



Consumer Online Banking and Mobile Banking Service Agreement

Scope of Agreement

Thank you for choosing to use the Online and Mobile Banking Services ("**Services**") provided by Piermont Bank ("**Bank**", "**we**", "**us**", "**our**") to you, as more fully explained herein. This Consumer Online Banking and Mobile Banking Service Agreement ("**Agreement**") explains the terms and conditions of the Service that is provided to consumers who hold Accounts (defined below) for personal, family or household purposes at Piermont Bank ("**Customer**", "**you**", "**your**").

This Agreement is between the Customer of the Bank (also referred to herein as "**User**") that receives and agrees to the terms of this Agreement by clicking on "I Agree" below. This Agreement contains the terms and conditions that govern your use of the Services for accessing your deposit and credit account at the Bank (each, an "**Account**" and, collectively, the "**Accounts**"), and other financial service as described herein or may be offered by Bank in the future.

Consumer Online Banking is available on a computer or other internet-enabled device through a traditional internet connection at www.piermontbank.com. Mobile Banking is offered in two forms: (1) a version of the Service is designed specifically for a mobile browser accessible by use of web-enabled smartphones, tablets, and mobile devices ("**Mobile Device**"); and (2) the Bank offers a downloadable application ("**Bank App**") that is available at the Apple App Store, Google Play, etc. (each, an "**App Marketplace**"). The Bank does not permit your Password or any account information to be stored on your Mobile Device when you use either version of Mobile Banking. **Standard text messaging and data usage charges will apply when using your Mobile Device when accessing Mobile Banking.**

By participating in the Services and/or using the object code version of the Software that comprises the Bank App ("**Software**"), you are agreeing to the following terms and conditions, which may be in addition to any terms and conditions features of the Services to which you have previously agreed. For example, this Agreement may provide additional terms and conditions of your Accounts and the online bill payment service. If there is a conflict between this Agreement and the terms and conditions of your Account Agreement or other documents you have received from the Bank, this Agreement shall govern with respect to the Service described herein. The Bank reserve the right to provide additional Services that are not described in this Agreement, and the right to modify or eliminate any of the Services.

The Bank in its discretion may modify these Terms and Conditions at any time, except where prior notice is required by applicable law or regulation. By accessing your Account using the Service, you agree to the most recent version of this Agreement, which will be available to at any time either online or upon request.

A) Definitions

For the purposes of this Agreement, each word or phrase listed below shall have the meaning designated. Other words or phrases used in this Agreement may be defined in the context in which they are used and shall have the respective meaning there designated.

- "**Account**" means a checking, savings, money market, certificate of deposit or loan which you access using the Service that is either an Eligible Transaction Account or External Account, as applicable.
- "**Account Agreement**" means the agreement between you and the Bank that governs the use of your Account(s) including the deposit account agreement, credit agreements, any supplemental

agreements and account disclosures, including but not limited to, our schedule of fees and charges.

- **"ACH Network"** means the funds transfer system, governed by the NACHA Rules, that provides funds transfer Service to participating financial institutions.
- **"Affiliates"** are companies related by common ownership or control.
- **"Biller"** is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- **"Billing Account"** is the account you designate from which all Service fees will be automatically debited.
- **"Business Day"** is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- **"Bank", "we", "us", and "our"** means Piermont Bank
- **"Bill Payment"** means an electronic service that allows you to set up secure one time or recurring payments bill payments.
- **"Due Date"** is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.
- **"Eligible Transaction Account"** is a transaction account at the Bank from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Services. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other deposit account, including any required routing information.
- **"Exception Payments"** means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).
- **"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.
- **"Mobile Banking"** includes the banking services that are available by using Short Message Service (SMS), a mobile browser, and a Mobile App.
- **"Mobile Deposits"** is a fast, easy, and convenient way to deposit checks 24/7 using our Mobile App.
- **"Online Banking"** means the banking services that are available through the internet that allows Bank customers to access information and conduct transactions in their account 24 hours a day, 7 days a week at a secure Bank Website.
- **"Payment Instruction"** is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- **"Payment Network"** means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- **"Scheduled Payment"** is a payment that has been scheduled through the Service but has not begun processing.
- **"Scheduled Payment Date"** is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- **"Service"** means each of services available to Customer through the Online Banking and Mobile Banking Service provided by Bank from time to time, including but not limited to, Bill Payment, Mobile Deposits, and Mobile Alerts.
- **"Service Provider"** means companies that we have engaged (and their Affiliates) to render some or all of the Services to you on our behalf.
- **"Short Message Service" or "SMS"** is the text messaging service component of your Mobile Device.

- **“Software”** means the object code that comprises the Mobile App that can be downloaded to a Mobile Device.
- **“Transfer Instruction”** is a specific Payment Instruction that you provide to the Service for a transfer of funds.
- **“User”** means an individual or joint account holder who has enrolled in and been granted access to Online Banking and/or Mobile Banking.
- **“Website” or “Site”** means the Bank-branded website at URL www.piermontbank.com where the Online Banking Services are provided
- **“You” and “Your”** mean each person using the Online Banking and/or Mobile Banking.

All definitions set forth in this Agreement shall be deemed applicable whether the words defined are used herein in the singular or the plural. Any reference to an agreement or disclosure above or herein shall be deemed to include the version of each such document as it may be amended by Bank from time to time.

B) Online and Mobile Banking – General Terms and Conditions

1. Description of Services

Piermont Bank offers the following Services to its customers through Online Banking:

- Access to Account information
- Access to information about transaction activity in Accounts
- Electronic Delivery of Periodic Statements
- Internal Account Transfers
- Account to Account Transfers (External Accounts)
- Bill Payment with Bill Presentment
- Set up Text and E-Mail alerts

The Bank offers the following Services to its customers through Mobile Banking:

- Set up and receive Text & E-Mail Alerts
- Mobile Browser
 - Access to Account information
 - Access to information about transaction activity in Accounts
 - Electronic Delivery of Periodic Statements
 - Internal Account Transfers
 - Account to Account Transfers (existing External Accounts only)
 - Bill Payment with Bill Presentment (existing Payees only)
 - Set up Text and E-Mail alerts
- Downloadable App
 - Same scope as Mobile Browser, plus Mobile Deposits

Enrollment requires identification of the User’s banking relationship with the Bank. Terms and conditions governing other Online Banking Services not provided in this Agreement are covered in other applicable agreements for such services.

2. Representations and Warranties

As a condition to utilizing the Services, you hereby represent and warrant the following to the Bank:

- that you are the legal owner of the Accounts which may be accessed via the Service.
- that all information you provide to us in connection with the Service is accurate, current and complete;

- c. that you have the right to provide such information to us for the purpose of using the Service;
- d. that you have not and will not misrepresent your identity or your account information;
- e. that you are an authorized User of the Mobile Device you will use to access the Service; and
- f. that you are authorized to download and install the Software on Mobile Device.

You will use the Services only for your own personal use in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, time-sharing, or otherwise disclose or allow use of the Services by or for the benefit of any third party.

3. Change in Terms

Bank reserves the right to modify any Service at any time. We will provide prior notice of any such change before the effective date as required by applicable law and regulation. In the event prior notice is not required, we will make reasonable efforts to provide prior notice but you agree that our failure to do so shall not be the basis for a breach of this Agreement and will not affect your obligations to conform to the requirements of such a change. We have no obligation to give prior notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an account or an electronic fund transfer system. You agree that your continued use of the Service constitutes your agreement to the change. If you wish to decline to be bound by the change, you must terminate the account or discontinue the Service to which the change relates; otherwise you will be deemed to have accepted and agreed to the change. In the event of any modifications, you are responsible for making sure that you understand how to use the Service as so modified. We will not be liable to you for any losses caused by your failure to properly use any of the Services.

4. Relation to Other Agreements

You agree that, when you use the Services, you remain subject to the Terms and Conditions of your existing Account Agreements with Bank. If there is any conflict between the terms and conditions of this Agreement and those contained in other Account Agreements, you agree that this Agreement will control with respect to the Services being provided hereunder. In addition, this Agreement does not amend or supersede any of your agreements with any unaffiliated service providers, including, but not limited to, your mobile services provider (e.g. AT&T, Verizon). You understand that those agreements with other parties may provide for fees, limitations and restrictions which may impact your use of the Services (e.g., data usage and text messaging charges imposed by your mobile services provider), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that your mobile services provider and other unaffiliated service providers are exclusively responsible for the products and services they provide. Accordingly, you agree to resolve any problems with your applicable service provider directly without involving us.

5. Fees

The Bank does not charge a monthly maintenance fee for access to Online Banking and Mobile Banking. There may be fees associated with using the Services, as set forth in your Account Agreement and the Fee Schedule, including as each may be amended from time to time. You are responsible for all fees, charges and penalties you may incur by using the Services.

6. Password and Security

You agree to exercise caution when utilizing the Service and to use good judgment and discretion when obtaining or transmitting information. You are solely responsible for establishing User password and maintaining the confidentiality of said password. You agree not to give or make available your

Online Banking and / or Mobile Banking password or other means to access your Accounts (“**Access Credentials**”) to any other individuals. If you permit other persons to use your Mobile Device and your Access Credentials, you are responsible for any transactions they authorize. If you believe that your Access Credentials have been lost or stolen or that someone may attempt to use Online Banking or Mobile Banking without your consent or has transferred money without your permission, you must notify us immediately by contacting us at **(212) 266-9200**.

7. Receipt and Transaction History

You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method and notify us immediately at **(212) 266-9200** if there are any unauthorized transactions in your accounts.

8. E-Mail and Online Messages

You agree to receive messages electronically and check your messages every time you log on to the Service. No action will be taken on any e-mail message sent to us by you until we actually receive it and have a reasonable opportunity to take action. If you need immediate assistance (for instance, to report an unauthorized transaction from an account) or your message is sensitive to you and confidential and you prefer not to use this e-mail function, do not use any e-mail system - you must instead contact the Bank by telephone at **(212) 266-9200**. Unless otherwise provided in this Agreement, e-mail messages do not serve as a substitute for any requirement imposed on you to provide us with written notice.

9. 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 e-mail addresses. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate information about Eligible Transaction Accounts, Payment Instructions or contact information when enrolling in or using the Services.

10. Availability of Services; No Warranties

The Service is generally available 7 days a week, 24 hours a day. The Service may not be available at certain times due to system maintenance performed by the Bank or technical difficulties with the Services. In addition, the Services may not be available at any time for any reason outside of the reasonable control of the Bank or its Service Providers, including but not limited to those of the wireless service provider, power outages, weather or otherwise beyond the reasonable control, and without any fault of Bank. The availability, timeliness and proper functioning of the Service depends on many factors, including your computer (desktop or laptop), or Mobile Device location, internet or wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and Mobile Device. Neither the Bank nor any of our Service Providers warrants that the Service or the Software will meet your requirements, operate without interruption or be error-free, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability or improper functioning of the Service, or for any actions taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of data or loss of personalized settings.

If you are not able to use the Service to make deposits, you may deliver or mail your deposits **4 Bryant Park, Third Floor, Attn: Client Care, New York, NY 10018**. Deposit of original checks at the Bank shall be governed by the terms and conditions contained in your Account Agreement and

not by the terms of this Agreement. The Bank is not responsible for providing an alternate method of mobile deposit if our Mobile Deposits Service is not available.

Neither the Bank nor any of our Service Providers assume responsibility for the operation, security, functionality or availability of any related network, smartphone/wireless device or mobile network which you utilize to access the Services.

11. Transfer of Funds

Transfers of funds from Eligible Accounts are subject to the restrictions contained in the applicable Account Agreement. All transfer requests are subject to having an Available Balance sufficient to complete the requested transaction. You agree that by requesting the transfer, you authorize us to carry out your transfer instructions, withdraw the necessary funds and applicable fees (including charges and penalties) under this Agreement and any Account Agreement, without requiring your signature on the item and without any notice to you.

The obligations of the Bank to process your transactions are expressly conditioned upon your compliance with all the terms and conditions contained in this Agreement and the Account Agreement. Additionally, the Bank will be under no obligation to process, either in whole or in part any transaction or instruction that:

- exceeds the Available Balance of funds on deposit;
- is not consistent with the transaction limits mutually agreed upon by the Customer and Bank;
- We have reason to believe that your transaction or instructions have not been authorized by you;
- involves funds subject to restraints, levy or legal process preventing withdrawal or transfer; would violate any provisions of any present or future risk control program of the Federal Reserve System or any current or future laws or regulations;
- is inconsistent with any requirement set forth in this Agreement or is contrary to a Bank policy, procedure or practice as duly adopted by the Bank or is required by applicable Federal or State laws, rules or regulations;
- We deem it necessary and reasonably believes that it is necessary for the protection of the Bank or your interest.

Also, in accordance with Federal regulations, you are limited to six (6) preauthorized withdrawals or electronic transfers (including those made via Online Banking, Mobile Banking, telephone, or automatically via data transmission) from each Savings Account and Money Market Account during each periodic statement cycle. Each transfer of funds through the Services from your Savings or Money Market accounts is counted as one of the six transfers you are permitted during each statement cycle. However, payments to your loan accounts with us are not counted toward this limit. If you exceed these limitations more than occasionally, Federal regulations require the Bank to either convert your Savings or Money Market account to a checking account or close the account. The Bank charges a fee for each transaction over six in a Savings Account or Money Market Account. See the Fee Schedule.

12. Prohibited Payments.

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments 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. Payments 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. Payments 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, equities, 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 (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. 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 payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

13. 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 Service, regardless of the purpose of the use, and for all communications you send through the 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 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 Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the 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 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. Payment Methods and Amounts.

There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, 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 Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

15. 18. Failed or Returned Payment Instructions.

In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment 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 Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment 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 Payment 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 Payment Instruction if the payment 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 Payment 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 payment, 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.

16. 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.

17. Information Authorization.

Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each 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 Service, to authenticate you when you log in, to send you information about the 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 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 Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- 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.

18. Cancellation or Termination

You may cancel this Agreement at any time by giving at least five (5) Business Days prior written notice of termination to the address provided in the “Bank Contact Information” Section of this Agreement (SP.) or by e-mail at clientcare@piermontbank.com. Any payment(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 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.

19. Hardware and Software Requirements

In order to use the Services, you must have a compatible computer or Mobile Device and access to the internet. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our Service Provider(s) establish and specify. We and/or our Service Provider(s) may change these specifications and/or requirements from time to time.

We are not responsible for providing, maintaining or servicing your computer or Mobile Device or any other equipment for you, unless we have agreed in writing to do so. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements.

Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Services. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Services, e-mail or the Internet. You agree that all images and files that you transmit to us or our Service Provider through the Services will contain no viruses or any other disabling features that may have an adverse impact on the Services, our technology infrastructure, network, data, or related systems.

20. Bank’s Duties and Responsibilities

Our duties and responsibilities are limited to those described in this Agreement, your Bank Account Agreement, and any other agreements governing your Account(s). We shall exercise reasonable care in performing our responsibilities under this Agreement. We agree to transmit all the financial data under our control that is required for you to use the Service and to act on appropriate instructions that we receive from you in connection with the Service. We shall exercise reasonable care in seeking to preserve the confidentiality of your User ID, password, and/or other code or identifier and to prevent the use of the Service by unauthorized persons.

21. Data Security

You agree to protect the confidentiality of your Account and account number, your data, and your Access Credentials. Notwithstanding our efforts to ensure that the Service is secure, you acknowledge that the Internet is inherently insecure and all data transfers, including e-mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Service or e-mail transmitted to and from us and our Service Providers will not be monitored or read by others.

You hereby represent, warrant, and agree that all information obtained by or coming into the possession of Customer or a User in connection with any of the Services provided herein, including but not limited to the software, user guides, security procedures, and passwords, will be maintained as confidential and shall not be divulged, transferred, sold or made available to any other person or entity.

22. Proprietary Rights

You acknowledge and agree that the Bank and its Service Providers retain all ownership and proprietary rights in and to the Services, associated content, technology and Website(s). You are permitted to use the Services only as expressly authorized by this Agreement. In addition, you agree that you will not: a) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service; b) copy or reproduce all or any part of the technology or Services; or c) interfere, or attempt to interfere, with the technology or the Services.

23. Privacy and User Information

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. Visit www.piermontbank.com for a copy of the Bank's Privacy Policy.

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy.

- Where it is necessary for completing transfers or otherwise provide the Services
- Where it is necessary for activating an additional Service
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- In order to comply with a government agency or court orders
- If you give us written permission.

The Bank hereby agrees that Customer account information will remain confidential and protected from unauthorized access provided, however, that it shall be presumed that the Bank has satisfied the foregoing obligations by the Bank's adherence to its duly adopted security procedures and policies.

You acknowledge that in connection with your use of the Service, the Bank and its Service Providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with the Service or the Software. The Bank and its affiliates and third party service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as

reasonably necessary to deliver the Service, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the consumer safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

24. Restriction on Use

You agree not to use the Service or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Service or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by the Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of the Bank or any third-party service provider involved in the provision of the Service; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Service of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose the Bank or any third-party service provider involved in providing the Service, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or Service for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of the Service or the Software, the security of the Service or the Software, or other customers of the Service or the Software; or (d) otherwise abuse the Service or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps.html, or other URLs as may be updated by Google.

25. Links and Frames.

Links to other websites may be provided on the portion of our Site through which a Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such websites or the materials disseminated by or Service provided by them, and are not responsible for the materials, services or other situations at or related to or from any other party's website, and make no representations concerning the content of websites listed in any of the web pages about our Services on our Site. Consequently, we cannot be held responsible for the accuracy, relevancy,

copyright compliance, legality or decency of material contained in websites 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.

26. 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 Services; 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 Service for any reason or no reason and at any time. The remedies contained in this "Remedies" Section of the Agreement are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

27. Electronic Fund Transfers; Notices; Liability for Unauthorized Transfers

As more fully explained in the "Electronic Funds Transfer Disclosure" you received at the time you opened your Account(s) with us, you have certain rights under the Electronic Fund Transfer Act and Regulation E with respect to an electronic fund transfer (EFT). The transactions we offer within the Services that are considered EFTs are outlined below. Additional services may be offered by us in the future that may also qualify as EFTs.

- a) Electronic Fund Transfer Services. The EFT services that are available to you, which may be initiated through Online Banking, Mobile Banking or by calling us, are as follows.
 - Internal Account Transfers
 - Account to Account Transfer Service
 - Bill Payment with Bill Presentment Service
 - Direct Deposit of your paycheck, Social Security and other government payments.
 - Any deposit or withdrawal made electronically in your Account, such as through the ACH Network.
 - Cash Withdrawals using your ATM (or debit) card and PIN at ATMs.
 - ATM Operator/Network Fees: When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).
- b) How to Contact Us. If you believe your Password/PIN is no longer secure or confidential, or that someone has conducted or may conduct an electronic funds transfer without your permission, please contact us immediately by calling us **(212) 266-9200**, by e-mail at **clientcare@piermontbank.com** or by writing us at **4 Bryant Park, Third Floor, Attn: Client Care, New York, NY 10018**.
- c) Liability for Unauthorized Transfers. Contact us immediately if you believe that an unauthorized transfer has occurred or may occur concerning your account(s) or that your Access Credentials are no longer secure or confidential or may have been used without your permission. Calling us by telephone us at **(212) 266-9200** is the best way of keeping your losses to a minimum. You may

also write us at **clientcare@piermontbank.com** or **4 Bryant Park, Third Floor, Attn: Client Care, New York, NY 10018.**

You could lose all the money in your Account(s) if you do not take prompt action to notify us of any unauthorized EFT or the loss of security or confidentiality of your Access Credentials. Depending on when you notify us, your liability for unauthorized transfers will be as follows:

- If you tell us within two (2) Business Days that someone else conducted an EFT without your permission, you could lose up to \$50.00. If you do NOT tell us within two (2) Business Days and we can show that we could have prevented the loss had you contacted us, you could lose up to \$500.00.
- If your periodic statement includes an EFT you did not make and you do NOT contact us within sixty (60) days after the statement was mailed to you (or first became available to you through eStatements), you have unlimited liability for transaction that occur after such sixty (60) day period and before you give us notice that your Access Credential were compromised if we can show that a loss would not have occurred if you notified us within the 60-day period.

We can extend these time periods if extenuating circumstances (such as a long trip or hospital stay) kept you from notifying us.

- d) Errors or Questions About Your Electronic Funds Transfers. Contact us by phone or in writing at set forth in the Section (b) above as soon as possible if you believe your periodic statement or ATM receipt is wrong or if you need more information about a transfer described on either document. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You must provide us with the following information:

- Tell us your name and account number;
- Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days to the above address. We will tell you the results of our investigation within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, we may take up to forty-five (45) days, or ninety (90) days for new Accounts to conduct our investigation. If we decide to do this, we will provide a provisional credit in the amount you think is in error either: (i) to your Account within ten (10) Business Days; or (ii) to a new Account, we may take up to twenty (20) Business Days. This provisional credit gives you use of the funds while we complete our investigation. If we require your written confirmation and we do not receive your complaint or question in writing within ten (10) Business Days, we may not credit your Account.

If we determine there is no error, we will send you a written explanation within three (3) Business Days after we conclude our investigation. We may provide you with the results of our investigation electronically if you are enrolled in eStatements. You may ask for copies of the documents we used in our investigation. If we gave you a provisional credit while we investigated the alleged error, you must repay those funds to us if we conclude that no error occurred.

- e) Pre-Authorized Payments

- Stop Payments Procedure. You may not stop payment of an EFT that is not recurring once you have initiated the transaction. If you informed us, in advance, to make automatic recurring transfers out of your account, you can stop any of these transfers by Contact us by phone or in writing at set forth in the Section (b) above as soon as possible. We must receive your stop payment request at least three (3) Business Days before the transfer is scheduled to be made. Your request must include your name, account number, the account to or from which the EFT is scheduled to be made, the amount of the EFT you want stopped, and the date on which the EFT is scheduled to be made. If you call us, we may require you to put your request in writing so that we receive it within fourteen (14) days after your call. If you do not, then your verbal request will expire after fourteen (14) days. The written request will expire after six (6) months, unless renewed.
 - Varying Amounts. If these regular payments vary in amount, the person you are paying must notify you ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
 - Liability. If you ordered us to stop one of these transfers three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages, unless you failed to give us proper instructions that would enable us to stop the transfer.
- f) OUR LIABILITY FOR FAILURE TO COMPLETE AN ELECTRONIC FUND TRANSFER. If we fail to complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable for your losses or damages, subject to certain exceptions such as the following:
- There are insufficient funds in your account to complete the transaction through no fault of ours;
 - The funds in your account are not available for withdrawal;
 - The funds in your account are subject to legal process;
 - The failure is due to an equipment breakdown that you knew about before you began a transaction;
 - The failure was caused by a fire, flood or other cause outside our control despite reasonable precautions we have taken; and
 - We have reason to believe the transaction requested is unauthorized.

In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors.

LIMITATION OF OUR LIABILITY. UNLESS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF A SERVICE THAT INVOLVES AN EFT DESCRIBED HEREIN, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

28. Disputes.

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

1. Electronic Delivery of Periodic Statements - Disclosure and Agreement Introduction

This Electronic Statement Disclosure and Agreement (“**eStatement Agreement**”) allows us to provide you regular periodic account statement(s), notices, and disclosures in electronic format for all Accounts so that they may be viewed through Online Banking instead of in paper form. For the purposes of this eStatement Agreement, each word or phrase used herein shall have the meaning as designated in Section A above, except if they are expressly defined herein.

Certain laws and regulations require us to provide notices and disclosures to you in “writing” (traditionally this is defined as a paper notice); with your consent, the E-SIGN Act allows us to provide these documents to you electronically

Upon your enrollment in the eStatement Service at the Website, Customer agrees to be bound the terms and conditions of this eStatement Agreement, including as it may be amended by Bank from time to time.

2. Scope of eStatement Agreement

This eStatement Agreement applies to all periodic account statements, as well as all notices and disclosures that are included with them (collectively, the “**Documents**”) in connection with each of your current and future Account(s) at the Bank. This consent will remain effective until expressly withdrawn by you. Your consent and agreement does not mean that we must provide Documents electronically and we reserve the right to deliver some or all those Documents in paper form as may be required from time to time.

3. Electronic Delivery of Documents

You agree to receive the Documents in an electronic format. You are strongly encouraged to save or print the Documents for future reference. You agree to notify the Bank immediately if you are unable to access any Document delivered by the Bank in an electronic form.

Customer understands that if it enrolls in the eStatement Service and does not access Online Banking for three (3) months you will be automatically unenrolled and will begin receiving your periodic statements in paper form. If you choose to re-enroll, you must agree to a new eStatement Agreement.

4. Requesting Paper Copies of Documents Presented Electronically

You agree and understand that paper versions of the Documents will not be mailed unless you specifically request it. To request a paper copy of any Document, contact us at **(212) 266-9200**, **clientcare@piermontbank.com**, or **4 Bryant Park, Third Floor, Attn: Client Care, New York, NY 10018**. In some cases, research fees specified in the Bank's Schedule of Fees and Charges may apply to the Customer's request pursuant to this paragraph.

5. System Requirements

To access Documents electronically, you must be User with authority to access periodic statements for an Account and confirm that your equipment meets the following minimum requirements:

- An active email address
- Personal Computer with Internet Access;
- The current version of a browser we support (e.g., Microsoft IE, Firefox, Safari or Chrome)
- Latest version of Adobe Reader;

6. Changes to system requirements

We will notify you if our hardware or software requirements change and whether that change creates a material risk that you would not be able to access or retain your electronic documents.

7. Maintaining a Valid Email Address

It is important that you maintain a valid email address so that we may contact you regarding your Account. You agree to maintain a valid email address and promptly notify us of any changes to your email address. You may update your email address through Online Banking, by contacting us by phone at **(212) 266-9200**, by e-mail us at **clientcare@piermontbank.com** or by postal mail at **4 Bryant Park, Third Floor, Attn: Client Care, New York, NY 10018**.

8. Withdrawal of Your Consent

You may withdraw your consent to this eStatement Agreement at any time. To withdraw your consent, you can e-mail us a secure e-mail through online banking or by postal mail at **4 Bryant Park, Third Floor, Attn: Client Care, New York, NY 10018**. Termination of the eStatement Agreement will be effective within 30 days of the Bank's receipt of the written termination notice. There are no fees associated with terminating this eStatement Agreement. If you withdraw your consent to this Agreement, you will no longer receive the electronic versions of any Documents.

9. Access to eStatements

Each User who enrolls in the eStatement Service will have be able to access periodic statements through Online Banking and Mobile Banking.

If you have difficulties accessing or viewing electronic Documents through Online Banking or Mobile Banking, please contact us by phone at **(212) 266-9200**, by e-mail us at **clientcare@piermontbank.com** or by postal mail at **4 Bryant Park, Third Floor, Attn: Client Care, New York, NY 10018**.

10. Limitation of Liability

Bank shall not be responsible or liable for:

- Consequential or incidental damages for negligent performance by Bank of its services;
- Damages arising from unauthorized access to E-Statement Services;
- Any costs associated with updating, modifying, accessing or terminating the Customer's software or hardware.

11. Additional Terms and Conditions

This eStatement Agreement is in addition to the terms and conditions of the Business Online Banking and Mobile Banking Services Agreement and your Account Agreements. To the extent that this eStatement Agreement is inconsistent with any of the terms and condition contained in the aforementioned Agreements, the terms and conditions of this eStatement Agreement shall control with respect to this Service.

12. Our Right to Terminate

This eStatement Agreement may be terminated or limited by the Bank either immediately or upon reasonable notice for any reason at Bank's sole discretion.

C) Mobile Banking

1. Description of Service

The Bank offers Customer and its Users access to their account information and to make selected transactions using a Mobile Device ("**Mobile Terms**"). This access can be either through the Mobile

Device's web browser or by downloading the Mobile App. Enrollment by a User requires a User to download the Software to a Mobile Device, having an Administrator authorize a User to use the Mobile Banking Service and having the User enroll to use the Service at the Website. **Data usage charges may apply.** 0

Note: If you use the Mobile App or access Mobile Banking through the web browser on your Mobile Device, all the features of Online Banking may not be available. To access all the features and Services offered by Online Banking, please sign in at Website (www.piermontbank.com) using a personal computer.

2. Software Updates

When a new version of the Software for the Mobile App is available, each enrolled User will be notified of the update via an alert in your App Marketplace or at our Website. Simply update your Mobile App, and then you may continue using the Service.

3. Privacy and User Information.

You acknowledge that in connection with your use of Mobile Banking, the Bank, its affiliates and its Service Providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Mobile App (collectively "**User Information**"). The Bank, its affiliates and its Service Providers will maintain reasonable safeguards to protect the User Information from unauthorized disclosure or use. These parties reserve the right to use and disclose User Information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the Service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of Customers, Users and the public, to defend claims, and as otherwise authorized by you. The Bank, its affiliates and its Service Providers also reserve the right to monitor use of Mobile Banking and the Mobile App for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

4. Touch ID™ and Fingerprint Login for Mobile Banking.

Fingerprint Login is an optional fingerprint sign-in method for Mobile Banking that may be available for certain Apple® (via Touch ID™) and Android® Mobile Devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for help with fingerprint scanning, contact the manufacturer that supports your Mobile Device.). Fingerprints are stored on your device only and the Bank never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Mobile Banking. Bank reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking User at a time on a Mobile Device. If your Mobile Device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g. User Name and Password). To use Fingerprint Login for Mobile Banking on multiple Mobile Devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Android is a trademark of Google Inc.

5. Debit Card Controls.

The following supplemental Terms of Use ("**Supplement**") applies to the debit card controls feature ("**Card Controls**") within Mobile App. Notwithstanding anything to the contrary in these Mobile Terms, the Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Mobile Terms and this Supplement, then this Supplement shall apply with respect to Card Controls.

- The Card Controls feature is only available for debit cards issued by the Bank that you register within the Mobile App.
- The Card Controls alerts and controls you set through use of the Mobile App may continue to apply, even if you delete the Mobile App or remove it from your Mobile Device. Please contact the Bank to discontinue the alerts and controls.
- Certain Card Control functionality within the Mobile App may not be available for all transactions. Controls and alerts based on the location of the Mobile Device, where the Mobile App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
- Card Controls may enable access to the Bank and third parties' Service and web sites, including GPS locator websites, such as Google. Use of such Service may require Internet access and that you accept additional terms and conditions applicable thereto.

6. Third Party Service

To the extent this Mobile App allows you to access third party services, the Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such Service. We may also impose limits on the use of or access to certain Service, in any case and without notice or liability.

D) Mobile Deposits Terms and Conditions

1. Description of Service

Mobile Deposits allows you to use a compatible camera-enabled Mobile Device to scan original paper checks ("**Checks**") and electronically transmit images of them along with associated deposit information to the Bank for deposit to your designated Account(s) through the Mobile App ("**Electronic Checks**"). The Service converts your scanned Checks into Electronic Checks, in accordance with the Check Clearing for the 21st Century Act ("**Check 21 Act**") and Federal Reserve Board Regulation CC ("**Regulation CC**"), to facilitate the deposit and collection of Checks.

2. Qualifying Items

You can only deposit Checks payable in U.S. dollars drawn on financial institutions located in the United States through the Mobile Deposit Service. You cannot deposit, the following items:

- Checks payable to any person or entity other than you, or to you and another party.
- Checks containing any alteration of which you know or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn.
- Checks that are not in original form with an original signature, such as substitute checks or remotely created checks.
- Checks drawn on a financial institution located outside the United States.
- Checks not payable in United States currency. Checks or items on which a stop payment order has been issued or for which there are insufficient funds.

- Checks where the numerical and written amounts are different.
- Checks that have been previously returned unpaid for any reason.
- Checks that are postdated or more than 6 months old.
- Travelers Checks

3. Check Requirements

Any Electronic Check you transmit through the Service must accurately and legibly provide all the information on the front and back of the Check at the time it was presented to you. **You must indorse the original Check with a restrictive indorsement before scanning it by applying your signature and the legend, "For Mobile Deposit at Piermont Bank Only."**

You agree that each Electronic Check shall provide the following information: (1) Identification of the drawer and the paying bank that is preprinted on the Check, including complete, full-field, and accurate MICR (magnetic ink character recognition) line, routing transit number, number of the account on which the Check is drawn, and the drawer signature(s); (2) amount, payee, date, Check number; and (3) other information placed on the front of the Check and your endorsement applied to the back of the Check - with the required restrictive endorsement.

Both the front and back of each Check must be transmitted to the Bank as provided using on-screen instructions. The Bank in its sole discretion may refuse to accept Electronic Checks that do not meet our Check Requirements or that do not include the restrictive indorsements.

4. Rejection of Deposits by Bank

You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach warranties and any other loss sustained by, or claim made against the bank relating to such deposits.

The Bank is not liable for any service charges or late charges that may be imposed against you due to our rejection of any Electronic Check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus applicable fees to your account due to an Electronic Check being rejected for deposit.

5. Checks Returned Unpaid

You are solely responsible for verifying that the Electronic Checks you deposit by using the Service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that are being reversed because an Electronic Check was returned unpaid by the payor financial institution. Applicable fees may apply.

6. Funds Availability

The funds for the Checks that you deposit through the Service may not be immediately available to you. The funds for all accepted Electronic Checks will be available in accordance with the Bank's Funds Availability Disclosure, as amended from time to time. You understand and agree that we shall not be deemed to have received a Check deposit through the Service until we notify you via onscreen messaging and/or e-mail that we accepted an Electronic Check for deposit.

The deposit cut-off time for the Service is 4:00 PM Eastern Time (ET). The Bank reserves the right to change the cut-off time in its sole discretion. Such change shall be effective immediately and may be implemented before you receive notice of the change. You may contact us at any time to verify our

current cut-off time.

If you complete the scanning and transmission process and receive notice that your deposit was received, Electronic Checks deposited before the cut-off time on a Business Day will be considered received that same Business Day. Electronic Checks that are received by us through the Service after the cut-off time on a Business Day, or on any day that is not a Business Day, will be considered received by us on the next Business Day.

7. Storage, Security and Destruction of Original Checks

You agree that once an Electronic Check has been deposited through the Service, the original paper Check is your property and not the property of the Bank. You shall securely store the original Check for a reasonable period, not to exceed ninety (90) days, after you receive a notice through the Service that the Electronic Check has been accepted by us. Upon request by the Bank you will promptly provide to the Bank a retained original Check (if available), or a legible copy of the front and back of the Check in a form acceptable to us, to aid in the clearing and collection process, or to resolve claims by third parties, or for our audit or fraud loss prevention purposes.

8. Prohibition Against Presenting Checks More Than Once

Once you have used the Service to deposit an Electronic Check, you agree not to present, or allow anyone else to present, that original Check or a substitute check of the original Check again for deposit through the Service or by any other means.

9. Deposit Limits

The Bank reserves the right to establish and assign deposit limits for the Service (including limits on the dollar amount and/or number of Checks that you deposit through the Service each day) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits.

10. Representations and Warranties

In addition to your representations and warranties contained in other provisions of this Agreement, you represent and warrant that:

- Each image of a Check you transmit to us is
 - a true and accurate rendition of the front and back of the original Check, without alteration, and the drawer of the Check has no defense against payment of the Check
 - made payable to you, the owner of the Account, is not a third party or second endorsed check, and is not issued to multiple parties
 - qualifies as an original check as defined by Regulation CC and is not a substitute check as defined by Check 21 or an image replacement document (IRD) that purport to be substitute checks and which have previously been endorsed by a financial institution
 - drawn on a financial institution located within the United States and is payable in United States currency.
 - dated no more than six (6) months prior to the date of the deposit
- You are authorized to enforce each Check you transmit for deposit.
- You are solely responsible for any and all financial risk that may be associated with your use of the Service, including without limitation the risk that a Check will be returned for insufficient funds.
- You are solely responsible for the instructions you provide to the Bank and for failing to properly access or use the Service, including without limitation input errors.
- You will not deposit or otherwise endorse to a third party the original Check, and no person will

receive a transfer, presentment, or return of, or otherwise be charged for, the original Check or a paper or electronic representation of the original Check such that a person will be asked to make payment based on an item that has already been paid.

- You will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

If you breach any of these representations and warranties, you agree to indemnify, defend and hold harmless the Bank from and against any and all liability, damages, or losses arising from any claims, suits, or demands from third parties with respect to such breach. You further authorize the Bank to debit your account for the amount of any such claim, suit or demand that results from a breach of warranty claim under the provisions of Check 21, Regulation CC, and/or the Uniform Commercial Code. You will maintain funds in your account(s) in amounts and for a period of time as we determine in our sole discretion to cover any outstanding Checks and your obligations for returns of checks, warranty claims, fees and other obligations. If any such liabilities exceed the amount in the applicable account(s), we may charge such excess against any of your other accounts at the Bank and you will pay us any amount remaining unpaid immediately upon our demand.

11. Mobile Deposit Security

You understand that an image of an Electronic Check may be captured using your Mobile Device and stored in its memory only until the Electronic Check has been successfully submitted. You agree to promptly complete each Mobile Deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your smartphone, tablet, or mobile device remains securely in your possession until the Mobile Deposit has been completed or to delete the associated images from the Mobile App.

12. Mobile Deposits - Additional Terms and Conditions

The use of the Mobile Deposits\ Service is subject to all of the terms or instructions which may appear on-screen when you access the Service, or in the user guides, and/or other information or documentation that the Bank may provide to you from time to time regarding the Service.

E) Mobile Alerts Terms and Conditions

1. Description of Service

The Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over Short Message System (SMS) Text Message, as well as the option to setup alerts for their account (e.g., low balances alert). Enrollment requires identification of the User's banking relationship with the Bank as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS Text message with verification code which they will have to enter on the Web Site. Additionally, customers may select type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard text messaging charges apply.

2. Notices to You

You and we may provide notices to you by SMS Text message. All notices shall be deemed received by you no later than twenty-four (24) hours after they are sent. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

3. Alerts Enrollment

Your enrollment in the Service includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your

Account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the More menu within the Bank Mobile Banking.

4. Alert Management

Account Alerts and Additional Alerts must be managed and/or added online through the Bank Online Banking System. You cannot maintain all Alerts through your mobile device. 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. The Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

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 Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at (212)-266-9200. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

5. 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 Online Banking message in-box, by an e-mail message. 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.

6. Limitations.

The Bank provides 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 the control of the Bank control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold the Bank, its 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.

7. 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.

F) Account to Account Transfers

1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "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.
- b. 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.
- c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. 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 5 of the Transfer Money Terms (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 5 of the Transfer Money Terms (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. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e., email, push notification).
- d. 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 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 6 of the Transfer Money Terms 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.
- e. It is your responsibility to ensure the accuracy of any information that you enter into the 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.

2. Transfer Methods and Amounts.

Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

3. Transfer Cancellation Requests.

You may cancel a transfer at any time until it begins processing (as shown in the Service).

4. Stop Payment Requests.

If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. 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.

5. Service Fees and Additional Charges.

You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the 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 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 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for

the 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 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

6. 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.

7. Returned or Failed Transfers.

In using the Service, you understand transfers may be returned or fail 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. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

8. Definitions.

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"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.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.

G) Bill Payment and Bill Presentment Service

1. Description of Service.

The term "Bill Payment Terms" means these Bill Payment Service Terms. The bill payment service enables you to receive, view, and pay bills from Online and Mobile Banking.

2. Payment Scheduling.

The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected

method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

3. The Service Guarantee.

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the Section 2 of the Bill Payment Terms (Payment Scheduling).

4. Payment Authorization and Payment Remittance.

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

5. Payment Cancellation Requests.

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or

edited, therefore a stop payment request must be submitted.

6. Stop Payment Requests.

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer care the Bank by phone at **(212) 266- 9200**, by e-mail us at **clientcare@piermontbank.com** or by postal mail at **4 Bryant Park, Third Floor, Attn: Client Care, New York, NY 10018**. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

7. Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through the Service.

8. Exception Payments Requests.

Exception Payments may be scheduled through the Service; however, Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee does not apply to Exception Payments.

9. Bill Delivery and Presentment.

The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- a) Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
- b) Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
- c) Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a)

activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.

- d) Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's Service and/or bill information.
- e) Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- f) Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- g) Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- h) Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- i) Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- j) Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your

Billers.

10. Service Fees and Additional Charges.

You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may be a charge for additional transactions and other optional Service. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. 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. "Failed or Returned Payment Instructions" Section of this Agreement (§B.15) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient fees in the Billing Account.

11. Biller Limitation.

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you. as set forth in Prohibited Payments section of this Agreement (§B.12) or an Exception Payment under this Agreement.

12. Returned Payments.

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

13. Information Authorization.

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

I) Indemnification Agreement

Customer hereby agrees to indemnify and hold harmless the Bank, its affiliates, its directors or officers its assigns from and against any damage, loss of liability or any kind, including, without limitation, reasonable attorney's fees, costs and disbursements which result directly or indirectly In whole or in part from the Service provided under this agreement except when such loss, damage or claim shall arise from or be caused by the gross negligence of the Bank In no event shall the Bank be liable for any loss that is a result of any encoding, key punching, date or other instruction furnished by Customer, which shall be inaccurate or incorrect.

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless us and our Affiliates and Service Providers and the respective directors, officers, employees and agents of each, from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the Service, your violation of this Agreement or your infringement, or infringement by any User of your account, of any intellectual property or other right of any person.

J) 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 Service ("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.

K) Governing Law

This agreement shall be governed by and interpreted according to the law of the State of New York, without giving effect to the principles of conflicts of law of such state, other than Section 5-1401 of the New York General Obligations Law, except to the extent preempted by Federal law.

L) Release.

You release the Bank and our Affiliates and Service Providers and the respective, directors, officers, employees and agents of each, 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 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.

M) Limitation of Liability

Neither the Bank nor our Service Providers are liable for failures to perform our obligations under this Agreement resulting from fire, earthquake, flood or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond our control

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND AGENTS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE 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 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 AGENTS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE 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 AGENTS 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 SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE 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 AGENTS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN "ARBITRATION" AND "GOVERNING LAW" SECTIONS OF THIS AGREEMENT 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 AGENTS 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.

N) Disclaimer of Warranties

YOU AGREE THAT YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF OUR SERVICE PROVIDERS) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT ANY THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND TELECOMMUNICATION LINES AND CIRCUITS. YOU HEREBY ASSUME ALL OF THE FOREGOING RISKS.

YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE SERVICE.

O) 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 Service and the portion of the Site through which the Service are 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 to the maximum extent possible. 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. If there is a conflict between the terms of this Agreement and something stated by an employee or agent of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

P) Bank Contact Information

Except as otherwise stated in this Agreement, notices to us concerning the Service can be made by phone at **(212) 266-9200**, by e-mail at **clientcare@piermontbank.com** or by postal mail at **4 Bryant Park, Third Floor, Attn: Client Care, New York, NY 10018**.

Q) 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 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 Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) 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.

Piermont Bank
Account to Account Transfer Terms of Service

1. Introduction. This Account to Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and Piermont 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. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.

- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

4. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the 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. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

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: 4 Bryant Park, 3rd Floor New York, NY 10018. We may also be reached at 212-266-9200 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 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 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 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 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.** 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.

17. **Privacy of Others.** If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

18. **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.

19. **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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. Intellectual Property. All other marks and logos related to the 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 Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and 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 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.

29. 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.

30. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the 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 Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

31. 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.

32. 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).

33. 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.

34. 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 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 Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

35. 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.

36. 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.

37. 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.

38. 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 Service.

39. 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 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.

40. 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.

41. Exclusions of Warranties. THE SITE AND 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 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.

42. 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 SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE 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 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 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 SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE 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 SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS 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.

43. 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.