

# ELECTRONIC BANKING AGREEMENT

This Electronic Banking Agreement (this "Agreement") describes your rights and obligations as a user of Electronic Banking. It also describes our rights and obligations with respect to Electronic Banking. Please read this Agreement carefully. By pressing the "I Accept" button below, you agree to comply with and be bound by the terms and conditions of this Agreement, and you acknowledge your receipt and understanding of this Agreement.

## I. Agreement

The terms and conditions of the Supplemental Agreements shall apply to Electronic Banking. If there is a conflict between the Supplemental Agreements and this Agreement with respect to Electronic Banking, this Agreement shall control. If there is a conflict between the Supplemental Agreements and this Agreement regarding any other aspect of your Accounts, the Supplemental Agreements shall control. Your use of Electronic Banking is your acknowledgment that you have received the Supplemental Agreements and intend to be bound by them. You should review other charges that may be imposed for Transactions listed in the Fee Schedule.

This Agreement is subject to applicable federal laws and the laws of the state in which your principal place of business is located (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable, all remaining provisions will continue in full force and effect. The headings in this Agreement do not govern the interpretation of the provisions, but are included for convenience or reference only. Any waiver (expressed or implied) by either you or us of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon you and us and our respective heirs, fiduciaries, successors, and assigns. Certain of the obligations imposed on you and us will, by their nature, continue beyond termination, cancellation, or expiration of this Agreement. This Agreement, the Electronic Banking Application, the Supplemental Agreements, and the Fee Schedule constitute the entire agreement between you and us with respect to Electronic Banking and there are no understandings or agreements relative to Electronic Banking that are not fully expressed in the foregoing documents.

## II. Terms and Conditions Applicable to Electronic Banking

The provisions of this Section II apply to Online Banking, Telephone Banking, Online Bill Payment, Mobile Banking, Mobile Deposit Capture and Mobile Bill Payment.

### Definitions Applicable to Electronic Banking

The following capitalized terms have the meanings set forth below:

*Access Information* means the username and password we will provide to you when you submit your enrollment for the Online Banking service and the username and password you select when prompted the first time you log in to Online Banking. It also includes any temporary Electronic Banking Personal Identification Number (PIN) assigned to you and any PIN you choose for the FCB Telephone Banking service or to verify your identity along with additional multifactor authentication.

*Accounts* mean all of your FCB deposit accounts, including your Online Accounts and your Pay from Account.

*Account Documents* means the account agreements, all terms and conditions, the Fee Schedule, and all other disclosures you were given when you opened your Accounts, including, by way of example, the disclosures required by the Electronic Fund Transfer Act and its implementing Regulation E, and our Privacy Policy.

*Business Day* means every day other than Saturday, Sunday, and those days on which financial institutions in the State of Illinois and the State of Missouri are required or permitted by law to be closed.

*Compliant Equipment* means a computer (a) on which is installed (i) a currently supported and updated internet browser that supports Transport Layer Security (TLS) version 1.2 or higher, such as Microsoft Edge, Google Chrome, Mozilla Firefox, or Safari and (ii) an up-to-date version of Adobe Acrobat® Reader, (b) which has a functioning Internet connection, and (c) on or from which you can securely save or print Electronic Disclosures.

*Device* means a supportable mobile device including a cellular phone or smart phone that is web-enabled and capable of receiving text messages.

*Electronic Banking* means any Online Banking Service including Telephone Banking, Online Bill Payment, Mobile Banking, and Mobile Bill Payment services.

*Electronic Banking Password* is the secure password assigned to you for the use of any Electronic Banking Service or to verify your identity along with additional multifactor authentication.

*Electronic Disclosures* means electronic versions of this Agreement, any Changes to this Agreement, Periodic Statements, Account Documents, and all notices, messages, correspondence, and disclosures we are required to provide to you under this Agreement, the Supplemental Agreements, and/or applicable law.

*Email Address* means the address you provide to us when you enroll in Electronic Banking (or any additional email address that you assign to your Electronic Banking services) and to which we will send Electronic Disclosures.

*E-Statements* mean Periodic Statements we will provide to you if you agree to receive such statements in electronic form as indicated by your acceptance of the E-Statement terms and conditions.

*Force Majeure* means the occurrence of circumstances beyond our control (such as fire, flood, power outage, equipment or technical failures or breakdown, or the unauthorized actions of any person) which prevent you from using Electronic Banking or us from completing a transaction despite reasonable precautions that we have taken.

*Fee Schedule* means the schedule of fees and charges applicable to our deposit products that you were given when you opened your Accounts, as it may be changed from time to time.

*Mobile Banking* is the cellular based service that provides access to your Online Accounts.

*Mobile Deposit Capture* is a cellular based service that allows customers to take a picture of check(s), and transmit the check image(s) to the bank for deposit.

*Online Accounts* means all of your Accounts from which you will initiate Transactions using Electronic Banking services.

*Online Banking* is the Internet-based service that provides access to your Online Accounts.

*Online Bill Payment/Mobile Bill Payment* is the service that permits you to pay amounts you owe Payees from your Pay from Account.

*PIN* is a personal identification number allocated to an individual and used to validate electronic transactions utilizing FCB's Telephone Banking

*Periodic Statement* means each statement we must make available to you under applicable law that identifies Transactions on your Accounts.

*Supplemental Agreements* means the Account Documents, the Loan Agreements, and all of your other agreements with us.

*Telephone Banking* is the telephone-based service that provides access to your Accounts.

*Time of day* references are: Central Standard Time or Central Daylight Time, as applicable.

*Transaction* means an instruction given to us through Electronic Banking to transfer funds to or from your Online Accounts.

*We, us, or our* refers to FCB Banks (FCB).

*You or your* refers to the Person who electronically signs the Agreement.

## **Procedure to Enroll in Electronic Banking**

### **Online Banking and Online Bill Payment Activation**

To enroll in Online Banking, click on the **"I Accept" button** that is located beneath the window in which this Agreement

is displayed.

## 1. Use of Your Online Banking Username and Password

You will gain access to Online Banking and Online Bill Payment through the use of your Compliant Equipment and your Access Information. When you log on to Online Banking the first time, you will be required to change your Access Information. **When you change your Access Information, you will need to remember it because we will not be informed of your password.**

You agree that we are authorized to process Transactions initiated by the use of your Access Information. You agree not to allow any other Person to gain access to Online Banking or Online Bill Payment or provide them your Access Information. If you, or someone else, use incorrect Access Information three times in an effort to access Online Banking during the same session, you must select, "Forgot Your Password?" link to obtain a new temporary password. This temporary password will be emailed to the email address that we have on file provided by you to FCB Banks. This temporary password will expire after 30 minutes upon receipt in your email inbox. You agree that you are responsible for all Transactions, subject to any limitations imposed by applicable law.

## Telephone Banking

### Telephone Banking Activation

You will need to enroll in Telephone Banking by signing the Electronic Consumer Banking Application available at any of our branch locations. **You may not enroll in Telephone Banking through Online Banking.** After you enroll in Telephone Banking, we will give you a temporary Personal Identification number to be used the first time you access Telephone Banking.

#### 1. First Time Access to Telephone Banking

When you make your first call to the Telephone Banking service, you will be required to change your PIN. FCB employees will not have access to your new Telephone Banking PIN; you will need to remember it.

#### 2. Use of Telephone Banking

You will gain access to Telephone Banking through the use of your Personal Identification Number and providing any of your Account numbers when you call. You agree that we are authorized to process transactions authorized by use of your Telephone Banking Pin. You agree not to allow anyone to gain access to Telephone Banking by providing them your PIN. You agree to assume responsibility for all Transactions, subject to any limitations imposed by applicable law as set forth in Section entitled "Stolen Access Information or PIN" below.

## Mobile Banking, Mobile Deposit Capture and Mobile Bill Payment

### Mobile Banking, Mobile Deposit Capture and Mobile Bill Payment Activation

To enroll in Mobile Banking and Mobile Bill Payment **you must first be enrolled in Online Banking and Online Bill Payment.** Within Online Banking choose the Options menu and input your mobile telephone number in the Mobile Banking section. By clicking on the accept button in the Mobile Banking section you give your consent to agree to the terms and conditions of this Agreement, the Mobile Banking Terms and Conditions and the Bill Payment Service Terms and Conditions. Mobile Deposit Capture is available to customers currently enrolled in Mobile Banking (*message and data rates may apply*). Some FCB Banks products may not be eligible for Mobile Deposit Capture. The Restrictive Endorsement Requirement requires all items submitted through Mobile Deposit Capture to include **"For Mobile Deposit FCB Banks"** along with proper endorsement.

#### 1. Use of your Mobile Banking Password

You will gain access to Mobile Banking through the use of your Compliant Equipment and your Access information. Your Password will be the same as your Online Banking Password. You agree that we are authorized to process Transactions initiated by the use of your Access information. You agree not to allow any other Person to gain access to Mobile Banking or provide them your Access information. You agree that you are responsible for all Transactions, subject to any limitations imposed by applicable law, as set forth in this section.

## **Mobile Banking**

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider. This Agreement does not amend or supersede any of those restriction which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for uses of or interactions with Mobile Banking), and you agree to be solely responsible for all such fees, limitations, and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

### **1. Consent**

By enrolling in the Mobile Banking service, you understand that you are providing consent to permit us to contact you via your mobile device for account alerts, servicing, marketing and fraud prevention purposes, and any other purposes as provided in this Agreement or under other applicable Bank agreements. You also understand that by selecting the optional Mobile Banking services, you are agreeing that we may transmit communications that contain certain information and alerts about the accounts you selected that you access via the web browser on your mobile device, through an application downloaded to your specified mobile device, and/or, if available, by SMS text messages directly to your specified mobile device. *(Standard text messaging and data usage may apply)*

### **Authorization to Obtain Identity Information**

When you electronically sign this Agreement, you will have authorized us to verify your identity as we are required to do under applicable law, including the USA PATRIOT Act. Your enrollment in Electronic Banking may not be approved if we cannot verify your identity.

### **Compliant Equipment/Devices**

You represent and warrant to us that on the date you enroll in Online Banking and Mobile Banking and for as long as you continue to be a customer of such services, you (a) have access to Compliant Equipment/Devices, and (b) are responsible for obtaining, installing, maintaining, and operating your Compliant Equipment/Devices. We will not be responsible for loss of access device, non-mobile access outside of the phone carrier's coverage area, dropped calls, mobile access removed by carrier, any errors or failures from the malfunction or failure of your Compliant Equipment/Devices.

### **Links to Other Sites/Weblinking**

FCB Bank's website contains a variety of web links to third-party websites. These links are provided as convenience to you and such third-party websites are not under FCB Banks control. FCB Banks makes no representations or warranties as to the accuracy and information on or from other websites. Please be advised that the privacy policy and security policy of third-party linked websites are not that of FCB Banks. You waive any and all claims you may have against us, our directors, officers, employees, agents, and service providers, related in any way to use of third-party websites.

### **Agreements Regarding Electronic Disclosures**

In the future, we may deliver amendments to this Agreement. With your acceptance to this agreement, you agree to accept Electronic Banking related disclosures in an electronic format. You also agree that you have the necessary equipment for accessing the service and for viewing electronic disclosures. From time to time, you may ask us to send you paper copies of Electronic Disclosures by U.S. Mail or by contacting us using any of the means identified in Section IV. The fee for complying with each such request is set forth in the Fee Schedule.

If you wish to terminate your agreement to receive Electronic Disclosures in electronic form, you must contact us using any of the means identified in Section IV.

### **What You Can Do**

The following Transactions may be performed using Electronic Banking:

#### **1. Transfer Funds**

You may use Online Banking, Telephone Banking, and Mobile Banking to perform internal funds transfers from your Online Accounts to other accounts we hold for you. You may transfer funds from your Online Accounts to make loan payments. If any Online Account is a savings or money market account, there are restrictions on the number and frequency of transactions (fees may apply) from such Online Accounts. Please refer to your Account Documents with respect to your savings and money market Online Accounts for more detailed information on applicable limitations and restrictions.

## 2. Make Account Inquiries

You may use Electronic Banking Services to check current balance and other information about your Accounts.

## 3. Request Stop Payments (Fees apply)

You may use Online Banking and Telephone Banking to place a stop payment order on items drawn on any of your Accounts. A stop payment order is a formal request to stop the payment of a paper check or series of checks, or an electronic payment (ACH/Debit). **You may not place a stop payment on a debit card transaction through any Online banking service.**

By instructing us to stop payment on any transaction(s), you agree to hold us (and our directors, officers, employees, agents, and service providers) harmless against any and all loss, claims, damages, and costs, including court costs and attorney's fees, that we may suffer or incur by reason of non-payment of the transaction(s) if presented prior to withdrawal of the instructions or expiration thereof. To be effective, the stop payment request must be received at least three (3) business days before a scheduled debit(s) or in time to give us reasonable time to act upon it. The request must provide the correct information related to the transaction(s) for us to identify the item(s). Failure to provide such information may result in the payment of the item(s). You agree to hold harmless and indemnify us (and our directors, officers, employees, agents, and service providers) for all expenses, costs and damages incurred by the payment of the stopped item if the payment is the result of failure by the account holder to meet the time requirements, or if the payment is the result of failure by the account holder to provide all necessary information of the item completely, accurately and correctly.

## 4. Pay Bills (Fees may apply) (Use of Service Requires 18 years or older)

Within Online Banking you may enroll in FCB's Bill Payment service that will permit you to pay bills from your specified accounts in online banking. Bill Payment also allows for person to person payments (Zelle) providing a quick, easy and electronic way to pay friends and family members securely. You can send, receive or request money. Applicable fees may apply. Use of these services may be limited by age restrictions.

## 5. Order Checks

You may order checks for any of your Accounts from which funds may be withdrawn by check, via Online Banking, and Telephone Banking. Your account will be charged according to the type and style of checks ordered.

## 6. Set up account Alerts

You may use Online Banking and Mobile Banking to receive pre-set alerts via your email address or online message box. *(Standard text messaging and Data usage may apply.)*

## Training

To help familiarize you with the Electronic Banking Services, online "demos" are available at [fcbbanks.com](http://fcbbanks.com).

## Hours of Operation

Electronic Banking is available 24 hours a day, seven days a week, except during special maintenance periods and Force Majeure Events. The schedule below indicates when transactions are processed.

Online Banking transactions by 5:00 pm CST	Same business day
Online Banking transactions after 5:00 pm CST	Next business day
Mobile Deposits by 5:00 pm CST	Same business day
Mobile Deposited after 5:00 pm CST	Next business day

Bill Payments before 9:00 pm CST	Same business day
Bill Payments after 9:00 pm CST	Next business day
Overnight payments initiated after 1:00 pm CST	Next business day

Transactions on non-business days will process on the next business day. Non-business days are Saturdays, Sundays and Bank Holidays.

## **Compromised Online Banking Credentials**

If you believe your Username or Password for online banking has been compromised, notify us immediately at 1-866-323-4322 (4FCB). Telephoning us is the best way of minimizing your losses.

## **General Terms**

### **1. Changes and Termination of Agreement**

We reserve the right to implement Changes from time to time. When we make a Change, we will make an Electronic Disclosure available to you by sending an email to the email address we have on file. You will be notified at least 30 days in advance of the effective date of any Changes that impose additional fees for Transactions; stricter limits on the type, amount, or frequency of Transactions; or any increase in your responsibility for unauthorized Transactions. If a Change is necessary to maintain the security of Electronic Banking, we may implement such Change immediately and if we do, we will send you notice of the Change promptly after we have implemented it. If you access Electronic Banking after the effective date of a Change, you will be deemed to have agreed to the Change. If you do not agree with a Change, you may contact us to terminate your participation in Electronic Banking.

### **2. Periodic Statements; Errors and Questions (Error Provisions Applicable to Consumer Accounts Only)**

We will make Periodic Statements available to you either monthly or quarterly, depending on the type of Account as specified in the applicable Account Documents.

If your Periodic Statement shows transactions that you did not make, notify us immediately. If you do not notify us within 60 calendar days after the periodic statement was sent, you may not recover any funds you lose after the 60 days if we can show that we could have prevented such losses if you had notified us in time. You may notify us of errors using the procedures set forth in the Account Documents, or you may contact us by any means identified in Section IV. A customer service representative will respond promptly.

You agree that we may respond to you by electronic mail with regard to any claim of unauthorized Transactions initiated using Electronic Banking. Any such electronic mail we send you shall be considered received not later than three days after the date we send it to you, regardless of whether or not you sign on to Electronic Banking in that time frame.

## **Our Responsibility to You**

We will be responsible for your actual losses if they were directly caused by our failure to:

- Complete a Transaction as properly requested.
- Cancel a Transaction as properly requested.

We will not be responsible for your losses if:

- Through no fault of ours, you do not have sufficient funds in your Online Accounts to complete a Transaction.
- Through no fault of ours, the Transaction would have caused you to exceed your available credit if an overdraft line of credit is tied to the Online Account from which the Transaction is to be completed.
- A Force Majeure Event prevents us from completing a Transaction, despite reasonable precautions we have taken.
- There is a hold on your Account.
- Access to your Account is blocked in accordance with our policy.
- Your funds are subject to legal process or other encumbrance restricting transfer.
- Your Transaction authorization terminates by operation of law.



- You believe someone has accessed your Accounts without your permission and you fail to notify us immediately.
- You have not properly followed the scheduling instructions on how to initiate a Transaction.
- We have received incomplete or inaccurate information from you involving the Account or Transaction.
- We have reasonable basis for believing that unauthorized use of your Account Information has occurred or may be occurring.
- If you default under this Agreement, any Supplemental Agreement, any Loan Agreements, or any other agreement with us.
- If either you or we terminate this Agreement.
- There may be other exceptions stated in this Agreement and in our other agreements with you.

In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a Transaction, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above occur, we will assist you with reasonable efforts in taking appropriate corrective action to reprocess the Transactions that may not have been completed or to correct Transactions that were improperly completed.

### **Consumer Obligation**

FCB Banks maintains the security and integrity of its servers, software and network connections. However, any computer and /or mobile device that you use to connect to our system(s) must be seen as an integral part of the overall security of Online and Mobile Banking. It is strongly recommended that you access Online and Mobile Banking from a pc or mobile device that has Anti-Virus, Malware, and Firewall protection actively running. Any damages or claims arising from inadequate security of computers, mobile devices and/ or network equipment or software used to access Online and Mobile Banking are solely your responsibility.

FCB does not guarantee that the software provided for mobile banking will work on any device if modifications or downloads have altered or removed any of your original device settings. FCB will not be responsible for any lost or stolen personal information due to those modifications.

### **Third Party Disclosure**

We will disclose information about your Accounts or the Transactions that you make in accordance with our Privacy Statement. We are not responsible for information shared or disclosed by your mobile carrier and/or applications you have downloaded on your equipment. Any links from our Website to any website that is not owned, operated, controlled or maintained by us (a "Third-Party Site") are provided strictly for convenience. If you click a link for a Third-Party Site, you will leave our Website and enter an external website owned, operated, controlled and/or maintained by a third party that is not affiliated with us and is solely responsible for its own contractual obligations. We do not control nor are we responsible for the content, products and/or services provided by any Third-Party Site, do not endorse or guarantee the products, information, or recommendations provided by any Third-Party Site. The privacy and information-sharing and security policies and procedures of Third-Party Sites are distinct from those of ours, and a Third-Party Site may not provide the same level of security as our Website. Accordingly, we are not responsible, and you hereby release us and our directors, officers, employees, agents, and service providers for any of your damages or losses as a result of you using any Third-Party Site.

### **Fees**

We offer the benefits and convenience of Online Banking, Telephone Banking, and Mobile Banking to you for no monthly fee. However, fees may apply for optional features and will be identified during registration for these services or during their use. We reserve the right to charge for any portion of the Electronic Banking Services as indicated in the fee schedule. Please check with your wireless carrier as standard text messaging and data usage rates may apply.

You agree that all such charges will be deducted from the Account from which a Transaction is initiated. If payment of such charges results in an Overdraft in that Account, you agree that we may transfer funds from any of your Accounts to bring the collected balance in such Account to \$0.00

### **Inactivity / Termination**

For security purposes, if you do not use Online Banking or Mobile Banking for an extended period of time, we may terminate your access, which will result in terminating your access to other Electronic Banking Services

described in this Agreement. You will not be allowed to access Online Banking or Mobile Banking until you reapply for these services as provided in Section II.

**We reserve the right to terminate this Agreement and your use of Electronic Banking in whole or in part at any time and without advance notice to you.**

To cancel your enrollment in Electronic Banking, you must contact us using any method provided in section VI. When you contact us to cancel your enrollment, please provide your name and address, the service(s) you wish to cancel, and the effective date to stop the service.

### **Exclusion of Consequential Damages and Disclaimer of Liability**

Except as expressly provided herein, we shall not be subject to, and specifically disclaim: (a) any other obligations or liabilities arising out of breach of contract or of warranty, (b) any obligations whatsoever arising from civil claims (including negligence and strict liability or arising under other theories of law with respect to goods sold or services rendered by us, or any undertakings, acts or omissions relating thereto), and (c) all consequential, incidental, and contingent damages whatsoever, including lost profits or revenues, caused by Electronic Banking or the use thereof, or arising in any way out of the installation, use or maintenance of your personal computer hardware, mobile access device, equipment, software, any internet access services, or any other goods or service provided by us under this Agreement.

### **III. Terms and Conditions Applicable to Online Bill Payment/Mobile Bill Payment (Bill Payment Services Require 18 years or older)**

Your use of or enrollment in the Online Bill Payment service constitutes your acceptance of this Electronic Banking Agreement and the Terms and Conditions of the Bill Payment Service.

In regards to payments made, initiated by you through the Bill Payment Service, any requests for monitoring multiple signatures or any dual approvals shall not apply. You agree that as to any items as to which we have no opportunity to examine signatures you release us from any previous requests or requirement of multiple signatures or dual approvals for any transaction.

### **IV. Terms and Conditions Applicable to Account Alerts**

**Alerts.** Your enrollment in FCB Banks Online Banking and/or Mobile Banking (the "Service") includes ability to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. We reserve the right to terminate our alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your FCB Banks Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop alerts via text message, text "STOP" to 99588 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in FCB Banks Online Banking. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at 1-866-323-4322. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** We provide alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors



outside our control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold us, our directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

## **V. Terms and conditions applicable to Account to Account Transfers**

**1. Introduction.** This Account to Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and FCB Banks (hereinafter "we" or "us") in connection with the Account to Account Transfer Service (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered.

**2. Description of Account to Account Transfer Service.** The Account to Account transfer service (the "Account to Account Transfer Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

### **3. Definitions.**

- a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- c. "Affiliates" are companies related by common ownership or control.
- d. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- e. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account to Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.
- f. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- g. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- h. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.
- i. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.

**4. Service Providers.** We are offering you the Account to Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account to Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account to Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account to Account Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Account to Account Transfer Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

## 5. Authorization and Processing.

- a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  2. The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  3. The transfer is refused as described in Section 10 (Refused Transfers) below;
  4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- d. It is your responsibility to ensure the accuracy of any information that you enter into the Account to Account Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**6. Transfer Methods and Amounts.** There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. You may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Account to Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

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

**8. Stop Transfer Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Account to Account Transfer Service pursuant to Section 26 (Errors, Questions, and Complaints).

Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**9. Account to Account Transfer Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 22 (Failed or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

**10. Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

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

**12. Notices to Us Regarding the Account to Account Transfer Service.** Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must be sent by postal mail to: FCB Banks 2610 North Illinois Street Swansea IL 62226. We may also be reached at Customer Service Center 1-800-866-4322 for questions and other purposes concerning the Account to Account Transfer Service.

**13. Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Account to Account Transfer Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Account to Account Transfer Service setup or customer profile. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Account to Account Transfer Service if you withdraw your consent to receive electronic communications.

**14. Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

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

**16. Your Privacy; Privacy of Others.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Account to Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account to Account Transfer Service.

**17. Eligibility.** The Account to Account Transfer Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Account to Account Transfer Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Account to Account Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

**18. Prohibited Transfers.** The following types of transfers are prohibited through the Account to Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Transfers that violate any law, statute, ordinance or regulation; and
- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
- d. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Transfers relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

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

copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

**20. Your Liability for Unauthorized Transfers. (Provisions Applicable to Consumer Accounts Only)**

Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with FCB in the manner set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Account to Account Transfer Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period. (

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

**22. Failed or Returned Transfer Instructions.** In using the Account to Account Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

**23. Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and



email addresses. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

**24. Information Authorization.** Your enrollment in the applicable Account to Account Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Account to Account Transfer Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Account to Account Transfer Service, to authenticate you when you log in, to send you information about the Account to Account Transfer Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Account to Account Transfer Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Account to Account Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Account to Account Transfer Service.

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

**25. Account to Account Transfer Service Termination, Cancellation, or Suspension.** If you wish to cancel the Account to Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account to Account Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

**26. Errors, Questions, and Complaints.** (Provisions applicable to Consumer accounts only)

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
  - 1. Tell us your name;
  - 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,

3. Tell us the dollar amount of the suspected error.

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

**27. Intellectual Property.** All marks and logos related to the Account to Account Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Account to Account Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Account to Account Transfer Service, the portion of the Site through which the Account to Account Transfer Service is offered, the technology related to the Site and Account to Account Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Account to Account Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

**28. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Account to Account Transfer Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Account to Account Transfer Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third-party sites to the Site.

**29. Password and Security.** If you are issued or create any password or other credentials to access the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. See also Section 20 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

**30. Amendments.** We may amend this Agreement and any applicable fees and charges for the Account to Account Transfer Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Account to Account Transfer Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Account to Account Transfer Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Account to Account Transfer Service, and/or related applications and material, and limit access to only the Account to Account Transfer Service's more recent revisions, updates, upgrades or enhancements.

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

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

**33. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Account to Account Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Account to Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**34. Disputes.** In the event of a dispute regarding the Account to Account Transfer Service, you and we agree to resolve the dispute by looking to this Agreement.

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

**36. Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of law's provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 (Arbitration) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this Agreement. The United Nations Convention on Contracts for the

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

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

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

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

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

**41. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ACCOUNT TO ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT TO ACCOUNT TRANSFER SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR

ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**42. Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32- 42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to customer service personnel), the terms of the Agreement will prevail.

- VI.** If you wish to contact us, you may either
- Communicate through our web site.
  - Call 1-866-323-4322 (4FCB)
  - Write a letter and send it to the following address: FCB Banks  
Attention: Customer Service  
2610 N. Illinois St.  
Swansea, IL 62226

Each time you communicate with us, please provide your name and address.