

F&M Bank, a Division of CBI Bank & Trust

Online Banking Agreement

This Online Banking Agreement, including, as applicable, any related Enrollment Form, the signature card, rate and fee schedule, and any applicable Deposit Account Agreement, Service Agreement, and other instructions and the terms and conditions contained herein relating to specific Online Banking and Cash Management Services (collectively, the “Services”) that may be provided in connection herewith (collectively, this “Agreement”), sets forth the terms and conditions governing the provision of the Services by CBI Bank & Trust (“Financial Institution,” “we,” “our,” “ours”) to you or anyone authorized by you (collectively, “Client,” “you,” “your,” “yours”) and describes your and our rights, responsibilities and obligations. The Enrollment Form for Services is made an integral part of this Agreement. By completing and submitting the Enrollment Form, and/or using one or more of the Services, Client agrees to, and shall be bound by, the terms, conditions and provisions in this Agreement, including those for each Service which Client has selected. Financial Institution, in its sole discretion, may elect not to permit Client to use the Service until Financial Institution has determined that Client has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Financial Institution has had a reasonable opportunity to review the Enrollment Form and activate the Service. In any event, Client agrees that the use by Client of any Service shall, without any further action or execution or acceptance of any documentation on the part of Client, constitute Client’s acceptance of and agreement to Financial Institution’s terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement, any applicable Service Agreement or otherwise prescribed by Financial Institution. In the event of a conflict between the terms of this Agreement and those of any Enrollment Form or Service Agreement, the terms of the Enrollment Form or Service Agreement, as applicable, shall govern and control with respect to the Service at issue. Capitalized terms not otherwise defined in the Agreement are defined in Exhibit B at the end of the Agreement. In order to activate the Service, you must have at least one Account with us linked to the Service.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Financial Institution, intending to be legally bound, do hereby agree as follows:

Article I. Setup and Use of Online Access Services.

1.1. Eligibility.

To have access to the Services you must be an authorized user of the Software you select, if required for use with your selected Hardware (as defined in Section 1.4, below). You must also have at least one Eligible Account (as defined below) with us. Accounts which are “linked” under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through the Service. ID(s) and Password(s) collectively are referred to as the “Access Codes”. For Internet Banking (also known as “Personal” Online Banking), you must designate a User ID and Password which will be required to gain access to the Service. For Business Online Banking, prior to your first use of a Service, the Financial Institution will assign you a Company ID, Company Password, and User ID and User Password, required to gain access to Business Online Banking. The Business Online Banking system will ask you to change your Passwords the first time that you use the system.

“Eligible Accounts” include the following:

1. Checking (Demand Deposit) Accounts
2. Savings Accounts
3. Money Market Accounts
4. Loans
5. Certificates of Deposit

1.2. Security Procedure.

The use of the Access Code, in addition to other authentication methods described below, is a security procedure established by Financial Institution to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. You are solely responsible for safeguarding the Access Codes. Providing these Access Codes to another person effectively constitutes a grant of authority to access your accounts. You acknowledge that the Financial Institution has no liability whatsoever for any unauthorized use of your Access Code.

- 1.2.1. You agree to comply with all security procedures Financial Institution directs you to use (collectively, “Security Procedures”), and you acknowledge and agree that the Security Procedures, including (without limitation) any Access Code, password, personal identification number, user identification technology, token, certificate, layered security, or¹

other element, means, or method of authentication or identification used in connection with a Security Procedure (“Security Devices”), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us from time to time, that any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Financial Institution to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to your Account maintained with Financial Institution, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.

1.2.2. For Business Online Banking, you agree to appoint and designate an administrator (the “Administrator”) who will be authorized and responsible for creating and maintaining subsequent Access Codes and tokens on your behalf, including assigning and revoking access privileges for persons to use the Service (each, a “User”), and providing new and subsequent Security Devices to those Users. Financial Institution will provide Client’s designated Administrator, through United States postal mail and/or other delivery service selected by Financial Institution at Financial Institution’s option, with a Company ID, Company Password, User ID and User Password, and any tokens to be distributed by the Administrator to each User with respect to one or more of the Services. Client understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. If these privileges are granted by the Administrator to a User, that User will also be considered an Administrator. Client acknowledges that any Administrator shall have the ability to control security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to ACH origination. You also agree that the Administrator or any User shall also have the authority on behalf of Client to electronically accept and approve any and all agreements and amendments to agreements by and between Financial Institution and Client, including but not limited to this Agreement.

1.2.3. You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. You also agree that Users shall not share Security Devices with each other. Where you have the ability to change or modify a Security Device from time to time (e.g., an Access Code), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us from time to time, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold Financial Institution harmless from any loss, damages, or expenses, including but not limited to attorney’s fees and court costs, directly or indirectly caused by you, any User or Subuser, or your employees’, or agents’ failure to keep the Security procedures or Security Device confidential and secure.

1.2.4. You agree to notify us immediately, according to notification procedures prescribed by us from time to time, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.

1.2.5. We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your

agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

1.3. Access.

Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible from time to time for system maintenance or connectivity or system interruptions outside of the reasonable control of Financial Institution. We are not liable under this Agreement or any applicable Service Agreement for failure to provide access due to a system failure or due to other unforeseen circumstances. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Financial Institution may change the terms and conditions of this Agreement or any applicable Service Agreement from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article VIII. Use of any Service after the effective date of such changes will constitute your consent to the changes.

1.4. Hardware Requirements.

You acknowledge that you are responsible for selecting and providing a computer or mobile device with the necessary Internet capabilities (the "Hardware") in order to access the Services. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your Hardware, and for all related costs. You are solely responsible for virus protection and maintenance of your Hardware. Financial Institution shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained Hardware or Software. The Financial Institution may add to, modify, or replace software programs used in conjunction with providing the Services under this Agreement or any applicable Service Agreement at its sole discretion and without notice. From time to time the Financial Institution may deem it necessary to hold training or retraining classes for you. For Business Online Banking, you agree that you will require appropriate personnel to participate in such training. You may be charged data or messaging fees by your mobile devices provider. Not all Online Services may be available on all types of Hardware.

Article II. Online Access Services.

2.1. Available Services.

Information about available services through Online Banking may be obtained from our website at www.cbibt.com, as may be modified from time to time. By using the Services when they become available, you agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these Services.

2.2. Restrictions; Limits.

In most cases you may use the Services to gain access to Eligible Accounts in which you have an unrestricted right to withdraw funds. However, the Financial Institution, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking account access, restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account without advance notice to you.

2.3. Vendor

You acknowledge and agree that the Service may be provided by an independent third party service provider ("Vendor") as selected by Financial Institution, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Financial Institution. Neither the Financial Institution nor the Vendor is responsible for the actions or omissions of the other.

Article III. Additional Information about the Services.

3.1. Account Access.

Transfers and Payments made via the Service from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

3.2. Processing Fund Transfers.

We can process a Transfer until 7:00 p.m., Central Time (Standard or Daylight) on a Transfer Day. If you request a Transfer after the cutoff time, the Transfer will be processed the following Transfer Day. You are fully obligated to us to provide sufficient funds for any Payments or Transfers you make or authorize to be made. If we complete a Payment or Transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by 3

the applicable law and the terms of any other relevant agreements. If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") charges that may apply.

3.3. Canceling Transfers or Payments.

You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the Transfer Day the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.

3.4. Transfer(s) from Savings/Money Market Deposit Accounts.

Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit Accounts.

3.5. Paperless Statements (eStatements).

If your Hardware has the necessary capabilities, you may enroll in eStatements and waive the mailing of your periodic paper statements by following the instructions to opt-in by use of the Services.

Necessary capabilities to utilize this service, you will need to ensure that your computer meets the basic system requirements of: a) connectivity to the Internet; b) functioning Internet browser software such as Microsoft® Edge®, Mozilla Firefox®, or Apple® Safari®, or Google Chrome®, with a minimum of 256 bit encryption; and c) a valid email address, and the ability to send and receive email messages; d) Adobe Reader® is required to view PDF files. This is a free program available from the Adobe® web site. Follow the download directions on the Adobe® web site to get your copy of Adobe Reader®. These specifications are fairly standard for most online banking programs.

A printer is also required if you want to print and retain paper copies of your statements. Upon enrollment, you will no longer receive paper statements for your account and your future account statements will end on the last day of each month. After your statement is available to you, you will receive an email message at the address you have provided to us. This message will notify you that your statement is available for viewing and retrieval at our secure online banking site, and it will also include any applicable legal and regulatory notices. Images of your cancelled checks from your current and your last statement cycle, if available, can also be accessed, viewed and retrieved through this site.

It will be incumbent upon you to visit our secure online banking site if you wish to view and/or retrieve your statements. It will also be your responsibility to notify us promptly of any change in your email address.

Under normal circumstances, statements may be accessed online for a period of no more than twenty-four (24) months, or in the event that an Account was opened more recently than two years ago, from the date the account was opened. Cancelled check images may be accessed online from your current and your last statement cycle. Access to cancelled check images will also be limited on an item-by-item basis to those checks which are returned to us through the banking system in either paper or electronic image format, which in turn will enable us to provide you with an item image. You will still have the option to request a paper statement or a cancelled check copy directly from the bank. Additional fees may apply.

You may un-enroll in eStatements and resume the mailing of your periodic paper statements by following the instructions to opt-out by use of the Services. For some types of accounts, fees or charges may apply for paper statements.

3.6. E-Mails.

The Financial Institution will not immediately review e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Financial Institution immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts, you should contact the Financial Institution immediately by calling (563)263-3131. The Financial Institution will not take actions based on your e-mail requests until the Financial Institution actually reviews your message and has a reasonable opportunity to act.

3.7. Overdrafts: Order of Payments, Transfers, and Other Withdrawals.

If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through Online Banking on the same business day as an Online Banking transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the Online Banking transfer to be made, then the electronic funds transfer will have priority and the Online Banking transfer will be refused or will result in an overdraft on your account. This is at the Financial Institution's sole discretion.

3.8. Bill Payment Service.

You can arrange, at your option, for the payment of your current, future and recurring bills from your designated Bill Pay Account. For Bill Payment Service, your Payee list may include utility companies, merchants, financial institutions, insurance companies, individuals, etc. within the United States whom you wish to pay through Bill Payment Service. You must include the full name of the Payee and a complete mailing address and telephone number for each Payee, along with your account number with the Payee, the amount of the Payment, and whether the Payment is recurring. The Financial Institution reserves the right to decline to make Payments to certain persons and entities. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Payments. On recurring Payments, it is the responsibility of you or your designated authorized users to update Payee account information as necessary to ensure receipt of payment. Payments are posted against your ledger balance, plus the available credit on your overdraft protection, if any, or other line of credit.

3.8.1. You may schedule Payments to be initiated on a future date, or on the same date of each month. If the transaction shows an In Process status, then the Payment cannot be modified or deleted. Although you can enter Payment information through the Service twenty-four (24) hours a day, seven (7) days a week, the Financial Institution only initiates a Payment on Business Days. Funds must be available in your Account on the scheduled payment date. We may make the Payment either by transferring funds electronically to the Payee or by mailing the Payee a check. Funds will be deducted from your Account on the same Business Day for Electronic Payments. Payments made by check will be deducted from your Account when the check clears your Account. If you direct the initiation of a Payment to occur on a day other than a Business Day, it will be initiated on the following Business Day. The Bill Payment Service will indicate whether a Payee is paid electronically or by check. When you create a new Payee in the Bill Payment service, it has a temporary status until we have had sufficient time to set up the account, and for your business Payees, to verify information about your account. You should schedule a Payment to a new Payee at least five (5) Business Days before any Payment due date, to allow us time to set up the Payee and verify information about your account with the Payee. Financial Institution is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the Payee. There is no limit on the number of Payees or number of Payments that may be authorized. The maximum per Payment amount is \$9,999.99 for check Payments and the minimum per Payment amount is \$0.01; provided, that the Financial Institution may change these limits from time to time, in its sole discretion, without notice to you. Electronic Payments are subject to the availability of sufficient funds in the designated checking Account. For all subsequent Payments, you agree to allow at least three (3) Business Days for Electronic Payments and at least five (5) Business Days for check Payments between the date you schedule a Payment to be initiated and the Payment due date (that is, the due date shown on your invoice or provided in your agreement with the Payee, not taking into account any applicable grace period). In no event will Financial Institution be responsible for any late fees, finance charges or other actions taken by the Payee, regardless of when you initiate the Payment. When you schedule a Bill Payment that will be made by check, you authorize us to issue a check drawn on your qualified designated checking Account for the requested amount. If sufficient funds are not available in your designated Account when the check is presented for payment, we may refuse to honor the check and return it unpaid. At our sole discretion, we may elect to pay the check regardless of the insufficient funds. In either event, your qualified designated Account will be charged our then current fee for processing insufficient items, whether the check is paid or returned, as applicable. You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your Account.

3.8.2. If Payment is to be made electronically and your Account does not have sufficient funds to make a Payment as of the date the transfer or Payment is attempted or scheduled to be made, the Transfer or Payment may be canceled and no further attempt will be made by Financial Institution to make the Transfer or Payment or notify you. Financial Institution shall have no obligation or liability if it does not complete a Transfer or Payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the Payment or rescheduling the Payment through the Service. In the case of the Financial Institution canceling an electronic item, all scheduled payments will be canceled.

3.8.3. Recurring Payments and Transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Payments and Transfers will be made automatically until you delete the Payment or Transfer or upon expiration. If the Payment is not a recurring Payment, it will be a "one-time Payment." One-time Payments do not recur and are not made until you enter the Payee and amount of the current bill and submit the Payment. A recurring Bill Payment Service transaction that you want deleted must be deleted or the next Payment date changed five (5) Business Days before the current transaction date. A stop payment cannot be placed on an Electronic Bill Payment transaction once issued. However, a stop payment can be placed on a Bill Payment transaction by Bill Payment check any time prior to 4:00 p.m. Central Time on the day such check is scheduled for final payment. There is no fee for deleting an electronic Payment initiated through Bill Payment; however a fee will apply for a stop on a Bill Payment check. In the event a Payment is returned to us for any reason,

you authorize us, in our sole and absolute discretion, to both research and correct the Payment information or to void the Payment and re-credit your Account.

Article IV. Limitations.

Your use of these Services is subject to the following limitations:

4.1. Dollar Amount.

There may be a limit on the dollar amount of the transactions you can make using these Services, and these limits are subject to change, without notice to you, from time to time. Payment can only be made with U.S. currency.

4.2. Frequency.

In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, the Financial Institution may impose limits on the number of transactions you can make using these Services within a specified time period. These limits are subject to change, without notice to you, from time to time.

4.3. Foreign Transactions.

No Payments may be made to Payees outside the United States.

4.4. Additional Limitations.

Additional limitations may be contained in this Agreement or the applicable Service Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Financial Institution or by applicable law.

Article V. Parties' Responsibilities.

5.1. Your responsibility.

5.1.1 Physical and Electronic Security. You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Financial Institution is not responsible for any damage to your Hardware, Software, or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Financial Institution is not responsible for any errors or failures resulting from defects in or malfunctions of any Software installed on your operating systems.

5.1.2. You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). You agree to educate your representative(s), agents, Users, Subusers, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Financial Institution will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event you receive an e-mail or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree that you shall not open or respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, download or open any attachments, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, you agree that Financial Institution is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

5.1.3. In the event of a breach of any Security Procedure, you agree to assist Financial Institution in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Financial Institution or Financial Institution's agent access to your Hardware, Software, hard drive, storage media and devices, systems and any other equipment or device that was used in connection with the breach of the Security Procedure. You further agree to provide to Financial Institution any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Financial Institution shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Financial Institution.

5.1.4. Reporting Unauthorized Transactions. You should notify us immediately if you believe your Access Codes or any Access Devices have been lost or stolen, that someone has gained access to the Security Procedure, or that someone has transferred or may transfer money from your Account without your permission or if you suspect any

fraudulent activity on your Account. To notify us, call us at the number provided in Section 9.6 between 8:00 a.m. to 4:30 p.m. Central Time during a Business Day.

5.1.5 Duty to Inspect. You shall regularly inspect all transaction history, reports, journals, and other material evidencing the activity of the Services. You must report all errors to the Financial Institution by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time not to exceed thirty (30) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Financial Institution any claims arising from the error or any loss caused by the error.

5.1.6. Financial Information. Financial Institution may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by Financial Institution hereunder and/or adjustment of any limits set by this Agreement or any applicable Service Agreement. You agree to provide the requested financial information immediately upon request by Financial Institution, in the form required by Financial Institution. If you refuse to provide the requested financial information, or if Financial Institution concludes in its sole discretion that the credit risk of continuing to offer the Services to you is unacceptable, Financial Institution may terminate the Services according to the provisions hereof. You authorize Financial Institution to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or any applicable Service Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

5.1.7. Deadlines. You shall deliver or transmit all data or information to Financial Institution by the deadline(s) specified in this Agreement or any applicable Service Agreement and the Operating Instructions (as defined in section 5.1.9, below). Financial Institution shall have no obligation to process data or perform the Service if the data is not received by the Financial Institution by the specified deadline.

5.1.8. Payment for Services.

.1. You agree to pay Financial Institution the fees established by Financial Institution for rendering the Services under the terms of this Agreement or any applicable Service Agreement. Once you have subscribed, you will be charged the applicable fee(s) whether or not you use Online Banking.

.2. The Financial Institution may change or add any fees for Online Banking by the procedures outlined in Article VIII for amending this Agreement. Fees charged for Online Banking under this Agreement are in addition to any service charges or fees that apply to your Accounts with us.

.3. You authorize the Financial Institution to deduct all applicable Monthly Fees from any Account enrolled in Online Banking. If you close the Account(s) associated with the Service, Fees may be deducted from any other Account you maintain with us or any of our affiliates. Furthermore, Financial Institution may setoff against any amount it owes to you in order to obtain payment of your obligations under this Agreement or any applicable Service Agreement.

.4. In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Financial Institution). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

5.1.9. Required Deposit Balance. You agree to maintain the minimum collected balance ("Required Deposit Balance") in the amount and in the account specified in the Service Agreement establishing the terms and conditions of the specific Services selected by you and the set of detailed instructions ("Operating Instructions") establishing the procedures and operating instructions governing the Service.

5.1.10. Data and Information Supplied by You. You shall transmit or deliver data and other information in the format and on the media as provided for in the Service Agreement and the Operating Instructions if applicable or as otherwise required by the Financial Institution in conjunction with rendering the Service(s) selected by you. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that Financial Institution shall not be required to examine the data for correctness and the Financial Institution shall not have any responsibility for detecting errors in the data transmitted by you. The data transmitted by you must be legible, correct and complete. Financial Institution shall not process, and Financial Institution shall not be liable to you for failure to process, the data if it is not in the format specified by Financial Institution or if the data is incomplete. Financial Institution shall not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified in the Agreement or any applicable Service Agreement and the Operating Instructions.

5.1.11. Remotely Created Checks. If you use a Service wherein you create or deposit a Remotely Created Check, as that term is defined in Federal Reserve Board Regulation CC, you warrant to Financial Institution that the person on whose account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.

5.1.12. Use of Services. You will use the Services only for your use in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the

Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party.

5.2 The Financial Institution's Responsibilities.

Financial Institution agrees to use ordinary care in rendering Services under this Agreement and any applicable Service Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Financial Institution may incur in collecting any sums you owe to Financial Institution for overdrafts, service charges or otherwise or in enforcing any rights Financial Institution may have under the terms of this Agreement and any applicable Service Agreement or applicable law, rule or regulation applicable to your Account(s) or the Services rendered by Financial Institution under this Agreement and any applicable Service Agreement. You also agree to pay all attorneys' fees, costs and expenses that Financial Institution may incur as the result of defending any claim or action made against Financial Institution by you, or on your behalf where Financial Institution is found not to be liable for such claim. In no event shall Financial Institution be liable to you for attorneys' fees incurred by you in any action brought by you against Financial Institution.

5.2.1. Our sole responsibility for an error in a transfer will be to use commercially reasonable efforts to correct the error.

5.2.2. We will not be liable under this Agreement or any applicable Service Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.

5.2.3. We will not be responsible for any errors or failures from any malfunction of your Hardware or Software or any virus or other problems related to your Hardware or Software used with our Services.

5.2.4. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any Hardware, Software, or system you use to access or communicate with the Online Banking Services.

5.2.5. We will not honor a request for a Transfer if: (a) it exceeds your collected and available funds on deposit with the Financial Institution; (b) it is not in accordance with any condition indicated by you and agreed to by the Financial Institution; (c) the Financial Institution has reason to believe it may not be authorized by you; (d) it involves funds subject to hold, dispute, or legal process preventing their withdrawal; (e) it would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (f) it is not in accordance with any other requirement stated in this Agreement or any Financial Institution policy, procedure or practice; or (g) for the protection of the Financial Institution or you, the Financial Institution has reasonable cause not to honor.

Article III. Privacy and Confidentiality.

6.1 Privacy/Information Sharing.

The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (e) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Our privacy policy may change from time to time and is available on our website and at our Financial Institution locations.

6.2 Confidential Information.

You agree to hold confidential and to use only in connection with the Service provided under this Agreement and any applicable Service Agreement all information furnished to you by Financial Institution or by third parties from whom Financial Institution has secured the right to use the Service, including, but not limited to, Financial Institution's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another client of the Financial Institution, you shall promptly return such information to Financial Institution and not reveal such information to any other party and shall not make use of such information for your own benefit. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by the Financial Institution in connection with this Agreement and any applicable Service Agreement or supplied or made available to you by Financial Institution are the exclusive property of Financial Institution, its agents,

suppliers, or contractors, and further agree that such material shall not be copied or used in any manner or for any purpose without the express written consent of Financial Institution. This clause shall survive the termination of this Agreement.

Article XII. Termination.

7.1. Termination Upon Written Notice.

Either you or the Financial Institution may terminate this Agreement, any applicable Service Agreement, and your Online Banking subscription at any time upon giving at least three (3) days prior written notice of the termination to the other party. If you terminate Online Banking, you authorize the Financial Institution to continue making Transfers you have previously authorized and continue to charge monthly fees until such time as the Financial Institution has had a reasonable opportunity to act upon your termination notice. Once the Financial Institution has acted upon your termination notice, the Financial Institution will make no further Transfers from your Accounts, including any Transfers you have previously authorized. If the Financial Institution terminates your use of Online Banking, the Financial Institution reserves the right to make no further Transfers from your Accounts, including any transactions you have previously authorized.

7.2. Immediate Termination.

Either party shall have the right to terminate this Agreement, any applicable Service Agreement, and your Online Banking subscription immediately by giving written notice to the other if such other party: (i) ceases to conduct its business in the ordinary sense, (ii) has any substantial part of its property become subject to any levy, seizure, assignment or application for sale for, or by, any creditor or government agency, (iii) is a party to an acquisition or (iv) in the reasonable judgment of the party seeking termination, experiences an adverse change in its financial condition or business which impairs the ability of such party to perform its obligations under this Agreement or any applicable Service Agreement, (v) fails to perform its obligations under this Agreement or any applicable Service Agreement or defaults under any other agreement between the parties or (vi) makes any warranty or representation which proves to be false or misleading. Notwithstanding the foregoing, Financial Institution may immediately terminate this Agreement and/or any applicable Service Agreement without notice if, (a) you or we close your Account(s), or (b) in Financial Institution's sole discretion, Financial Institution determines that you have abused the Online Banking Service or Financial Institution believes that it will suffer a loss or other damage if the Agreement and/or applicable Service Agreement is not terminated.

7.3. Rights Cumulative.

Financial Institution's election to terminate this Agreement and/or any applicable Service Agreement is in addition to any and all other remedies that may be available to Financial Institution and will not affect any obligations you may have to Financial Institution. Any reinstatement of the Service under this Agreement and/or any applicable Service Agreement will be at Financial Institution's sole discretion and must be agreed upon in writing by an authorized representative of Financial Institution.

7.4. Rights/Duties Upon Termination.

Upon termination of this Agreement and/or any applicable Service Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within seven (7) days after the later to occur of (i) termination of the Agreement and/or any applicable Service Agreement or (ii) the last date that such party receives any such property or rights.

Upon termination of this Agreement and/or any applicable Service Agreement, (i) you will promptly pay to Financial Institution all sums due or to become due under this Agreement and/or applicable Service Agreement, and (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

Article VIII. Changes in Terms and other Amendments.

The Financial Institution may amend the terms of this Agreement and any applicable Service Agreement, and alter, change, or modify the Services provided under the terms of this Agreement and any applicable Service Agreement (including the fees and charges for Services listed) or any supplemental agreement at any time in its sole discretion by giving written notice to you; provided that Financial Institution may modify this Agreement without notice to you as set forth herein. If required by applicable law, notice will be given for the required applicable number of days in advance of such amendments by mailing a copy of the amendment to you at your most recent address shown on our records or, if you have previously agreed, by providing notice delivered to the last email address you have provided us. Your continued use of the Services shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless received in writing by Financial Institution and agreed to by the Financial Institution in writing.

Article IX. Other Provisions.

9.1. Electronic Notices.

We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e mail or other appropriate electronic means.

You may use e mail to contact us about inquiries, maintenance and/or some problem resolution issues. E mail may not be a secure method of communication, thus we recommend you do not send confidential personal or financial information by e mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, do not use e mail. Instead, you should call us at the number provided in Section 9.6.

9.2. Hours of Operation.

Our representatives are available to assist you from the hours of 8:00 a.m. to 4:30 p.m. Central Time (Standard or Daylight), Monday through Friday, except holidays, by calling the number provided in Section 9.6.

9.3. Ownership of Website.

The content, information and offers on our website are copyrighted by Financial Institution and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions thereof is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Financial Institution's sites are the trademarks, service marks or logos of Financial Institution, or others as indicated.

9.4. Web-linking Practices.

Financial Institution may provide access to information, products or services offered on other third party web sites. The Financial Institution is not responsible for, nor does control, the content, products, or serviced provided by linked sites. The Financial Institution does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Financial Institution and have a privacy policy different than that of the Financial Institution. Your access, use and reliance upon such content, products or services is at your own risk.

9.5. Geographic Restrictions.

The Services described in this Agreement and any application for credit, deposit services, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

9.6. Contact Information.

In case of questions about your electronic transactions contact our client service at:

F&M Bank
Attn: Online Banking Department
PO Box 1208
Galesburg, IL 61402-1208

Phone: (309) 343-7141
Fax us at: (309)343-6699
Email*: info@thefmbank.com

**Please do not send sensitive information, such as account numbers, account balances or Social Security Numbers through email, as it is not secure.*

9.7. Deposit Account Agreement.

You acknowledge and agree that your demand deposit account maintained with Financial Institution is an integral part of the Services offered by Financial Institution and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing accounts in effect from time to time between you and Financial Institution. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement shall control over any inconsistent

terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your demand deposit account required by Financial Institution. If you have not signed the foregoing forms required by Financial Institution, by signing this Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your account. You also agree to establish all accounts that must be opened in conjunction with the Service provided by Financial Institution.

9.8. Effective Dates.

The effective date of this Agreement and any applicable Service Agreement shall be the date upon which the Agreement is executed by you and accepted by Financial Institution.

9.9. Internet Disclaimer.

For any Service(s) described in the Agreement utilizing the Internet, Financial Institution does not and cannot control the flow of data to or from Financial Institution's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Financial Institution cannot guarantee that such events will not occur. Accordingly, Financial Institution disclaims any and all liability resulting from or related to such events and in no event shall Financial Institution be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Financial Institution's ability to connect to the Internet on your behalf.

9.10. Limitation of Liability.

9.10.1. YOU AGREE THAT FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, FINANCIAL INSTITUTION OR FINANCIAL INSTITUTION'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.10.2. TO THE FULLEST EXTENT ALLOWED BY LAW, FINANCIAL INSTITUTION'S LIABILITY TO YOU UNDER THIS AGREEMENT OR ANY APPLICABLE SERVICE AGREEMENT SHALL BE LIMITED TO USING COMMERCIAL REASONABLE EFFORTS TO CORRECT ERRORS RESULTING FROM FINANCIAL INSTITUTION'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL FINANCIAL INSTITUTION BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES FOR THE SERVICES ACTUALLY PAID BY YOU AND RECEIVED BY FINANCIAL INSTITUTION DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.

9.10.3. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY FINANCIAL INSTITUTION ON AN "AS IS" BASIS.

9.10.4. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FINANCIAL INSTITUTION MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY FINANCIAL INSTITUTION EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

9.10.5. FINANCIAL INSTITUTION MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF FINANCIAL INSTITUTION'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.10.6. FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY FINANCIAL INSTITUTION TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO FINANCIAL INSTITUTION OR

FROM FINANCIAL INSTITUTION TO YOU. FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE.

9.11. Relationship of Parties.

Client and Financial Institution acknowledge and agree that the relationship between Financial Institution and Client is that of an independent contractor and that this Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

9.12. Force Majeure.

The Financial Institution shall not be responsible for any liability, loss, or damage resulting from Financial Institution's failure to perform any Service or to perform any other obligations under this Agreement and any applicable Service Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Financial Institution's control.

9.13. Reimbursement.

Any reimbursement by Financial Institution for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your accounts.

9.14. Indemnification.

In addition to other indemnification and liability provisions elsewhere in this Agreement and any applicable Service Agreement, to the fullest extent allowed by law, you will be liable for, hold harmless, and will indemnify Financial Institution, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Agreement and any applicable Service Agreement, including all losses and expenses incurred by Financial Institution arising out of your failure to report required changes, transmission of incorrect data to Financial Institution, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly and solely by Financial Institution's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold Financial Institution, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Agreement and any applicable Service Agreement, (ii) Financial Institution's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Financial Institution to be an authorized representative of you or Authorized User, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Agreement and any applicable Service Agreement, and/or (iv) your breach of applicable laws, rules or regulations.

9.15. ARBITRATION AND WAIVER OF JURY TRIAL.

YOU AND FINANCIAL INSTITUTION AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS AGREEMENT OR ANY SERVICE AGREEMENT INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND FINANCIAL INSTITUTION, OR BETWEEN YOU AND ANY OF FINANCIAL INSTITUTION'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS AGREEMENT OR ANY SERVICE AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES ("THE ARBITRATION RULES"). IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND FINANCIAL INSTITUTION. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS AGREEMENT OR ANY SERVICE AGREEMENT.

Notwithstanding the foregoing, either party may immediately bring a proceeding seeking preliminary injunctive relief in the Circuit court with jurisdiction over Muscatine County, Iowa, or the United States District Court for the Central District of Iowa. Such injunctive release shall remain in effect until a final award is made in the arbitration.

9.16. Governing Law.

These terms and conditions of this Agreement and any applicable Service Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflict of law provisions and without regard to your state of residence.

9.17. Attorney Fees and Costs.

The prevailing party in any proceeding brought under this Agreement shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

9.18. Compliance with Laws, Rules, and Regulations.

You agree to comply with all existing and future instructions used by the Financial Institution for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, Nacha and any other clearinghouse or other organization in which Financial Institution is a member or to which rules Financial Institution has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

9.19. Miscellaneous Provisions.

9.19.1. Headings. The headings and captions contained in this Agreement and any applicable Service Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement and any applicable Service Agreement or its interpretation, construction, or meaning.

9.19.2. Severability. The holding of any provision of this Agreement and any applicable Service Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement and any applicable Service Agreement, which shall remain in full force and effect.

9.19.3. Waiver. No waiver by the Financial Institution (whether or not in writing) of any term, condition, or obligation of you under this Agreement and any applicable Service Agreement shall bind the Financial Institution to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

9.19.4. Binding Effect. This Agreement and any applicable Service Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

9.19.5. Entire Agreement. This Agreement and any applicable Service Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

9.19.6. Transfers and Assignments. You cannot transfer or assign any rights or obligations under this Agreement and any applicable Service Agreement without Financial Institution's written consent. The Financial Institution may assign its rights and delegate its duties under this Agreement and any applicable Service Agreement to a company affiliated with the Financial Institution or to any other party.

EXHIBIT B

Definitions

The following terms and definitions apply when used in this Agreement.

1.1. "Account" or "Accounts" means one or more eligible checking, savings, money market deposit or loan account that you have with us.

1.2. "Account Access" means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

1.3. "Account Agreement" means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.

1.4. "Bill Payment Account" means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Online Banking Service.

1.5. "Bill Payment Service" means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us, via personal computer, entered on the bill payment site.

- 1.6. "Bill Payment" or "Payment" means the remittance of funds, initiated through Online Banking Service, from a Bill Payment Account to a Payee.
- 1.7. "Business Day(s)" means 8:00 a.m. to 5:00 p.m. Monday through Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.
- 1.8. "Deposit Account Agreement" has the meaning provided in Section 9.7.
- 1.9. "Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.
- 1.10. "Enrollment Form" means the Authorization for Online Banking and Cash Management Services form completed by you and submitted to Financial Institution.
- 1.11. "Funds Transfer" or "Transfer" means a transfer of funds, initiated through Online Banking Service, from one eligible account to another.
- 1.12. "Online Banking" or "Service" means the service(s) described in this Agreement.
- 1.13. "Password" means the confidential identification number or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Banking Services.
- 1.14. "Payee" means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online Banking Services.
- 1.15. "Service Agreement" refers to a separate agreement for certain cash management services offered by Financial Institution.
- 1.16. "Transfer Day" means Monday Friday, from 6:00 a.m. to 7:00 p.m., Central Time (Standard or Daylight). Holidays are not included.
- Other definitions may be set forth elsewhere in this Agreement.

The following ELECTRONIC FUNDS TRANSFER DISCLOSURE applies only to consumer deposit accounts. A "consumer deposit account" is defined as a deposit account owned by one or more natural persons and established primarily for personal, family, or household use.

ELECTRONIC FUND TRANSFERS

YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be onetime occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Telephone Transfers - types of transfers - You may access your account by telephone at 1-800-757-1748 using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds from checking to savings
- transfer funds from savings to checking
- make payments from checking to loan accounts with us
- make payments from savings to loan accounts with us
- get information about:

- the account balance of checking account(s)
- the account balance of savings account(s)
- certificate of deposit(s)
- loan(s)

ATM Transfers - Shazam, MasterCard, and Cirrus Networks - types of transfers - You may access your account(s) by ATM using your ATM Card and Personal Identification Number or Debit Card and Personal Identification Number, to:

- transfer funds from savings to checking account(s) with an ATM card
- transfer funds from savings to checking account(s) with a debit card
- transfer funds from checking to savings account(s) with an ATM card
- transfer funds from checking to savings account(s) with a debit card
- get information about:
 - the account balance of your checking account(s)
 - with an ATM card
 - with a debit card
 - the account balance of your savings account(s)
 - with an ATM card
 - with a debit card

Some of these services may not be available at all terminals.

You may withdraw up to \$510.00 through the use of ATMs in any one day.

Types of Debit Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone) get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- you may not exceed \$2,500.00 in transactions per day

Currency Conversion and Cross-Border Transaction Fees. If you initiate a transaction with your MasterCard®-branded Debit Card in a currency other than US Dollars, MasterCard will convert the charge into a US Dollar amount. The MasterCard currency conversion procedure is based on rates observed in the wholesale market or, where applicable, on government-mandated rates. The currency conversion rate MasterCard generally uses is the rate for the applicable currency that is in effect on the day the transaction occurred. However, in limited situations, particularly where MasterCard transaction processing is being delayed, MasterCard may instead use the rate for the applicable currency in effect on the day the transaction is processed.

MasterCard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. We charge you a Cross-Border Transaction fee of 1.950% on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder.

Computer Transfers - types of transfers - You may access your account(s) by computer using your user identification and password, to:

- transfer funds from checking to savings
- transfer funds from savings to checking
- make payments from checking to loan account(s) with us
- make payments from savings to loan account(s) with us
- get information about:
 - the account balance of checking account(s)
 - the account balance of savings account(s)
 - loan account(s)
 - time deposit account(s)

Mobile Banking Transfers - types of transfers - You may access your account(s) by downloading our mobile banking app and using your user identification and password, to:

- transfer funds from checking to savings
- transfer funds from savings to checking
- make payments from checking to loan account(s) with us
- make payments from savings to loan account(s) with us
- get information about:
 - the account balance of checking account(s)
 - the account balance of savings account(s)

- loan account(s)
- make bill payments

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

Limitations on frequency of transfers. In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

FEES

- We do not charge for direct deposits to any type of account. Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

- Terminal transfers. You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (309) 343-7141 to find out whether or not the deposit has been made.
- Periodic statements.

You will get a monthly account statement from us for your checking or savings accounts.

You will get a monthly account statement from us for your checking or savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 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 14 days after you call. We will charge you \$15.00 for each stop-payment order you give.
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 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.

FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure; or
- (5) if you give us written permission.

UNAUTHORIZED TRANSFERS

- (a) Consumer liability.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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 you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days 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 periods.

- (b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three 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.

F&M Bank

PO BOX 1208

Galesburg, IL 61402-1208

Business Days: Monday through Friday, excluding Federal Holidays

Phone: (309) 343-7141

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

NOTICE OF ATM/NIGHT DEPOSIT

FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.

6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

MasterCard Debit Card. Additional Limits on Liability for any PIN-based ATM or POS transactions - You will not be liable for any unauthorized transactions using your MasterCard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. This additional limit on liability does not apply to a prepaid card until such time as the prepaid card is registered with us and we have completed our customer identification program requirements. MasterCard is a registered trademark, and the circles design is a trademark of MasterCard International Incorporated.

MOBILE CHECK DEPOSIT SERVICES AGREEMENT

This Mobile Check Deposit Services Agreement (this "Agreement") governs the terms of F&M Bank, A Division of CBI Bank & Trust's ("Bank") consumer Mobile Check Deposit service, which the Bank refers to in this Agreement as "Mobile Check Deposit," the "Service," or "Remote Banking Service." The Bank customer ("Customer") enrolling in Mobile Check Deposit agrees to comply with and be bound by this Agreement. An individual enrolling in Mobile Check Deposit on behalf of a Customer that is a corporation, partnership, limited liability company, trust or other entity or association represents that he or she is authorized on behalf of the Customer to enroll in Mobile Check Deposit, enter into this Agreement and deposit Original Checks into the Customer's Account using Mobile Check Deposit.

Scope of Agreement. Mobile Check Deposit is designed to allow a Customer to make deposits of original, paper negotiable demand drafts ("Original Checks") to Customer's deposit account at the Bank ("Account") in accordance with the Check Clearing for the 21st Century Act ("Check 21 Act") and Federal Reserve Board Regulation CC ("Regulation CC"). Customer agrees that the Bank shall determine, at its sole discretion, the manner in which checks are cleared or presented for payment, including without limitation, by substitute check, Automated Clearing House, or image exchange. If Customer has more than one Account, Mobile Check Deposit will require Customer to select the Account to which each deposit is being made. Customer can make deposits using Mobile Check Deposit from remote locations by scanning the Original Checks and delivering the digital images and associated deposit information ("Images") to the Bank or its service provider with Customer's compatible and supported camera-enabled mobile phone or other device that meets the Bank's required standards ("Mobile Device").

The terms and conditions of this Agreement are in addition to, and do not cancel, supersede, or replace Customer's application to use the Service, the Bank's notification of approval of the application, or any other agreements, rules, disclosures, procedures, standards, policies, or signature cards relating to Customer's deposits, loans, services, or other business relationships with the Bank. Additionally, Customer's use of the Mobile Check Deposit service is subject to all of 18

the terms or instructions that may appear on-screen when Customer accesses the Mobile Check Deposit service, or in user guides, or in other information or documentation that Bank may provide to Customer from time to time. Customer's use of the Remote Banking Service also is subject to, and Customer agrees to comply with, the applicable rules and regulations of the National Automated Clearing House Association, the Account Agreement (as defined below), and all other applicable clearing house rules, regulations, operating circulars, and agreements, the Check 21 Act, Regulation CC, and all other applicable federal, state, or local laws and regulations, as amended from time to time (collectively "Applicable Law").

General Requirements. In order to use Mobile Check Deposit, Customer must:

- Maintain an Account;
- Download and install the latest version of the Bank's mobile banking application to Customer's Mobile Device;
- Use a Mobile Device that has camera functionality;
- Use a Mobile Device that is enabled to receive and transmit data through a mobile carrier service data plan, wireless Internet connection or similar source; and
- Be a registered Online Banking user and be enrolled in the Bank's mobile banking.

To deposit an Original Check using Mobile Check Deposit, all endorsements must be made on the back of the Original Checks within 1 inch from the top edge, although the Bank may accept endorsements outside this space. For Accounts used primarily for personal, family or household purposes ("Consumer Accounts"), the endorsement must include Customer's signature and the words "for Mobile Check Deposit only." For Accounts used primarily for business purposes ("Business Accounts"), the endorsement must include Customer's authorized signer's signatures and the words "for Mobile Check Deposit only." Any loss the Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings will be Customer's responsibility.

For deposits to a Consumer Account, an Original Check may be payable jointly to Customer and a joint owner of the Consumer Account. An Original Check payable to Customer and a joint owner of a Consumer Account must be endorsed by both payees. Additionally, for deposits to a Consumer Account, an Original Check may be payable to either Customer or a joint owner of the Consumer Account. An Original Check payable to Customer or a joint owner of a Consumer Account must be endorsed by at least one of the two payees.

For deposits to a Business Account, an Original Check must be payable to the Customer only. Customer agrees that any individual endorsing an Original Check to be deposited to a Business Account will be an authorized signer on the Business Account and otherwise authorized to endorse items on behalf of Customer. Customer understands and acknowledges that all endorsements by Customer's authorized signers are valid even if the agency relationship is not indicated on the Original Check or Image. The Bank has no duty to inspect the Image to confirm that two or more authorized signers have endorsed the Original Check.

Requirements for Images of Original Checks. Each Image must provide all information on the front and back of the Original Check at the time it was presented to Customer 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. The Image quality must meet the standards established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve ("Federal Reserve"), and any other regulatory agency, clearing house or association involved in the processing of the Original Checks and Images ("Applicable Standards").

Eligible items. Customer agrees to use Mobile Check Deposit only to scan and deposit Original Checks that:

- Are drawn on a financial institution located in the United States and payable in US dollars;
- Are made payable to Customer or, for a Consumer Account only, are made payable to Customer and/or a joint owner on the Account to which Customer is depositing the Original Check;
- Contain all endorsements applied by the parties that handled the Original Check; and
- Contain only authorized and authentic signatures.

Customer agrees that the Service will NOT be used to deposit any item that:

- Is not payable to Customer in the first instance (i.e., payable to another person or entity and then endorsed to Customer);
- Is payable to Customer and/or another person or entity if the item is being deposited to a Business Account;
- Is payable to Customer and/or another person or entity other than a joint owner on the Consumer Account to which Customer is depositing the Original Check;
- Is counterfeit or altered, contains evidence of alteration, or that Customer knows or suspects, or should know or suspect, are counterfeit, altered, fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- Is more than six months old or made payable at some point in the future;
- Is payable in some currency other than US dollars or drawn on a financial institution located outside of the United States;
- Has previously been deposited with any financial institution;
- Is not an Original Check.

Limits. The Bank has established limits on the dollar amount of items that Customer can deposit using Mobile Check Deposit. Currently, deposit limits for Accounts are \$5,000 per Original Check / \$5,000 per day / \$50,000 rolling 30-day limit. The Bank may change these deposit limits from time to time. The Bank will notify Customer of any changes in accordance with this Agreement. Additionally, the Bank may establish limits on the number of Original Checks that Customer may deposit using Mobile Check Deposit. If the Bank establishes such additional limits, the Bank will notify Customer in accordance with this Agreement. If Customer attempts to initiate a deposit in excess of any applicable limit, the Bank may reject the deposit. If the Bank permits Customer to make a deposit in excess of an applicable limit, such deposit will still be subject to the terms of this Agreement and the Bank will not be obligated to allow any deposit that does not comply with an applicable limit at any other time.

Fees. Customer agrees to pay all fees and charges that the Bank may impose for the Bank Mobile Check Deposit. Customer agrees that the Bank may deduct such fees and charges from any of Customer's Accounts. The current Schedule of Fees and Charges is attached as Exhibit A. The Bank may change its fees and charges for Mobile Check Deposit by providing Customer notice in accordance with this Agreement.

Mobile Check Deposit Security. Customer will complete each deposit promptly. If Customer is unable to complete a deposit promptly, Customer will ensure that the Mobile Device remains securely in Customer's possession until the deposit has been completed. It is Customer's responsibility to establish and maintain procedures to safeguard against unauthorized deposits. Customer will notify the Bank immediately by telephone at 1-563-263-3131 if Customer learns of any loss or theft of Original Checks or any attempt to resend or re-deposit Images. The Bank may require Customer to provide additional notice in writing.

Customer will ensure the safety and integrity of Original Checks from the time of receipt until the time of destruction. If warranted in the Bank's reasonable judgment, it may audit and monitor Customer, and Customer agrees to cooperate with the Bank to permit such monitoring, to confirm that Customer's obligations under this Agreement have been satisfied.

Customer is solely responsible for the quality, completeness, accuracy, validity, and integrity of all Images. Customer is solely responsible if, intentionally or unintentionally, Customer submits fraudulent, incorrect, or illegible Images to the Bank or if the Service is used by authorized or unauthorized persons to submit fraudulent, unauthorized, inaccurate, incorrect, or otherwise improper or unusable images to the Bank.

Customer agrees that the security procedures that the Bank uses in connection with Mobile Check Deposit are commercially reasonable and suitable for Customer's intended use of the Service.

Authentication Method. Customer agrees that the Bank is entitled to act upon instructions received with respect to a Mobile Check Deposit entered under Customer's user identification, password, test key, or other code or authorization (collectively "Authentication Method"). Customer is liable for all transactions made or authorized with the use of Customer's Authentication Method. Customer agrees to indemnify and release the Bank from any and all liability relating to any actions or transactions conducted under Customer's Authentication Method. By accessing Mobile Check Deposit, Customer authorizes the Bank to complete the required transactions. Any requests or instructions received by the Bank through Mobile Check Deposit under Customer's Authentication Method shall be deemed to be "in writing" under the Applicable Law and shall have the same force and effect as a writing signed by

Customer.

Receipt of Deposit. Each Image processed for deposit through Mobile Check Deposit will be treated as a “deposit” under the agreements governing Customer’s Account (“Account Agreement”) and will be subject to all terms of the Account Agreement. Any confirmation from the Bank that it has received an Image does not mean that the Image is free of errors. The Bank is not responsible for any Image that it does not receive.

Following receipt, the Bank may process the Image by preparing a Substitute Check (as that term is defined in Regulation CC, 12 CFR 229), or clearing the item as an Automated Clearing House item.

The Bank reserves the right, at its sole and absolute discretion, to reject any Image. A rejected Image will not be deposited to Customer’s Account. The Bank will notify Customer of rejected Images.

Retention of Original Checks. After Customer receives confirmation that the Bank has received an Image and Customer receives full credit for the deposit of the Image, Customer must destroy the Original Check by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. Destroying the Original Check prevents it from being presented for deposit another time. After destruction of an Original Check, the Image will be the sole evidence of the Original Check.

Customer agrees to never re-present an Original Check or any copy or Image of an Original Check to the Bank or any other financial institution. Customer understands that Customer is responsible if anyone is asked to make a payment based on an Original Check, Image or other item that has already been paid.

Returned Deposits. Any credit to Customer’s Account for Original Checks deposited using Mobile Check Deposit is provisional. If Original Checks deposited through the Bank’s Mobile Check Deposit are dishonored, rejected, or otherwise returned unpaid by the paying 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, Customer agrees that an Original Check will not be returned to Customer, but that the Bank may charge back the amount of the Original Check and provide Customer with an Image of the Original Check, a paper reproduction of the Original Check, or a Substitute Check (as defined in the Check 21 Act). Customer will reimburse the Bank for all losses, costs, damages, or expenses caused by or relating to the processing of the returned item. Without the Bank’s approval, Customer shall not attempt to deposit or otherwise negotiate an Original Check or any copy of an Original Check (including a Substitute Check) if the Original Check has been charged back to Customer.

The Bank may debit any of Customer’s Accounts to obtain payment for any item 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.

Warranties Regarding Original Checks and Images. Customer makes the following warranties and representations with respect to each Image and the related Original Check deposited using Mobile Check Deposit:

- The Original Check and Image are payable to Customer in US dollars;
- The Original Check and Image are drawn on a US financial institution;
- The Original Check and Image do not bear any evidence of alteration and Customer does not know or have reason to believe that the Original Check or Image has been altered since the time the drawer presented the Original Check to Customer;
- All signatures on the Original Check and Image are authentic and authorized;
- The Original Check and Image are not counterfeit and, except for the Image submitted through the Mobile Check Deposit, neither the Original Check nor the Image has been duplicated or copied;
- Each Original Check and Image bears all endorsements necessary for the paying bank to properly pay the Original Check or Image;
- Each Image is a true and accurate rendition of the front and back of the related Original Check, without any alteration, and the drawer of the Original Check has no defense against payment of the Original Check or Image;
- Each Original Check and Image meets all Applicable Standards;
- Each Original Check and Image contains all MICR line information required for a Substitute Check;
- The amount, payee(s), signature(s), and endorsement(s) on the Original Check and Image are legible, genuine,

and accurate;

- Customer will not deposit or otherwise endorse to a third party the Original Check or any Image or other copy of the Original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Original Check or a paper or electronic representation of the Original Check such that the person will be asked to make payment based on an Original Check or Image that has already been paid;
- The Original Check was authorized by the drawer in the amount stated on the Image and to the payee(s) stated on the Image;
- Customer is authorized to enforce, collect and obtain payment for the Original Check and Image;
- Customer has handled the Original Check and Image in accordance with all Applicable Law; and
- Customer has possession of the Original Check and no party will submit the Original Check or any Image or other copy of it for payment.

Additionally, with respect to each Image deposited through Mobile Check Deposit, Customer makes to the Bank all representations and warranties that the Bank makes or is deemed to make to any party pursuant to Applicable Law. Customer agrees that files and Images transmitted to the Bank will not contain any viruses or any other disabling features that may have an adverse impact on its network, data, or related systems.

General Warranties. Customer represents and warrants to the Bank that:

- Customer will use Mobile Check Deposit, any software related in any way to the Bank Mobile Check Deposit, and any other technology or products supplied by the Bank or any of its technology partners or service providers solely for lawful purposes and in compliance with all Applicable Laws, court orders, governmental agency orders, and judgments;
- No Applicable Law, court order, governmental agency order, or judgment will prohibit any transaction Customer conducts using Mobile Check Deposit; and Customer will not use Mobile Check Deposit to deposit or attempt to deposit a copy of any Substitute Check or any remotely created check without the Bank's specific written authorization.

Mobile Check Deposit Unavailability. Mobile Check Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider or cellular service provider. Customer agrees to have a contingency plan for the deposit of Original Checks in the event that Mobile Check Deposit is unavailable. In the event that Mobile Check Deposit is unavailable, Customer may deposit Original Checks at the Bank branches, subject to the terms of Customer's Account Agreement. The Bank is not liable for delays resulting from the unavailability of Mobile Check Deposit. Customer agrees to promptly notify the Bank by phone at 1-563-263-3131 if Mobile Check Deposit is unavailable or if there have been any interruptions in the availability of Mobile Check Deposit.

Funds Availability. The funds for Original Checks deposited through Mobile Check Deposit may not be immediately available to Customer. Customer understands and agrees that the Bank shall not be deemed to have received a Mobile Check Deposit until the Bank notifies Customer via on-screen messaging and/or e-mail that the Mobile Check Deposit was received. Except as otherwise provided in this Agreement or the Account Agreement, the place of deposit shall be the Bank's main branch in Muscatine, Iowa.

Confidential and Proprietary Information. Customer acknowledges that Mobile Check Deposit, any databases and any proprietary data, processes, methods, information or documentation disclosed or made available to Customer are the exclusive and confidential property of the Bank or its technology partners and other service providers. In addition, Customer agrees to not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. The Bank and its technology partners, inclusive of, but not limited to, Jack Henry & Associates, Enterprise Payment Solutions and Remote Deposit Anywhere ("RDA"), retain all rights, title and interests in and to the Services, Software and any other technology or materials made available to Customer. For purposes of this Agreement, "Software" means any of the Bank's or any of its technology partner's software used to provide the Service and any software created as a result of providing the Service.

Indemnification. Customer agrees to indemnify the Bank, its affiliates, and its officers, agents, and employees, and hold the Bank, its affiliates, and its officers, agents, and employees harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from Customer's use of Mobile 2;

Check Deposit or Customer's breach of this Agreement. Customer understands and agrees that this paragraph shall survive the termination of this Agreement. Customer understands and agrees that Customer is required to indemnify the Bank's technology partners, including but not limited to, Jack Henry & Associates, Enterprise Payment Solutions and Remote Deposit Anywhere, and hold harmless Jack Henry & Associates, its affiliates, officers, employees and agents, as well as Enterprise Payment Solutions and Remote Deposit Anywhere, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to the Bank or Customer's use of the Services, Jack Henry & Associates, Enterprise Payment Solutions and Remote Deposit Anywhere Applications, unless such claim directly results from an action or omission made by Jack Henry & Associates, Enterprise Payment Solutions or Remote Deposit Anywhere in bad faith. Customer understands and agrees that this paragraph shall survive the termination of this Agreement.

For purposes of this Agreement, "Applications" shall mean the downloadable application that will allow you to upload Original Checks.

DISCLAIMER OF WARRANTIES. CUSTOMER AGREES THAT THE USE OF ANY REMOTE DEPOSIT SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT CUSTOMER'S OWN RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE BANK DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE BANK MAKES NO WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. THE BANK MAKES NO WARRANTY THAT THE RESULTS OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN MOBILE CHECK DEPOSIT OR ANY RELATED TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. CUSTOMER AGREES THAT THE BANK WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY CUSTOMER OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Responsibility for Expenses. Customer is solely responsible for any expenses related to imaging Original Checks, accessing Mobile Check Deposit, and maintaining Customer's Mobile Device. Customer is responsible for the payment of all telecommunication costs associated with using Mobile Check Deposit, and the Bank will not be responsible for providing, servicing, repairing, or replacing any Mobile Device.

Suspension of Mobile Check Deposit, Termination of Agreement. Either Customer or the Bank may terminate this Agreement upon five days advance written notice to the other. Additionally, the Bank may terminate this Agreement at any time without advance notice if Customer is in default under this Agreement, if the Bank reasonably believes Customer has used Mobile Check Deposit in violation of this Agreement or Applicable Law, if the Bank reasonably believes that Customer has used Mobile Check Deposit in a manner not specifically permitted in the Agreement. This Agreement will automatically terminate if Customer does not maintain an

Account at The Bank, delete the Bank's mobile application from Customer's Mobile Device, or if Customer is not enrolled in Internet banking or mobile banking. Upon termination of the Agreement, Customer will no longer be able to use Mobile Check Deposit. However, termination of this Agreement will not affect Customer's obligations under this Agreement, even if the Bank allows a transaction to be completed after the termination of this Agreement. Furthermore, the Bank may suspend Customer's use of Mobile Check Deposit without terminating this Agreement if it reasonably suspects that Customer has violated the Agreement or Applicable Law or has used Mobile Check Deposit in a manner not specifically permitted in the Agreement. If the Bank suspends Customer's use of Mobile Check Deposit, the Bank will/may allow continued use of Mobile Check Deposit if the Bank determines that Customer has not violated the Agreement or Applicable Law.

Amendment of Agreement. The Bank may change any term of this Agreement at any time. The Bank will notify Customer of any change in accordance with this Agreement. To the extent required by law, the Bank will provide advance notice of a change. Customer will be deemed to accept a change to this Agreement if Customer continues to use Mobile Check Deposit after notice of the change.

Notices. All notices that the Bank is required or permitted to provide to Customer under this Agreement will be in writing,

will be effective upon sending unless otherwise specified in the notice, and shall be delivered to Customer's last known address as set forth in the Bank's records. All notices that Customer is required or permitted to provide to the Bank under this Agreement will be in writing, will be effective upon receipt, and shall be delivered to CBI Bank & Trust, 301 Iowa Avenue, Muscatine, Iowa 52761.

Severability. To the extent permitted by applicable law, the Bank and Customer each hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

Entire Agreement. This Agreement, including Exhibit A, and the Account Agreement embody the entire agreement between the Bank and Customer with regard to Mobile Check Deposit. Any oral agreements, promises, negotiations, or representations not expressly set forth in this Agreement or the Account Agreement are of no force or effect. To the extent that this Agreement and any Account Agreement are inconsistent, this Agreement shall control to the extent of the inconsistency.

No Waiver. No waiver of the performance or breach of, or default under, any condition or obligation in this Agreement will be deemed to be a waiver of any other performance, or breach or any other condition or obligation of this Agreement.

Governing Law. This Agreement is governed by, and shall be construed in accordance with the laws of the State of Iowa without regard to the conflict of laws principles thereof.

Jury Waiver. Customer and the Bank each knowingly and voluntarily waive any right to trial by jury in any litigation regarding Mobile Check Deposit or this Agreement.

Exhibit A Schedule of Fee and Charges

The Bank does not currently charge for use of Mobile Check Deposit. Please refer to your Account Agreement and the Schedule of Fees for any additional charges associated with your account. Data or usage charges may apply from your mobile device carrier.

DIGITAL BANKING TERMS OF USE

Jack Henry & Associates, Inc. ("JH", "our", "we" or "us") is the primary service provider for this online banking platform and mobile device application (the "App") (collectively the "Service"). JH is not the provider of any financial services available to you through the Service, and JH is not responsible for any of the materials, information, or services made available to you through the Service.

By enrolling in or using the Service to access your account at your financial institution (the "Account"), you consent to these terms of use (the "Terms"), which are subject to periodic updates. The Terms are between JH and you, the end user. You agree that JH may notify you of any changes to the Terms through a communication or message through the Service, which will amend and replace the Terms upon your electronic acceptance.

If you are using the Service on behalf of a company or other organization, such company or organization will also be considered a party to the Terms, and you represent and warrant that you have the authority to bind such company or organization to the Terms.

THE TERMS CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 15 THAT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS YOUR CLASS ACTION RIGHTS AND THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM JH.

- a. Source of Information. At your request, the Service will retrieve information from your financial institution, including transaction-related information ("Account Information"). By submitting such information to the Service, you represent that you are entitled to control the Account and submit such Account Information to the Service.
- b. Accuracy. You are responsible for providing JH with accurate and updated (as necessary) account numbers, usernames, passwords, PINs, and other log-in related information ("Registration Information") so that the Service may access your Account Information. JH will not be liable for any typographical, keystroke, or other error made by you, including any error caused by "pre-filling" or automated entry done on your behalf on a device.
- c. Confidentiality. If you use the Service, you are responsible for (i) maintaining the confidentiality of your Account and Registration Information; and (ii) restricting access to your Account on your device. You agree to accept responsibility for all activities that occur under your Account or password.

2. Application of Privacy Laws.

- a. Scope of the Service. JH acts as a processor or service provider, as such terms are defined under applicable privacy laws, to your financial institution which is the controller of your personal information and is primarily responsible for handling requests related to your personal information. JH will cooperate with any privacy rights requests JH receives from your financial institution. If you use the Service to engage in transactions with other third parties, the privacy statement of any such third party will govern the use of your personal information by the third party. If you are a business subscriber of the Service, business-to-business exceptions in certain privacy laws may apply to your information.
- b. Your Rights. Under applicable privacy laws, you may have certain rights such as the right to access your personal information, to have your personal information deleted, and to opt-out of certain processing, sales, or sharing of personal information. Your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services, including such information that may be gathered through the Service, such as Account Information and Registration Information. Please see your financial institution's privacy policy if you wish to make any requests under these rights.
- c. Telecommunication Providers. The use of the Service involves the electronic transmission of personal financial information across the networks of your telecommunications provider, and such use is governed by its privacy and security practices. JH does not operate or control the telecommunications networks used by you to access the Service. You are responsible for any fees assessed by your telecommunications provider during your use of the Service.

3. Rights you Grant to JH.

- a. Your Data. You grant JH a perpetual, irrevocable, non-exclusive, sublicensable, transferable, and royalty-free right to use, store, copy, and transmit (i) the data you submit to the Service, including passwords, Account Information, and Registration Information; and (ii) the data and information gathered and collected by JH through the Service about you, your device, system and application software, and peripherals, to provide the Service, facilitate the provision of software updates, product support, product enhancements, and other services (if any) related to the Service. JH may use this information, if it is anonymized, to enhance its offerings, improve its products, or develop new or additional services or technologies.
- b. Chat Feature. When using the Service, you may choose to use a chat feature to communicate with a support representative at your financial institution. These chat sessions are recorded, and the recordings may be used as described herein. BY ACCESSING OR USING THE CHAT FEATURE IN THE SERVICE, YOU AFFIRMATIVELY CONSENT TO THE RECORDING OF THE CHAT SESSION TRANSCRIPT BY JH AND TO THE USE OF JH'S INTERNAL COOKIES FOR ANALYTIC PURPOSES. CHAT SESSION TRANSCRIPTS MAY BE SHARED WITH JH'S SERVICE PROVIDERS BUT USED SOLELY FOR THE PURPOSES OF PROVIDING OUR SERVICES. If enabled by your financial institution, the chat feature may be supported by artificial intelligence technology.
- c. Third-party Sites. When you use the "Add Accounts" feature of the Service to connect the Service to a third-party site or enable external transfers to or from the Service, your Account will be directly connected to your designated third-party site. JH will submit information, including usernames and passwords that you provide to log you into the third-party site. You authorize and permit JH to use and store the information submitted by you (such as account passwords and usernames) to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when JH is accessing and retrieving Account Information from the third-party sites, JH is acting on your behalf and not on behalf of the third party. Because you requested the connection to the third-party site and consented to share your personal information with such third-party, you agree that JH will have no liability for your use of the third-party sites or the Service.
- d. Unauthorized access or use. You will immediately notify your financial institution of any breach of security or unauthorized use of your Account. JH will not be liable for any losses or other damage caused by any unauthorized use of your Account. If JH becomes aware of unauthorized use of your Account, JH may disable your Account, and any access to data in your Account at any time, in our sole discretion.

- 4. Location-based Data, Telephone Information and Camera. You understand that when you enable and use any location-based feature, your geographic location and other device information is accessible by the Service. If you disable location-based services, features on the Service that use your location may not work until you re-enable location-based services. If you do

grant permission for the Service to access a camera, photos, media or other files on your device, you are agreeing to allow JH to use your information to fulfill your requested action, such as adding an image to a transaction, capturing images of a check that is being deposited, attaching a document to a chat in the chat feature, or adding a photograph to your profile.

5. Subscription.

a. JH's Rights. You acknowledge and agree that JH is the owner of all right, title, and interest in the online and/or mobile technology solutions made available to you in the Service, including but not limited to any downloaded software and the computer programs contained in the Service, as well as any accompanying user documentation, and all subsequent copies, updates, or versions, regardless of the media or form in which they may exist. The Terms will govern any updates to the Service.

b. Your Rights. Subject to the Terms, JH grants you a subscription to use the Service in accordance with the Terms and for the sole purpose of enabling you to use your financial institution's services made available via the Service. This is not a sale or license of the Service. All rights not expressly granted to you by the Terms are reserved by JH. Nothing in the Terms will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Service from JH.

6. Subscription Restrictions.

a. You will not: (i) modify, revise or create any derivative works of the Service; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Service; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Service; (iv) engage in any screen scraping or data mining of the Service; (v) identify JH or display any JH content or any portion of the Service on any site or app, without our permission; (vi) remove or alter any proprietary notices, legends, symbols, or labels in the Service, including, but not limited to, any trademark, logo, or copyright; (vii) use the Service in such a manner as to gain unauthorized entry or access to computer systems; (viii) use the Service in any way that would be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (ix) introduce viruses, spyware, malware, or other malicious code to the Service or interfere with the integrity or security of the Service or use any computer code, "robot," "bot," "spider," "scraper," or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy data or content found on the Service or accessed through the Service, without JH's prior written permission; or (x) use the Service for benchmarking purposes, use another Service user's account, or use the Service to develop any competing product or service.

b. Compliance with Applicable Laws. You agree to use the Service in compliance with applicable laws and for your own personal use only, or, if you are a subscriber of the Service as a business or organization, only for your use on behalf of your business or organization for its internal business purposes.

c. Minimum Age Requirements. If you are under the age of 13, as restricted by the Children's Online Privacy Protection Rule, or another such age as restricted by applicable law, you are not permitted to use the Service. If you authorize JH to grant your child 13 or over, or above such other age, to use or access the Service, you acknowledge and agree that the Terms, and any terms governing third-party integrations, will apply to your child. You further agree and accept full responsibility for your child's use of the Service, including any liability that he or she may incur in connection with their use of the Service.

7. Service-related Alerts. As a part of the Service, you consent to receive all legally required notifications via electronic means. You may withdraw your consent to receive future notices in electronic form. You have the option of adding a mobile telephone number to your Account. If you opt for Service-related alerts via SMS text alerts or telephone, you are certifying that you are the account holder for the mobile phone account or have the account holder's permission to use the mobile phone number for the Service. By use of the Service, you acknowledge that Service-related communications, alerts, or notifications may be sent by JH and received by you electronically, including, but not limited to, through email, mobile text messaging, or mobile push notifications, during any part of the day, including outside of normal business hours and between the hours of 9 p.m. and 8 a.m. local time. JH is not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or a third party in reliance on an alert. You agree that JH will have no liability related to electronic communications, alerts, or notifications that are sent or received through your use of the Service.

8. Mobile Devices. To use the App, you must have a mobile device with internet access and/or wireless cellular service that you are authorized to use and that is compatible with the App. The Service may not be available through all mobile service providers, and some smartphones and other wireless devices may not be supported. JH does not warrant that the Service will be compatible with your mobile device. The technical standards required to send and receive information, including SMS text capability and access to the internet, may vary among the types of mobile devices and telecommunications providers that support the Service, and may be updated from time to time by the providers. You understand and agree that the telecommunication providers may modify the supported mobile devices and/or the technical standards at any time, without prior notice, and JH will not be liable to you for your failure to access or use the App due to any such modifications. You are solely responsible for satisfying these technical standards, maintaining the compatibility of the mobile device with the App, 26

and compliance with all rules and regulations of your mobile service provider and the mobile app store from which you download the App. a. Mobile Operating System Providers.

i. Apple. If you download the App from the Apple App Store, you acknowledge and agree that the agreement is solely between you and JH, not Apple, Inc. ("Apple") and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the Apple Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by the Terms and any law applicable to JH as provider of the App. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the Terms and any law applicable to us as provider of the Service. You acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, JH, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms. You and JH acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms as relates to your license of the App and compliance with the terms and rules of the Apple App Store, and that, upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as relates to your license of the App against you as a third-party beneficiary.

ii. Google Play Store. If you download the App from the Google Play Store: (i) you acknowledge that the Terms are between you and JH only, and not with Google, Inc. ("Google"); (ii) your use of App must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the App; (iv) JH, and not Google, is solely responsible for the App; (v) Google has no obligation or liability to you with respect to the App or the Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Terms as it relates to the App.

9. Suspension; Termination; Effect of Termination.

a. JH may suspend your subscription to use the Service at any time for any reason, including as may be required by applicable law, any potential security threat, or fraud. Upon suspension, you will no longer have access to the Service.

b. This subscription may be terminated at any time by you or JH. You may elect to terminate the subscription by contacting your financial institution. If you violate any of your obligations under the Terms, your permission to use the Service automatically terminates. Upon termination, you will (i) no longer have access to the Service; and (ii) destroy all copies of your Account Information, Registration Information, and any information obtained from the Service.

10. Translation. JH is not responsible for translating the Terms or any information contained within the Service to any other language. Translations of the Service and the Terms that may be provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language. To the extent the Service is available in a language other than the English language, JH is not responsible for any third-party translating services whatsoever including, but not limited to, the accuracy of the translation, translations which are not stylistically satisfactory, translations which involve the use of an artificial intelligence service, or your understanding of the translated content or financial loss resulting therefrom. A sworn translator does not certify translations of the Terms.

11. Links to Third-Party Sites. The Service may contain hyperlinks to websites operated by parties other than JH or its affiliates. Such hyperlinks are provided for your reference only. JH does not control such websites and is not responsible for their content. If JH posts hyperlinks to other websites, this does not mean that JH endorses the material on such websites or associate us with their operators. Your access to and use of such websites, including information, material, products, and services on such website, is solely at your own risk.

12. Disclaimer of Warranty. THE SERVICE AND THE APP ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE OR THE APP WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE OR THE APP WILL BE UNINTERRUPTED OR ERROR FREE. YOUR USE OF THE SERVICE, THE APP AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES; THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL JH BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, JH'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR THE APP WILL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

14. Analytics. To assist JH in maintaining and improving the Service, JH uses multiple analytics and logging platforms to gather information about your usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use. This information will help JH improve the performance of the Service for you.

15. Dispute Resolution. You agree that: (i) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Service, the App, or the Terms will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (ii) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) The arbitration will be held at the AAA regional office nearest to you; (iv) The arbitrator's decision will be controlled by the terms and conditions of the Terms; (v) The arbitrator will apply Missouri law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (vi) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator will not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) The arbitrator will not have the power to award punitive damages against any party; (viii) If the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, JH retains the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, JH retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.

16. Miscellaneous. The Terms constitute the entire agreement between you and JH concerning the subject matter hereof. The Terms will be governed by and construed in accordance with the laws of the State of Missouri, excluding that body of laws pertaining to conflict of laws. If any provision or portion of the Terms is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. Failure by JH to insist upon strict enforcement of any provision of the Terms will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the App, or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such extent, the subject provisions will not apply to you. The Terms and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly waived and excluded.