

# **Gate City Bank**

## **Online & Mobile Banking Agreement and Disclosure**

January 2025

This Online & Mobile Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online & Mobile Banking service. It also describes the rights and obligations of Gate City Bank ("Bank").

Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

### **Definitions**

The following definitions apply in this Agreement:

1. Authorized Representative" refers to a person with authority (with respect to the account)
2. ISP" refers to your Internet Service Provider
3. Online Banking" is the internet-based service providing access to your Bank account(s)
4. Online Account" means the Bank account from which you will be conducting transactions using a Service
5. Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service
6. PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account
7. Username" is the identification code selected by you for your connection to the Service
8. "We", "us", or "Bank" refer to Gate City Bank, which offers the Services, and which holds the accounts accessed by the Services and
9. "You" or "your" refers to the owner of the account or the authorized representative.

### **Access to Services**

The Bank will provide instructions on how to use Online & Mobile Banking. You will gain access to your accounts using your internet-enabled device, your ISP, your Username and your Password. You may access your Online & Mobile Banking 24 hours a day, seven (7) days a week. However, availability of the services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software, and for reasons beyond the bank's control.

For purposes of transactions in Online & Mobile Banking, the bank's business days are Monday through Saturday, excluding Sundays and holidays. All Online & Mobile Banking transactions which are requested on Sundays, or holidays on which the bank chooses to remain closed, will be processed on the bank's next business day.

## Gate City Bank Online Banking Services

Subject to the provisions of this Agreement, customers will have Internet access to the services described below.

### Account Access

You may access your eligible accounts online.

### Transferring Funds

You may initiate fund transfers between your Gate City Bank accounts and other Gate City Bank customer accounts.

### Use of Your Password

You are responsible for keeping your Password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or Username;
- Do not leave your device unattended while you are using Online & Mobile Banking.
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.
- Upon five (5) unsuccessful attempts to use your Password, your access to the Services will be revoked. To re-establish your Password to use the Services, you must access the Online & Mobile Banking login screen and click the "Forgot your password?" link.

If you need your Password reset, you can click the "**Forgot password?**" link on the Online & Mobile Banking login screen or contact the Bank during business hours.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call Gate City Bank immediately at 800-423-3344. Calling is the best way of minimizing your losses and liability. If you believe your password has been compromised, we recommend changing your password.

### Granting Access to Other People

As the authenticated primary user of Online & Mobile Banking, you have the ability to authorize another person or persons access to your accounts and to provide such person(s) with certain authorities with respect to your accounts.

Granting access includes, but is not limited to view-only access, making transfers between designated accounts and initiating payments from designated accounts, granted individually or in combination. You are responsible for and have sole authority and control in sharing access with, managing and disabling users and/or their respective authority.

You authorize us to act on transaction instructions initiated under the credentials of a user, just as if such transaction was initiated under your credentials, and you further understand and agree that you are responsible for all transactions or actions of any user, including charges and fees, and that all such transactions are deemed authorized under the Electronic Funds

Transfer Act. When granting user access, you assume total liability for any and all activities of a user with respect to your accounts, and you agree to indemnify and hold us harmless in any claim arising from your granting of another user, including, without limitation, any claims you make against a user for breach of your agreement with said user.

### **Accessing Your Electronic Documents:**

You will access your electronic documents within your Online & Mobile Banking where you will be required to enter your Gate City Bank Online Banking username and password and agree to the terms of use to view the electronic documents. For accounts with multiple owners, only one account owner needs to enroll the account in the service. However, each account owner must view and consent to the terms of use in order to view the account document online. When you enroll for Online documents, Gate City Bank will no longer mail paper documents to you. It is your sole responsibility to protect your password from unauthorized persons. You agree that it is your responsibility to ensure that the electronic documents cannot be intercepted or viewed by others. The Bank will not be liable for any access you authorized to your electronic device or your passwords.

You must promptly access/review your documents and any accompanying items and notify us in writing within the applicable time period specified in your Account Agreement and Disclosure of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone else to access/review your statement, you are still fully responsible to access/review the statement for any errors. Any applicable time periods within which you must notify us of any errors on your account statement shall begin on the email date regardless of when you receive and/or open the statement.

### **Mobile Banking**

You may access your online banking through a mobile device, using our Mobile Banking website ([www.gatecity.bank](http://www.gatecity.bank)) or Gate City Bank Mobile App.

### **Biometric Authentication**

You may access your Online Account using biometric authentication (Face ID, Touch ID, or Fingerprint) to log into the Mobile Banking App securely instead of entering your Username and Password. Your Username and Password will not be stored on your device.

Fingerprints and facial recognition are only stored on your device. Gate City Bank does not see or store your fingerprint or facial recognition information.

### **Alerts**

Enroll in and manage text, email and push alert services.

### **Mobile Deposit**

Deposit checks with a mobile device camera.

### **External Transfer Service**

You may enroll in and manage external transfer services that allow you to transfer funds to and from your Gate City Bank accounts to other accounts you have at other financial institutions. (additional fees for use of this service may apply).

### Bill Pay and Zelle Services

Enroll in and manage Gate City Bank's Bill Pay and Zelle service that allows you to pay bills and send funds to other people (additional fees for use of this service may apply).

### Additional Services

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

### Fees

If applicable, you authorize us to charge you Online/Mobile Banking fees identified in our current fee schedule disclosed with the Account Agreement, the Loan Agreement, or in the Fee Schedule, which may be amended by us from time to time.

### Termination Terms

This Agreement will become effective when you are approved for Online & Mobile Banking by the Bank and shall remain in full force and effect until termination in accordance with the following provisions.

#### Termination for Cause or Without Cause

We may terminate this agreement and your use of the services in whole or in part at any time without prior notice. We may take such action for any reason including, but not limited to, the following circumstances:

1. you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing;
2. or users whose account(s) have been closed for at least 90 days.

#### Termination for Convenience

To terminate this Agreement, you must notify Gate City Bank either in person, by phone call or in writing by providing your name, address, the service(s) you are discontinuing, and the termination date of the service(s). You may reach the Bank using one of the methods outlined in the Contact Information section below.

Your Online & Mobile Banking service will be discontinued if your account(s) have been closed for at least 90 days. If your Service(s) are discontinued, you must complete the registration process to have the Service(s) re-activated.

### Contact Information

In case of errors or questions regarding Online Banking transaction, you may contact the bank using the following methods:

- By sending an e-mail to [onlinebanking@gatecity.bank](mailto:onlinebanking@gatecity.bank)
- By sending an internal message inside your Online Banking/Contact Us
- By calling 800-423-3344
- By visiting one of our Banking Locations
- By writing a letter and sending it to the following address:

Gate City Bank  
 Attention: Digital Banking  
 500 2nd Ave N  
 Fargo, ND 58102

We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

We will need:

1. Your name and account number
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
3. The dollar amount of the suspected error and date on which it occurred.

### **Card Manager Additional Terms**

The card management feature is offered by Gate City Bank (referred to herein as “[New option for Cards]”, “**us**”, “**we**” or “**our**”) for use by Gate City Bank cardholders. Gate City Bank’s card management feature is intended to allow you to initiate certain payment card related activities for your enrolled Gate City Bank card(s) via the card management feature. Those activities may include the ability to but not limited to:

- Activate and deactivate the card
- Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off (“**Controls**”)
- Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases (“**Alerts**”)
- View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information)
- Report your card as lost or stolen
- Review your spending by merchant type and/or by month
- View a list of merchants storing your card information for recurring or card-on-file payments

The card management feature may enable access to Gate City Bank and third parties’ services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that you accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of

use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [https://www.google.com/help/legalnotices\\_maps/](https://www.google.com/help/legalnotices_maps/), or such other URLs as may be updated by Google. To the extent the card management feature allows you to access third party services, Gate City Bank and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to you.

You agree to allow us to communicate with you via push notification, SMS and/or email, with respect to the activities performed via the card management feature. Data fees may be imposed by your mobile provider for the transmission and receipt of messages and Alerts.

Gate City Bank reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in Gate City Bank's card management feature.

**Availability/Interruption.** You acknowledge that the actual time between occurrence of an event ("**Event**") triggering a selected Control or Alert and the time the notification of such event is sent to your mobile device ("**Notification**") is dependent on a number of factors including, without limitation, your wireless service and coverage within the area in which you are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, "**Commands**") are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to your mobile device in all areas.

If you registered to receive Notifications to your mobile device, the card management feature is available when you have your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. Gate City Bank does not guarantee that the card management feature (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based upon the location of the mobile device where the card management feature 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 location of the actual location of the merchant differs from the merchant's registered address.

You acknowledge and agree that neither Gate City Bank nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither Gate City Bank nor its third-party service providers shall be liable to you if you are unable to receive Notifications on your mobile device in your intended area. Gate City Bank, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.

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## **Electronic Communications Disclosure and Consent**

As part of your relationship with us, we want to ensure you have the information you need to effectively manage your accounts. Our goal is to provide you with as many options as possible for receiving your account documents. We are required by law to give you certain information “in writing” – which means you are entitled to receive it on paper. However, with your prior consent, we may instead provide this information to you electronically. We also need your general consent to use electronic records and signatures throughout our relationship with you. Gate City Bank can provide these communications in electronic form for your account(s). So, before you use any of our Electronic Services (as defined below), you must review and consent to the terms outlined below. To receive ongoing electronic communications, you must also enroll in online banking.

If you do not consent, you will not be able to receive electronic communications, and you will not be able to open an account online. Instead, you may open an account by either stopping into a Gate City Bank location or by calling Gate City Bank. In such cases, you will receive only paper communications.

If you do not consent, we may be unable to complete certain transactional steps or deliver certain services to you as quickly because we will need to mail you documents and receive back paper signatures.

In this Electronic Communications Consent:

- "We," "us," and "our" means Gate City Bank.
- "You" and "your" means the person giving this Electronic Communications Consent, and also each additional account owner, authorized signer, authorized representative, delegate, product owner and/or service user identified on any Gate City Bank Products that you apply for, use or access.
- "Communications" means each disclosure, notice, agreement, fee schedule, periodic statement, record, document, and other information we provide to you, or that you sign, submit, or agree to at our request.
- "Electronic Service" means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging), and/or software applications

(including applications for mobile or hand-held devices), either now or in the future.

- “Gate City Product” means each and every account, product, or service we offer that you apply for, own, use, administer or access, either now or in the future. Gate City Products include Electronic Services.
- The words “include” and “including,” when used at the beginning of a list of one or more items, indicates that the list contains examples; the list is not exclusive or exhaustive, the items in the list are only illustrations, and the items are not the only possible items that could appear in the list.

## **Election to use Electronic Communications, and Signatures**

In our sole discretion, the communications we provide to you, or that you sign or agree to at our request, may be in electronic form (“Electronic Records”). We may also use electronic signatures and obtain them from you as part of our transactions with you.

Electronic Records may be delivered to you in a variety of ways. In some cases, you will be able to choose whether to receive certain communications electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available.

We may always, in our sole discretion, provide you with any communication via paper, even if you have chosen to receive it electronically.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another communication how you may deliver that notice to us electronically.

There are certain communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those communications to you in writing. However, if the law changes in the future and permits any of those communications to be delivered as Electronic Records, this Electronic Communications Consent will automatically cover those communications as well.

We will continue to provide your tax statements on paper unless you separately elect to receive them electronically (if available).

By consenting to receive communications electronically, you agree to provide us with the information (such as current email address) necessary to communicate with you electronically. You are required to update us with any changes to this information by contacting us through the method outlined below. To ensure that you receive ongoing electronic communications without interruption, you should notify Gate City Bank with any change at least ten (10) days prior to the end of your normal statement cycle.

### **Obtaining Paper Copies**

After consenting to receive electronic communications, if you wish to obtain a paper copy of



the communications, you can do so free of charge by contacting us through any method outlined below.

## Withdrawing Your Consent to Receive Electronic Communications, Consequences of Withdrawing Consent.

You may withdraw your consent to receive electronic communications at any time.

If you are receiving online account statement, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. After withdrawing consent if at any point in the future you proceed forward and utilize the electronic signature system you will once again need to accept this agreement to receive communications electronically. You may withdraw consent to receive electronic communications and optionally electronic signatures by following the procedures described below.

To withdraw your consent:

- If you are enrolled in online banking, send us an internal message inside your Online Banking/Contact Us
- If you are not enrolled in online banking, email us at [onlinebanking@gatecity.bank](mailto:onlinebanking@gatecity.bank).

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

## Hardware and Software Requirements

To receive electronic records, you must have:

- Access to the Internet and a supported Internet browser. The following is a list of supported browsers:
  - Google Chrome: Latest 2 versions
  - Firefox: Latest 2 versions
  - Microsoft Edge: Latest 2 versions
  - Safari: Last 2 major versions or 1 major version if over 1 year old
  - Chrome for Android: Last 2 major versions
  - Mobile Safari for IOS: Last 2 major versions
- An active email account
- A current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader)
- An operating system capable of supporting all of the above
- Access to a printer or the ability to download and save information in order to keep copies for your records
- If using the Gate City Bank mobile app, please refer to the corresponding app store for operating system requirements

We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with Electronic Services.

## Communications in Languages Other Than English

Please note, our Communications are produced in English. If you are not fluent in English, you should consider obtaining the services of an interpreter or taking other steps to ensure you understand the transaction before entering into it and to have any future English Communications explained to you.

## Contacting Gate City Bank

You may contact us to update your contact information or to obtain paper copies in the following methods:

- Email: Send an email to [onlinebanking@gatecity.bank](mailto:onlinebanking@gatecity.bank).
- Telephone: Call us at 800-423-3344.

To fulfill your request, we will need you to provide your full name and the email address associated with your Gate City Bank account, along with the specific actions you want us to take (update contact information, provide paper copies).

### Consent

**By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review Electronic Records, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your Gate City Bank Products.**

After you have electronically accessed and read this notice, please confirm your agreement to receive electronic communications by clicking the 'I Agree' button. Your agreement will verify that you can access our electronic communications and that you can save or print them as you so require.

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## External Transfers Terms of Service

1. **Introduction.** This Terms of Service document (hereinafter "Agreement") is a contract between you and Gate City Bank (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Additional Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.
2. **Service Providers.** We are offering you the Service through one or more Service Providers that we have engaged to render some or all the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all 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 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.

3. **Amendments.** We may amend this Agreement and any applicable fees and charges for the 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 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 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 Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.
4. **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 Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).
5. **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.
6. **Notices to Us Regarding the Service.** Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: Gate City Bank, 500 2nd Ave N, Fargo, ND 58103. We may also be reached at 701-293-2400 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.
7. **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. 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 6 of the General Terms above.

8. **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 identify 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.
9. **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.
10. **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.
11. **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.
12. **Eligibility.** The 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 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 Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.
13. **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:
  1. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
  2. Payments that violate any law, statute, ordinance or regulation; and
  3. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
  4. 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

5. 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

6. 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, 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

7. 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.

**14. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all 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.

15. **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. You may 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 drawn against your account.
  
16. **Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms 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 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 payments 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.
  
17. **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.
  
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:

1. 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;
2. 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 these amounts from your designated Eligible Transaction Account, including by ACH debit;
3. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

19. **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 Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. **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:

1. **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.
2. **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.

**21. Service Termination, Cancellation, or Suspension.** If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. 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.

**22. Errors, Questions, and Complaints.**

1. In case of errors or questions about your transactions, you should contact us as soon as possible as set forth in Section 6 of the General Terms above.
2. 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:
  - Tell us your name;
  - 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,
  - Tell us the dollar amount of the suspected error.



3. 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.

**23. 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.

**24. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the 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 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.

25. **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.
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 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.
27. **Disputes.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.
28. **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 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.**

29. **Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of law's provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms 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 28 of the General Terms of this Agreement.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

**35. 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 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 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, 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.

**36. Definitions.**

1. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
2. "Affiliates" are companies related by common ownership or control.
3. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
4. "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.
5. "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.
6. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
7. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all the Service to you on our behalf.

## **ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS**

**1. Description of Service, Authorization and Processing.**

1. 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. 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.

2. 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.
  3. 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:
    - 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;
    - The Service is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction;
    - The transfer is refused as described in Section 6 of the Transfer Money Terms below;
    - 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,
    - 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.
  4. 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 and Refused Transfers.** You may cancel a transfer at any time until it begins processing (as shown in the 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.
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 Transfers.** In using the 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.

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.

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## **ELECTRONIC FUNDS TRANSFER ACT**

This disclosure explains the federal law regulating electronic funds transfer to or from your account(s). Electronic Funds Transfer (EFT) services allow you in various ways to have funds transferred electronically to and from your accounts. This disclosure should be read carefully by you as it informs you of your rights and responsibilities. This disclosure only applies to accounts which are eligible for EFT services.

### **TYPES OF TRANSFERS AND LIMITATIONS**

The following Electronic Funds Transfer (EFT) services are provided at Gate City Bank: (1) Debit Card; (2) Preauthorized Electronic Funds Transfer; (3) Electronic Check Transactions; (4) All other ACH-type transactions.

**Debit Card Services** - Personal Identification Number (PIN): You will select a customized PIN for security reasons. It is your responsibility to keep this number confidential; it should not be written on your card or disclosed to anyone not authorized to sign on the account. Some of these services may not be available at all ATMs (Automated Teller Machines). For any authorized account, you may use your card and the Personal Identification Number (PIN) to: (1) Withdraw cash or transfer funds at any Gate City Bank owned ATM from any account linked to the card; (2) Withdraw cash or transfer funds at any ATM from your primary checking and a primary savings account linked to the card; (3) Pay for Point-of-Sale (POS) purchases from your primary checking account at places that have agreed to accept Mastercard Debit (PIN not required).

**Electronic Check Conversion** - You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (1) Pay for purchases. (2) Pay bills.

### **LIMITATIONS ON DOLLAR AMOUNT AND FREQUENCY OF TRANSFERS**

You may make unlimited cash withdrawals and purchases using your Debit Card, provided you do not exceed the daily dollar limits per card record number. Default limits are: Consumer – ATM \$515/day; POS \$3,500/day; Business - ATM \$0; POS \$3,500/day. Limits may vary from the default if mutually agreed upon. Gate City Bank will notify you of any adverse changes to these terms.

### **RIGHT TO DOCUMENTATION OF TRANSFERS**

**Terminal Transfers** - You can receive a receipt at the time you make any transfer to or from your account using our automated teller machine.

**Preauthorized Credits/Direct Deposits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you



can call us at the telephone number listed in this disclosure to find out whether or not the deposit has been made.

**Periodic Statements** - You will get a monthly account statement from us unless there are no transfers in a particular month. In any case, you will receive a statement at least quarterly.

### **STOP PAYMENT PROCEDURES**

**1. Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Telephone us at 800-423-3344 or write to us at Gate City Bank 500 2nd Avenue North, Fargo, ND 58102 in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and provide it to us within 14 days after you call.

**2. Notice of Varying Amount.** If these regular payments vary in amount, the person you are going to pay will tell you when it will be made and how much it will be 10 days before each payment. (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.)

**3. Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **CONFIDENTIALITY**

We will disclose information to third parties about your account or the transfers you make: (1) When it is necessary for completing transfers; (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (3) In order to comply with government agency or court orders; or (4) If you give us your written permission.

### **OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

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

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
6. If your funds are subject to legal process or other encumbrances restricting the transfer.
7. If you used the Debit Card in an incorrect manner or used the wrong PIN.
8. There may be other exceptions stated in our agreement with you.

#### **LIABILITY FOR UNAUTHORIZED TRANSFERS**

Tell us **AT ONCE** if you believe your card and/or code has been lost or stolen or you believe a transfer has been made using the information from your check without your permission. Contacting us by phone is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit).

If you tell us within two business days, you can lose no more than \$50 if someone used your card without your permission. If you do not tell us within two business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you can lose as much as \$500.

Your Mastercard Debit Card offers zero liability on the following types of unauthorized transactions: signature debit and credit transactions, PIN-based transactions and ATM transactions. The zero liability limits are provided under the following conditions: you have exercised reasonable care in safeguarding your card, and you have promptly reported loss or theft to the Bank. .

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

#### **CONTACT IN THE EVENT OF UNAUTHORIZED TRANSFERS**

If you believe your card and/or code has been lost or stolen, please telephone us at 800-423-3344 or write to us at Gate City Bank Attn: Unauthorized Transfer 500 2nd Avenue North, Fargo, ND 58102. You should also call the number or write to the address listed if you believe a transfer has been made using the information from your check without your permission.

***Business Days:*** For the purpose of this disclosure, our business days are Monday through Friday and exclude all Federal holidays.

#### **ERROR RESOLUTION**

In case of errors or questions about your electronic transfers, telephone us at 800-423-3344 or write to us at Gate City Bank ATTN: Error Resolution 500 2nd Avenue North, Fargo,

ND 58102, as soon as you can. If you think your receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days after we send the first statement on which the error appeared.

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

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

We will inform you of the results from our investigation within 10 business days (20 business days if the account has been open for 30 calendar days or less) after we hear from you. The error will then be promptly corrected. If additional time is necessary, however, we may take up to 45 days (90 days if the transfer involved a Point-of-Sale transaction, a foreign initiated transfer or an account that has been open for 30 calendar days or less) to investigate your complaint or question(s). If additional time is needed, we will give provisional credit to your account within 10 business days (20 business days if the account has been open for 30 calendar days or less) for the amount of the suspected error. This will allow you use of the money during the time it takes us to complete our investigation. If we require you to put your complaint or question(s) in writing and we do not receive it within 10 business days, we may not credit your account. If we decide that an error did not occur, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents used in our investigation.

#### **DEBIT CARD OPTIONS AND FEES**

- Debit Cards: FREE
  - Standard Gate City Bank Debit Card
  - My Card Creation - Design your own card and upload your favorite photo of your family, pet, or special memory. Image restrictions apply.
  - My School Spirit Card - Select a card design from a list of participating schools. Gate City Bank will donate \$10 to the school selected on the card for each new order.
- Excessive card replacement fee: \$5 per card
- A foreign transaction fee of 1% will be assessed on all transactions that are performed outside of the United States.
- The currency exchange rate used by Mastercard changes once a day and comes from a standard financial publication.

**Fees are subject to change at any time. Fee schedules will be available at each retail office and on our website at [GateCity.Bank/agreements/](http://GateCity.Bank/agreements/).**

#### **TERMINATION OF THIS AGREEMENT**

We may terminate the use of your Debit Card and Preauthorized Transfers at any time by sending you a notice to the last address shown in our records. You will still have the same rights and responsibilities for transactions initiated before the termination.

***Inactive Accounts:*** We will consider your account inactive if two statements are returned. We may discontinue card privileges based on the circumstances. If you have any questions, please contact us at the telephone number listed in this disclosure.

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#### **DISCLOSURES REGARDING ELECTRONIC "WHOLESALE CREDIT" TRANSACTIONS**

##### **Subject to Uniform Commercial Code Article 4A**

**Provisional Payment (ACH)** - Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice of Receipt of Entry** - Under the operating rules of the National Automated Clearing House Association (NACHA), which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**Choice of Law** - We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York, as provided in the operating rules of the National Automated Clearing House Association, unless it has been otherwise specified in a separate agreement that the law of some other state shall govern.

#### **PAYDAY YOUR WAY**

Early access to direct deposit funds depends on the timing of the submission of the payment file from the payer. We generally make these funds available on the day the payment file is received, which may be up to 2 days earlier than the scheduled payment date.

#### **ATM Fee (Surcharge) Refunds**

Some banks and ATM owners may assess a fee (surcharge) if you decide to use their ATM.

The surcharge could happen at any ATM not owned by Gate City Bank. Gate City Bank will refund up to \$250 annually in ATM fees per customer for accounts where the customer is the tax reported owner. ATM fees incurred by any card on the checking account or linked savings account will count toward the tax reported owner's total. Annual is defined as the calendar year, January 1st through December 31st.

Businesses or other entities (i.e Trusts or Estates) are not eligible for ATM fee (surcharge) refunds.