suitable for Client with respect to Client's intended use of the Services, including the size, type, and frequency of Client's transactions. Any transactions communicated to Bank in Client's name in compliance with the security procedures, and all access to and use of the Services using the security procedures assigned to Client, are considered authorized by Client, whether or not authorized, and Client shall be bound by the same in accordance with applicable law and the terms of this Agreement.

Client agrees 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. Client acknowledges that its failure to safeguard the security procedures may enable unauthorized access to the Services, the Accounts and Client's data.

If Client chooses to communicate any transactions to Bank in a manner that varies from the security procedures, then Client agrees to be bound by and pay for such transactions, whether or not authorized, when accepted by Bank in good faith, and Client will be deemed to have refused the security procedures that Bank offers and recommends as commercially reasonable. However, Bank has no obligation to accept any transactions that are not communicated in compliance with the security procedures, and Bank shall not be responsible for its refusal to act upon any transactions received which do not comply with the security procedures.

## Section 6. 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. You acknowledge that certain fees, such as monthly subscription fees, may be charged whether or not you use the Services. We may deduct these fees from any of your Accounts with us, even if that makes your balance negative.

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 7. 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. 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 8. INTELLECTUAL PROPERTY; LICENSE

The Services and all content, pages, screens, information, offers, trademarks, service marks, logos, slogans, and any other intellectual property relating to *ONPointe* and *ONPointe Mobile* 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 internal business purposes 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 9. 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.

## Section 10. 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 *ONPointe* or *ONPointe Mobile*, 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 *ONPointe* or *ONPointe Mobile*, 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 within *ONPointe* or by notifying us in writing as provided below.

You agree to send notices to Bank under this Agreement in writing, including all notices regarding termination, security breach or unauthorized access to the Services, the loss or compromise of any Credentials, or the change or removal of any System Administrator. Notice may be sent by United States registered or certified mail, postage prepaid, or by express carrier, to Old

National Bank, ATTN: ONPointe Essentials Client Care, RYL-002, P.O. Box 718, Evansville, Indiana 47705, and will be deemed given upon Bank's receipt. Bank may designate a different address by notifying Client as described above.

## Section 11. 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 12. 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 13. 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) ("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. This Section shall 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 14. INDEMNIFICATION

You acknowledge and agree that you are responsible and liable for the actions of your officers, employees, agents, System Administrators, Users, any third-party vendor, or service provider acting on your behalf, and anyone using your Credentials, and you are providing this indemnity without regard to whether our claim for indemnification arises from actions by you or by any of the foregoing. 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 arising from or related to: (a) use of the Services by you or any third party; (b) your violation of this Agreement, applicable law, or the rights of any third party; (c) any stop payment request; (d) any third-party claim or allegation of infringement, misuse, misappropriation or unauthorized disclosure based on information, data, files, or other content or materials you submit to us; and (e) your negligence, willful misconduct, fraud, or intentional act or omission. Your obligations under this Section shall survive termination of this Agreement.

## 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.

## 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(s) 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. 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 19. 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. Client agrees 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 20. RELATED COMPANY SERVICES, AUTHORITY TO TRANSFER OR COMMINGLE FUNDS

Client may request Bank to provide the Services to any company directly or indirectly controlling, controlled by, or under common control with Client (each, an "Affiliate"), and Client agrees that it shall be jointly and severally liable for each Affiliate's obligations under this Agreement. Bank will only permit combined access if Client and its Affiliate have a common Authorized Representative (as defined in the Account Agreement). Client hereby represents and warrants to Bank that any and all transfers and commingling of funds required or permitted by any Service or requested by Client, and all other aspects of the performance by Bank and Client, have been duly authorized by all necessary parties, including, without limitation, the owner of each Account, and that Client has obtained and shall maintain in its regular business records, and will make available to Bank upon request, for a period of seven (7) years after termination of the Services, adequate documentary evidence of such authorization from the owner of each Account, executed by the duly authorized officer(s) of each such owner in accordance with that owner's bylaws and/or resolutions. Client further represents and warrants that each transfer or commingling of funds authorized hereunder is not in violation of any agreement, bylaw, or resolution of Client or any of its Affiliates, nor is it in violation of any applicable law, decree, judgment, or order of any judicial or administrative authority. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon Bank's effecting each transfer and commingling of funds authorized hereunder.

## 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 Client has a dispute with

that cannot be resolved informally, Client and Bank agree that it will be resolved by the arbitration process described in the Account Agreement, which is incorporated herein by reference. CLIENT AND BANK EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY OR A TRIAL BEFORE A JUDGE IN PUBLIC COURT IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

## Section 22. ONPOINTE ESSENTIALS™ BASIC FUNCTIONS

The following basic functions are available through the Services, as well as new capabilities which may be added from time to time:

(a) *Balance Reporting.* You may request and receive all Account information about one or more specified Accounts. This includes Account balance information, the status and description of 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) *Transfer Funds.* You may 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 elect to receive eStatements for your eligible Accounts through the Services. If you elect eStatements, we will no longer send your Account statements in the mail but will prompt you via email to access such statements online through the Services. 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 use the Services to request to stop payment on checks written on your Accounts. Stop payment requests submitted through the Services are subject to the terms of the Account Agreement. You agree that the stop payment fee will be automatically debited from the designated Account along with other monthly service charges. You cannot request to stop payment on any type of electronic transaction, including but not limited to Bank check card transactions, automatic debit payments and other ACH payments.

(e) *Text (SMS) Messaging.* You can 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 Client without being encrypted and will include certain information requested about the Account(s). Text (SMS) Messaging is provided solely for Client's convenience and does not replace Account statements, which are the official records of Client's Accounts. Client agrees Text (SMS) Messaging does not create any new or different liability for Bank beyond what is applicable under the Account Agreement. The ONPointe Program SMS short code is 99453.

You must provide a valid telephone number for Text (SMS) Messaging so that Bank may send information about your applicable Account. Bank 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 Client's 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.

## Section 23. BUSINESS ONLINE BILL PAY

(a) *Description.* With Business 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 ("Biller"). 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 Business 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. Stop payment requests are subject to the terms of the Account Agreement, including applicable service fees. You can call us at 1-800-731-2265 to make a stop payment request for a Business Online Bill Pay payment; we are unable to accept stop payment requests on these types of payments through the Services.

(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.

(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. REVERSE CHECK POSITIVE PAY

(a) *Description.* We offer Reverse Check Positive Pay to enable you to monitor and detect unusual or unauthorized check issuance or payment from your designated Account(s). There is a separate enrollment process for this Service and additional documentation may be required. With Reverse Check Positive Pay, we will provide notification each Business Day on which checks are presented against your designated Account(s) and post a list of those checks in ONPointe for your review. Checks will be paid subject to the terms of the Account Agreement unless you make a "Return" decision before the applicable cutoff time.

(b) *Your Responsibilities.* You must monitor this Service every Business Day and timely review the list of checks provided. To direct Bank to return any check, you must make a "Return" decision before the cutoff time.

(c) *Checks Covered by the Service.* This Service applies to checks that are presented to Bank for payment through normal inter-bank clearings. It is not designed to identify checks that are presented in any other manner (e.g., at a teller window, through an automated teller machine (ATM), or by mail).

(d) *Reliance.* We will not be obligated to verify signatures on any checks presented for payment nor will we be required to physically examine checks to confirm they are properly signed, completed and encoded as part of the Service. You agree that we may rely on our standard check processing procedures as described in the Account Agreement and such procedures will be deemed an acceptable standard of care for this Service and your Account(s). You understand that the Service may not identify counterfeit or duplicate checks. As such, you must continue to review promptly all Account statements, returned checks, and other transaction information we make available to you and timely report any errors or problems in accordance with the terms of the Account Agreement.

(e) *Limitation of Liability.* Nothing in this Agreement is intended to limit our right to return a check unpaid if there are insufficient available funds in the designated Account(s). We shall have no responsibility for Losses resulting from (i) the return of any check to the depository bank in accordance with this Agreement, or (ii) your failure to meet the established deadlines. You agree that our refusal to pay any check pursuant to your instruction shall not be deemed a wrongful dishonor and you will indemnify and hold us harmless from any liability for failure to pay such check.

## Section 25. ONPOINTE MOBILE™

(a) *Description.* Client may download the ONPointe Mobile application and use ONPointe Mobile to access some or all of the Services available through ONPointe, including to: (i) view current balance information for Accounts linked to the Services; (ii) review available transactions for Accounts; (iii) view Account alerts and notifications; and (iv) view payment history. In addition, Client may access Reverse Check Positive Pay, Business Online Bill Pay, and Commercial Mobile Deposit through ONPointe Mobile if Client has enrolled in such Services. The same User privileges authorized for the Services through ONPointe as described in Section 3 of this Agreement will apply within ONPointe Mobile. Users must have a Software Activation Key provided by the System Administrator for access to ONPointe Mobile and a login PIN specific to each Device. Only one User is permitted per Device.

(b) *Liability.* Neither Bank nor its vendor will be liable for any errors in the content of information obtained or transmitted through ONPointe Mobile, 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 ONPointe Mobile. Bank and its service providers will maintain reasonable safeguards

to protect Client 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 *ONPointe* Mobile 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.

(d) *Limitations.* It is important that you understand the limitations of *ONPointe* Mobile, including but not limited to the following: (i) because *ONPointe* Mobile is accessible only through your mobile Devices, your access to *ONPointe* Mobile may be limited by the services provided by your telecommunications carrier; and (ii) there may be technical or other difficulties related to *ONPointe* Mobile, 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 *ONPointe* Mobile; 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 *ONPointe* Mobile 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 26. COMMERCIAL MOBILE DEPOSIT

(a) *Description.* With Commercial Mobile Deposit, you can electronically transmit images of checks for deposit to your Account through *ONPointe* Mobile. 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 eDeposit 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 Bank was 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 *ONPointe* Mobile. 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 Commercial 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.

(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 image 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 original 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 and that we may charge back the amount of the original check and provide you with 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.