

## **ONLINE BANKING TERMS AND CONDITIONS AGREEMENT**

This Agreement describes your rights and obligations as a user of the Online Banking Service or the Bill Payment Service ("Service" or "Services"). It also describes the rights and obligations of Benton State Bank. Please read this Agreement carefully. As an authorized account holder you must abide by the terms and conditions of this agreement, and those provided to you at account opening, in order to use this Service.

## **PERSONAL ONLINE BANKING AGREEMENT & DISCLOSURES**

This Agreement applies to your use of Personal Online Banking (the "System"), Benton State Bank's Internet banking portal, which permits you to access your accounts with us via the Internet for services selected by you and agreed upon by us. This Agreement applies to all persons that are parties to the accounts. When used in this Agreement, the terms "you" and "your" refer to each depositor on the account(s) accessible by the System, and the terms "us," "we," and "our" refer to Benton State Bank.

## **CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS**

By selecting the "**I Accept**" button below, you are (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with Benton State Bank, for the provision of certain Online Banking Services, may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the Services may also be in electronic form. You are also acknowledging receipt of the following information and agree that:

We may provide you with this Agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into and are entering into an agreement electronically that will govern all future transactions you conduct using the Service.

We may provide you revisions and amendments to the Agreement and such other information, (including but not limited to information under Regulation E and under other applicable banking or financial services laws or regulations in connection with the Service), electronically as a part of the Agreement or otherwise as a part of the Services. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Service, we only provide these documents electronically.

You have a right at any time to withdraw, without service charges, your consent to receive information electronically. However, because the Agreement and the Information are provided only in electronic format, your withdrawal of consent will terminate all the Services.

If you wish to withdraw consent to receive information electronically, to terminate the Services, or to update your information such as a change of address, or email address, you may call Benton State Bank at (608) 759-3600, or send a letter to:

Benton State Bank  
Attention: Online Banking  
P.O. Box 27  
Benton, WI 53803

You are able to access information that is provided in the same manner as the information and Services via the Internet.

## **DEFINITIONS**

The following definitions apply in this Agreement:

- ☑ Online Banking is the Internet-based service providing access to your account(s) under the terms set forth in this Internet Banking Terms and Conditions Agreement.
- ☑ Online Account is a Benton State Bank account from which you will be conducting transactions using this Service.
- ☑ Password is a series of numbers and/or letters that you select after the initial sign-on that establishes your connection to Online Banking.
- ☑ Time of Day refers to Central Standard Time (CST).

☒ Business Day refers to Monday through Thursday, 8:00 a.m. to 4:00 p.m. CST, Friday 8: a.m. to 6:00 p.m., excluding holidays as determined by Benton State Bank. All Online transaction requests received after the Business Day, or on a non-Business Day, will be processed immediately, but will not post to accounts until the following Business Day after checks processed during nightly processing.

☒ We, Us, Our, or Benton State Bank refer to Benton State Bank, which offers the Services provided under this Agreement and holds the accounts accessed by the Services.

## **ACCESS TO SERVICES**

Benton State Bank will provide online instructions describing how to use the Online Banking Service or Bill Payment Service. The System is a service provided solely for use by our clients. To gain access to this Service you will need your Access ID and your Password. During enrollment you will create and confirm a password which you will use to gain access to the System, in conjunction with your assigned access ID. You should protect your password at all times and change it on a regular basis. You agree to keep the password safe and to not record, disclose or make the password available to anyone. Anyone who has access to your password will have full access to your accounts and the services you can perform on the System. You have no ability to limit any such person's authority. If anyone uses your password with your permission (an "Authorized User"), you will be responsible for any transactions performed by that person.

## **HOURS OF OPERATION**

The Services are generally available 24 hours a day, 7 days a week, except during special maintenance and upgrade periods. Our business days are Monday through Friday, excluding holidays as determined by us. All transaction requests initiated through the System and received after 4:00 p.m. (CST) Monday through Friday will be processed the next business day. Any transactions initiated on non-business days, or holidays will be processed the next business day.

## **USE OF YOUR SECURITY PASSWORD**

The safety of our customers' accounts and account information is of paramount importance to Benton State Bank. We go through great lengths to protect confidentiality and the security of your account, and urge you to do the same. You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions initiated through the Services with your Benton State Bank User-ID, up to the limits allowed by applicable law. While Benton State Bank continues to provide our customers with the level of online security we believe necessary and appropriate, customers who share their User-IDs and Passwords give up the full benefit of our security measures and legal protections to which they may be entitled. No Benton State Bank representative will ever call and ask for your Access ID or User Password.

## **LOST OR STOLEN PASSWORDS**

If you're Password has been lost or stolen, or someone has transferred money or may transfer money from your account without your permission, you should notify us immediately by calling (608) 759-3600, during business hours. Calling is the best way of minimizing your potential losses; however, you may write to us at the address provided under the Contact Information section of this Agreement. You may also restore the security of your Service by immediately changing your Password.

You could lose all the money in your account (plus your maximum overdraft line of credit, if any).

The following rules established by Regulation E govern your liability unless the laws of the state governing your account impose lesser liability on you.

1. If you believe your Password has been lost or stolen and you notify us within two Business Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your Password to conduct unauthorized electronic funds transfers without your permission.
2. If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password to conduct unauthorized electronic funds transfers without your permission if you had told us, you could lose as much as \$500.00.
3. If your account is governed by Wisconsin law, the most you can lose if someone used your password without your permission is \$50.00.

4. If your statement shows transfers that you did not make, including those made by use of your password or other means, and you do not tell us within sixty (60) days after the statement was made available to you, you may not get back any money you lost after the sixty (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.

## **YOUR PASSWORD**

For security purposes, you are required to change your password upon your initial login to the System. You determine what password you will use; the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to access the System, your access will be revoked. To reestablish your authorization to use the System, you must contact us to have your failed login attempts cleared or to obtain a new temporary password.

## **BANKING TRANSACTIONS and SYSTEM SERVICES WITH ONLINE BANKING**

In addition to viewing account information, you may use Online Banking to conduct the following transactions:

- Transfer funds between your linked checking, savings, money market, and loan accounts
- Initiate loan payments
  
- Initiate Bill Payments
- View & download account information
- View and print statements
- View images of paid items and deposit tickets
- Elect to receive eStatements
- Setup mobile banking parameters
- Communicate with us via e-mail

NOTE: Under federal regulations, you may not make more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals, per month from a savings or money market deposit account that you maintain with us to another account you maintain with us or to a third party by means of a preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order made by you and payable to third parties. Each electronic fund transfer initiated through the System from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each month.

Bill Payment Service; Account-to-Account (“A2A”)SM Transfer Service Using the System, you may access the Bill Payment Service and the Account-to-Account (“A2A”)SM Transfer Service (collectively, the “Payment Services”). The Payment Services allow you to initiate and receive payments electronically (the Bill Payment Service can be used to initiate payments only) from and to your account(s) with us. Your use of the Payment Services is governed by this Agreement as well as a separate agreement that will be made available to you through the System prior to your initial use of the Payment Services. In the event that any term or condition of this Agreement conflicts with a term or condition of the separate agreement, the term or condition of the separate agreement shall control.

New services may be introduced for Online Banking from time to time. Benton State Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

## **STOP PAYMENT**

You have the right to stop payment on a check or preauthorized electronic fund transfer. You may request a Stop Payment by calling (608)759-3600. Verbal stop payment orders are binding for fourteen (14) days only, unless confirmed in writing within that period. If you submit a stop payment request to us, we will charge your account the fee

for such service specified on our current fee schedule, as amended from time to time. Further instruction for stop payment orders will be given at the time of the request.

## **STATEMENTS**

**Your System** account activity will appear on the account statements we make available to you. You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account. If the account type receives a quarterly statement and an electronic transfer occurs, the account will receive a monthly statement for that time period. If your statement shows transfers that you did not make, you should, as soon as possible, contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service).

## **LIMITATION OF LIABILITY – THE BANK’S RESPONSIBILITY**

Benton State Bank agrees to make reasonable efforts to ensure full performance of Online Banking. Benton State Bank-The Bank will be responsible for acting only on those instructions sent through Online Banking which are actually received, and cannot assume responsibility for circumstances over which the bank has no direct control. This includes but is not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send.

We will be liable to you for damages proximately caused by our failure to make a properly requested electronic fund transfer, in accordance with the terms and conditions of this Agreement, in the correct amount or in a timely manner. Notwithstanding the foregoing, unless required by law, we will not be liable to you if:

- \*The error results from any malfunctions of your browser, Internet service provider, computer, computer virus or other problems relating to the computer equipment you use with the Internet service, including, without limitation, your inability to access Internet service or any part of Internet service.
- \*Through no fault of Benton State Bank, your account does not contain sufficient collected funds to make the transfer.
- \*The money in your account is subject to legal process or other encumbrances restricting the transfer.
- \*Through no fault of Benton State Bank, the transfer would go over the credit limit on your overdraft credit plan, if any.
- \*The transfer system was not working properly and you knew about the breakdown when you started the transfer.
- \*An act of God or circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent the transfer or use of Internet service despite reasonable precautions that we have taken.
- \*Incomplete or inaccurate information is forwarded to us by you or through an automated clearinghouse or a third party involving the account or transfer
- \*You have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a bill payment.
- \* Your payment instructions are not given sufficiently in advance to allow for timely payment
- \*You have not properly followed the instructions for using the Internet service.
- \* Your transfer authorization terminates by operation of law
- \* There is a hold on your account, or if access to your account is blocked in accordance with banking policy
- \*Your operating system is not properly installed or functioning properly.
- \* You believe someone has accessed your accounts without your permission and you fail to notify Benton State Bank immediately
- \* You have not properly followed the scheduling instructions, included in this Agreement, to make a transfer or the Payee refuses the Service
- \*Failure of any payee to correctly account for or credit the payment in a timely manner
- \*Fees incurred for Internet access, or for any computer virus or related problems that may be attributable to services provided by any Internet access service provider.
- \*Errors or failures from the malfunction or failure of your hardware or software.
- \*Changes to the payee’s address or account number (unless you have advised us of the change within three (3) business days in advance)

\*We have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement

There may be other exceptions stated in this agreement and in 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 transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above should occur, we will assist you with reasonable efforts in taking appropriate corrective actions to reprocess the transactions that may not have been completed or to correct any incorrect transactions that may have been processed. Unless otherwise required by law, our sole responsibility for an error directly caused by us in transferring funds will be to correct the error. In no case will we be liable for any indirect, special, incidental or consequential damages in connection with or in any way related to Internet service. Any information you receive from Benton State Bank is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. The limit of Benton State Bank liability shall be as expressly set forth herein. Under no circumstances will Benton State Bank be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

#### **ELECTRONIC MAIL (E-MAIL)**

If you send Benton State Bank an electronic mail message through the Service, Benton State Bank will be deemed to have received it on the following Business Day. E-mails will be answered within a reasonable timeframe.

You should not rely on electronic mail if you need to communicate with Benton State Bank immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur).

You agree that Benton State Bank- The Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Benton State Bank- The Bank shall be considered received within three (3) days of the date sent by Benton State Bank, regardless of whether or not you sign on to the Service within that time frame.

#### **ALERTS/MESSAGES**

Internet banking alerts allows you to set up automated alert events based on your own criteria to be alerted upon.

Alerts may be sent via email or in an online message box within Internet banking, or both. E-mail alerts will be sent to the e-mail address you provide in creating the alert. Benton State Bank may add or remove types of alerts from time to time. If you change your e-mail address you are responsible for changing this in the alerts you have already set up.

You agree that alerts may be delayed or prevented for a variety of reasons. We do not guarantee the delivery or validity of the contents of any alert. You agree that we shall not be liable for any delays, delivery failure or misdirected delivery of any alert. You agree that we shall not be liable for any actions taken or not taken by you or anyone else in reliance of an alert.

The bank will never include your password or full account number in an e-mail alert; however you understand that alerts may include your name and some information about your accounts.

Alerts remain accessible until the end user chooses to delete the event. You agree that we shall not be liable for unread alerts that you deleted.

#### **OTHER AGREEMENTS**

In addition to this Agreement, you and Benton State Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the On-line Banking service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Benton State Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement. We will automatically deduct any fees related to this Service from your Bill Pay Account each month. All terms and conditions of the disclosures provided to you at account opening, including but not limited to, the Truth in Savings, Regulation E Disclosure, Depositor's Agreement and Terms and Conditions apply to this Service.

### **MODIFICATIONS TO THIS AGREEMENT**

Benton State Bank may modify the terms and conditions applicable to either Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

### **DISCLOSURE OF INFORMATION TO THIRD PARTIES/ PRIVACY POLICY**

A copy of Benton State Bank Consumer Privacy Statement is available upon request at our office, or can be mailed to you upon request by calling the office at (608) 759-3600, or sending a letter to:

Benton State Bank  
Attention: Online Banking  
P.O. Box 27  
Benton, WI 53803

You can also access our Policy online by clicking on the Privacy Policy icon on the Benton State Bank web site.

### **INACTIVITY / TERMINATION**

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We may modify, suspend or terminate your privilege of using the Online Banking system (including the Bill Payment Service) and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate Internet service, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. Any one person who can use the account accessible with Internet service may terminate Internet service. Termination shall not affect the rights and obligations of the parties for transactions made with the Internet service before we have had a reasonable time to respond to your termination request. Your termination of your Internet service will automatically terminate any pending transfers and payments.

We can terminate your is Agreement without notice to you for any reason; or if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 180 day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

To cancel the Online Banking and/or Bill Payment Service, you must notify Benton State Bank. Your notification should include your name, address and the effective date to stop the service(s). When Bill Payment is terminated, any pre-scheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment

Service will be assessed at the end of your statement cycle. You may notify Benton State Bank by one of the following methods:

By initiating a customer inquiry through our Web Site

By calling (608) 759-3600

By sending a letter to:

Benton State Bank

Attention: Online Banking

P.O. Box 27

Benton, WI 53803

## **FEE SCHEDULE**

Benton State Bank offers the benefits and convenience of the Online Banking service to you at no monthly charge. Account research, stop payment charges and Bill Pay Services will be assessed at the rates published in Benton State Bank Miscellaneous Schedule Fees Brochure and deducted from your Bill Pay Account or another account you hold at Benton State Bank.

These fees are subject to change. Benton State Bank will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.

Last Revised: 11/25/20

## **SECURITY INFORMATION (OUR PROCEDURES)**

Our System utilizes a comprehensive security strategy to protect accounts and transactions conducted over the Internet. In addition to our login security which incorporates multi-factor authentication (i.e. access IDs, passwords, plus pictures, questions, digital security keys or a personal identification number ("PIN")), we use secure socket layer ("SSL") encryption technology for everything done in the System. Your browser automatically activates this technology when it attempts to connect to our System and it will support the 128-bit key lengths. Whenever SSL is securing your communications, the browser will typically indicate the "secure session" by changing the appearance of a small padlock icon at the bottom of the screen from open to locked. Your communications are encrypted from your browser to our servers at all times, so no unauthorized party can read the information as it is carried over the Internet. Additionally, our servers have been certified by a "Certificate Authority" to assure you that you are actually talking to our servers instead of someone pretending to be us.

There is a 10-minute default time limit on any screen, regardless of the keystrokes that you use. Under the default time limit, if 10 minutes elapse without you doing anything on the screen, then you will be taken back to the login screen where you will be prompted to re-enter your access ID and password.

Data transferred through the System is encrypted in an effort to provide transmission security. The System utilizes identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other.

You agree that these procedures are a commercially reasonable method of providing security against unauthorized payment orders or other transactions and that these procedures are not for detection of errors. We reserve the right to change any process from time to time to implement new measures that are recommended in the industry to respond to new or increased threats.

## **SECURITY INFORMATION (YOUR OBLIGATIONS)**

You understand the importance of your role in preventing misuse of your accounts through the System, and you:

- Agree to promptly examine any statement you receive or that we make available to you for each of your accounts in a timely manner
- Agree to protect the confidentiality of your account, and expressly assume responsibility for any transaction conducted by an Authorized User or any Losses that result from the actions (or inactions) of you or an Authorized User
- Understand that certain identification information by itself or together with information related to your account may allow unauthorized access to your accounts

- ☐ Acknowledge that, notwithstanding our efforts to ensure that the System is secure, the Internet is inherently insecure and that transmission of electronic mail occurs openly on the Internet and can potentially be monitored and read by others
- ☐ Understand and acknowledge that we cannot and do not warrant that email transmitted to and from us, will not be monitored or read by others
- ☐ Understand and agree that we are not responsible for any electronic virus or viruses that you may encounter
- ☐ Agree to routinely scan your computers and diskettes using a reliable virus detection product to detect and remove any viruses, but understand and acknowledge that there are certain viruses, malware, etc., which may not be detectable by commercially available software and agree that the Bank shall have no liability for any such intrusions, except as otherwise set forth herein
- ☐ Agree to install, maintain, update and utilize industry standard security products that are appropriate for you, including, without limitation, firewalls, anti-virus protection software, anti-spyware protection, operating systems and applications with the latest patches, and a browser product that indicates the website you are on
- ☐ Agree to comply with the password requirements set forth herein, as such password requirements may be changed from time to time, and to employ reasonable steps in selecting, maintaining, and protecting passwords and other codes and access devices related to the System, the services and your accounts

#### **CANCEL A PENDING ELECTRONIC TRANSFER**

You may cancel or change a pending electronic fund transfer that was initiated in the system by selecting the transfer and changing or deleting the amount and date fields. The instruction to cancel or change the transfer must be completed by 4:00 p.m. If the change is not made by that time, we may process the transaction.

#### **CONFIRMATION OF PREAUTHORIZED ELECTRONIC FUND TRANSFERS (DEPOSITS)**

If you have arranged to have electronic deposits made to your account from the same payor at least once every sixty (60) days, you can find out if your deposit has been received through the System or by calling (608)759-3600.

#### **NOTICE OF VARYING PREAUTHORIZED ELECTRONIC FUND TRANSFERS (WITHDRAWALS)**

If your recurring electronic payments may vary in amount, the person or company you intend to pay should tell you, ten (10) days before each electronic payment, the date the payment will be made and how much it will be. The person or company that you are paying may choose to give you the option 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. You should contact the person or company you are paying with any questions about these notices.

#### **OVERDRAFTS**

When you schedule an electronic funds transfer using the System, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your funds transfer from your account on the date we process your instruction. Each instruction to us to withdraw or transfer funds from your account is an order to us to make the payment from that account at that time or on a later date, if any, indicated in the instruction. We may charge payments you instruct us to make to your account even though the charge creates an overdraft, or we may refuse to make the payments if the charge creates an overdraft. If you overdraw your account, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that account rather than this Agreement.

#### **OTHER LIMITATIONS**

Access to accounts through the System will be limited to inquiry only for the following account ownership types: Guardianship, Conservatorship, Representative Payee, and Custodial. Trusts accounts where the trustees do not have ownership of the account may also be limited to inquiry access only.



## **OTHER AGREEMENTS**

In addition to this Agreement, the terms and disclosures you received at the time your accounts were opened with us remain in full force and effect. In the event of a conflict between this Agreement and any other account rules and agreements that apply to your accounts, this Agreement shall control.

## **DISCLOSURE OF INFORMATION TO THIRD PARTIES**

We may disclose information to third parties about your account or the transfers you make, as permitted by law, including, without limitation: where it is necessary for completing or tracing transfers or resolving errors or claims; to verify the existence and condition of your account for a third party, such as a credit bureau or merchant or other financial institution; to comply with court orders or other legal process; to comply with subpoenas, summonses, search warrants or requests from government agencies; to other companies affiliated with us; to others with your consent; and whenever required by law.

## **SYSTEM SUPPORT**

You understand that some support and services relating to the System, are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service.

## **AMENDMENTS**

We reserve the right, at our sole discretion, to amend this Agreement or change the services provided to you pursuant to this Agreement at any time. Unless an immediate modification or change is necessary to ensure the security of the services or your accounts with us, we will send you notice to the mail address or e-mail address for you reflected in our records at least twenty-one (21) days before the effective date of any modification or change if required by law.

## **CONTACT INFORMATION**

You can contact us by one of the following methods:

1. By initiating an e-mail through the System
2. By calling (608)759-3600, 8:00 a.m. to 4:00 p.m. Monday-Thursday or 8:00 a.m. to 6:00 p.m. on Friday
3. By writing a letter and sending it to us at the following address:

Benton State Bank  
ATTN: Online Banking  
P.O. Box 27  
42 W Main St  
Benton, WI 53803

**Benton State Bank**  
**Account to Account Transfer Terms of Service**

***[Note to Clients – Per our agreement, please do not change the Sections highlighted in green below without discussing the changes and reaching mutual agreement with us about them.]***

**1. Introduction.** This Account to Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and Benton State Bank (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: Benton State Bank 42 W Main St. PO Box 27, Benton, WI 53803. We may also be reached at 608-759-3600 for questions and other purposes concerning the Account to Account Transfer Service. We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

**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. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through Passcommunications 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.** Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Account to Account Transfer Service 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. Depending on the Account to Account Transfer Service, changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting customer care for the Account to Account Transfer Service as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. 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.**

- 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 laws 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 its customer care personnel), the terms of the Agreement will prevail.