

## TERMS AND CONDITIONS

### ONLINE BANKING AGREEMENT / DISCLOSURE

#### FRIEND BANK

##### GENERAL TERMS OF THIS AGREEMENT

This Agreement governs the use of Friend Bank Online Banking, Friend Bank Mobile Banking, Friend Bank Mobile Deposit Capture, Friend Bank Bill Payment, Online Statement Delivery, and any other online services that Friend Bank may make available to you through the Online Banking website (collectively "Service") and is made and entered into by and between "Friend Bank" ("Bank"), also referred to as "we" and each person who signs Bank's signature card for the Account being accessed or is referenced on the Bank's records as an owner of the Account, or each party whose signature appears on a credit line application ("Customer"), also referred to as ("you"). Each customer on the account is jointly liable for all transactions initiated through Online Banking, including overdrafts, even if the customer did not participate in the transaction, which resulted in the overdraft.

The Bank is entitled to act on instructions received through Online Banking under your password and without inquiring into the identity of the person using the password. You should not under any circumstances disclose your password by telephone or to anyone claiming to represent the Bank; Friend Bank employees do not need and should not ask for your password. You are liable for all transactions made or authorized using your password. The Bank has no responsibility in establishing the identity of any person using your password. If despite the Bank's advice, you give your password to anyone, you do so at your own risk since anyone to whom you give your password or other means of access will have full access to your account(s) even if you attempt to limit that person's authority. You must contact the Bank immediately in the event that your password has been lost, stolen or otherwise compromised so that it will not be honored and can be disabled. You hereby release the Bank from any liability and agree not to make any claim or bring any action against the Bank for honoring or allowing any actions or transactions where you have authorized the person performing the actions or transactions to use your account(s) and/or you have given your password to such person, or, in the case of a jointly held account, such person is one of the Account owners. You agree to indemnify the Bank and hold it harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from such claims or actions.

Account information displayed through Online Banking is current information. Funds transfers between Account(s) initiated on your computer using Online Banking and received by the Bank by 4:00 p.m. CST Monday through Friday will be effective on the current business day. Funds transfers processed on your computer using Online Banking and received after 4:00 p.m. CST Monday through Friday or all day Saturday, Sunday and banking holidays will be effective the following business day.

Electronic mail to the Bank may be delayed; therefore, if you need the Bank to received information concerning your Account immediately, you must contact the Bank in person or by telephone (i.e. stop payments, to report a lost or stolen card or to report unauthorized use of your Account). The Bank shall have a reasonable period of time after receipt to act on requests or information you send by electronic mail.

The Bank will mail or deliver to you periodic statements for your Bank Accounts as disclosed in your deposit agreements. The Bank will include any transfer you authorize through Online Banking on your statements. You agree to review your periodic statements in accordance with this Agreement and any other deposit Agreements governing your Account, for accuracy of all data transmitted through Online Banking. You should promptly notify the Bank of any discrepancies, including but not limited to, any errors or inaccuracies related to date transmitted by Online Banking.

Some of the terms set forth below are governed by the Electronic Funds Transfer Act (“EFT Act”), which is only applicable to consumers. Commercial Account holders are not entitled to the rights provided under the EFT Act.

If you believe unauthorized transactions are being made from your Account, please notify the Bank immediately. Contact Friend Bank at 334-886-2367, or toll free at 1.800.435.2074, or write the Bank at: 220 E. Lawrence Harris Hwy, PO Box 640, Slocomb, AL 36375.

If you feel that any statement is wrong, or you wish to have more information about a transfer listed on a statement, contact us in writing or by telephone. We must hear from you within sixty (60) days after we send you the FIRST statement on which the problem or error appeared. When you contact us,

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

If you notify us by telephone, we may require that you send us your complaint or question in writing within ten (10) business days. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your Account.

We will tell you the results of our investigation within ten (10) business days after notice of the problem and will correct any error promptly. If we need more time, however, we may take up to ninety (90) days to investigate complaints or questions concerning foreign-initiated transfers, or up to forty-five (45) days to investigate all other electronic transfers. If we need this extended time to investigate, we will provisionally credit your Account within ten (10) business days for the amount you think is in error. You will have the use of the money during the time it takes us to complete the investigation. If we decide no error occurred, we will send you a written explanation within three business days after our investigation is completed. You may ask for copies of the documents we used in our investigation.

You shall be responsible for all transfers you authorize through Online Banking. You shall also be responsible for all transactions initiated by persons to whom you have given your password. You must report to the Bank AT ONCE if the password has been lost or stolen. Telephoning is the best way of minimizing possible losses. Failure to notify the Bank could result in the loss of all money in your Account plus your maximum line of credit, if you have one. If you report to the Bank within two (2) business days, the loss sustained by you will be no more than \$50 if your password is used without your permission. If you do not report to the Bank within two (2) business days after learning of the loss or theft of the password, and the Bank can prove that it could have prevented someone from using the password without your permission had it been notified, you could lose as much as \$500. Also, if the statement shows electronic transfers you did not make, report them to the Bank at once. If you do not tell the Bank within 60 days after the statement was mailed, you may lose all of the money transferred after the 60 days if the Bank can prove that it could have prevented the loss had you reported it promptly. The Bank may extend the time periods for a good reason, such as a long trip or hospital stay, which might keep you from notifying the Bank.

The Bank shall be responsible for performing services expressly provided for in this Agreement, and shall not be liable for any error or delay, so long as the Bank acted in accordance with the terms and conditions hereof. The Bank shall not be liable if you do not have sufficient funds in a designated Account to complete the transaction you initiate or if the Account is closed. The Bank shall not be liable if you have not given the Bank complete, correct or current transfer or payment instructions or if you have not followed proper instructions given through Online Banking. The Bank shall not be responsible

for any loss, damage, liability, or claim arising, directly or indirectly from any error, delay or failure in performance of any of its obligations hereunder which is caused by fire or other natural disaster, strike, civil unrest, any inoperability of communications facilities or any other circumstances beyond the control of the Bank.

I certify that I am at least 18 years of age, and that I have read, understand and agree to all terms, conditions and disclosures indicated on the previous screens and that I have truthfully and fully completed all items on this application.

My initial use of Friend Bank Online Banking product constitutes my acceptance and agreement to be bound by all of the terms and conditions of this agreement and acknowledges my receipt and understanding of this agreement.

The Bank has the right to modify or terminate this Agreement at any time. We will comply with any notice requirements under applicable law for such changes or termination. If we terminate this Agreement, no further Online Banking transfers will be made, including but not limited to any payments or transfers scheduled in advance or any preauthorized recurring payments or transfers. If we modify this Agreement, your continued use of Online Banking services will constitute your acceptance of such changes in each instance.

**Accessibility and Banking Business Days.** Generally, Online Banking and Mobile Banking will be available 24 hours a day, 7 days a week, except for interruptions due to maintenance or matters beyond the Bank's control. Banking business days are Monday through Friday, excluding Saturday, Sunday and federal holidays. You may access Account information through Online Banking 24 hours a day, 7 days a week, except for interruptions due to maintenance or matters beyond the Bank's control.

**Account Requirements.** To subscribe to Online Banking, you must maintain at least one deposit Account with the Bank. Online Banking will allow you to access more than one Account, to view Account balances and transaction information, transfer funds among designated Accounts, pay bills from designated Accounts, send electronic mail to Friend Bank and receive electronic mail from Friend Bank. The Bank reserves the right to deny the Customer the ability to access Online Banking, to limit access or transactions or to revoke the Customer the ability to access Online Banking without advance notice to the Customer.

**Disclosures, Rates and Fees.** Online Banking services and each of your accounts are governed by the applicable Disclosures, Rates and Fee Schedules provided by the Bank in your new account packet, as each may be modified from time to time. Your initial use of Online Banking services indicates your agreement to be bound by this agreement and acknowledges your receipt and understanding of this document. You are responsible for paying any fees associated with Online Banking as outlined within this agreement as well as any fees that may be accessed by your Internet Service Provider and for any telephone charges or fees incurred by accessing Online Banking.

**Joint Account Owners.** If you are a joint account owner or you represent any account owner in a fiduciary capacity, you represent and warrant that you are authorized to accept this Agreement on behalf of all Owners for the Designated Account. Each Customer is jointly and individually liable for all transactions initiated through the Service, including overdrafts, even if the Customer did not participate in the transaction that resulted in the overdraft.

**Savings and Money Market Transaction Limitations.** There are restrictions on the number of withdrawals from your savings and money market Accounts that may apply to payments and funds transfers between Accounts and bills paid from these Accounts initiated through Service. Excessive transactions may incur fees on your savings and money market accounts. Please see your Deposit Account Agreement.

**E-Sign Consent.** By accepting the electronic version of this Agreement, you agree that Friend Bank may make agreements with you concerning the Service through electronic means. You provide your authorization and informed consent to the e-mail notice and the delivery of electronic records selected for your Designated Accounts as described in this Agreement. All agreements entered into by electronic means will be deemed valid, authentic, and shall have the same legal effect as agreements entered into on paper. You will be deemed to have received any electronic messages sent to you if such messages are sent to the latest email address you have provided to Friend Bank.

You further agree that electronic copies of your Online Delivery account statement (eStatement) are valid as “originals” and you will not contest the validity of the electronic copies, absent proof of altered data or tampering. This consent to the use of electronic agreements and communications shall apply to all agreements and communications made in conjunction with this agreement and the Service.

**Amendments.** This Agreement or any of the Services offered through this Agreement may be modified from time to time and Friend Bank will notify you of the changes through the secure Online Banking website or by email. Your use of the Service after the delivery of any changes will demonstrate your consent to the new terms. In the case of some Services, you will be asked to agree to additional terms and conditions when you first sign up for the particular Service. If there is a difference in the terms between this Agreement and the special agreements related to those services, those special service agreements will govern your use of that service.

**Modification or Termination.** The Bank has the right to modify or terminate this Agreement at any time. We will comply with any notice requirements under applicable law for such changes or termination. If we terminate this Agreement, no further Online Banking transfers will be made, including but not limited to any payments or transfers scheduled in advance or any preauthorized recurring payments or transfers. If we modify this Agreement, your continued use of Online Banking services will constitute your acceptance of such changes in each instance.

## **MOBILE BANKING SERVICE – TERMS AND CONDITIONS**

Friend Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS). By participating in Mobile Banking, you are agreeing to the terms and conditions presented here. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, and Verizon Wireless. Mobile Banking and any software you may obtain from Mobile Banking (“Software”) may not be available at any time for any reason outside of the reasonable control of Friend Bank or any service provider.

**Enrollment.** To enroll in the Mobile Banking Service, you will be asked to identify your banking relationships with Friend Bank and provide a mobile phone number. The mobile phone number will be verified by sending you an SMS message with a verification code which you will enter on the Mobile Banking website. You will also select the type of alerts and other preferences which will determine, together with your account data, the frequency of alerts delivered to you. Standard messaging and data rates may apply. The alert service will continue until you terminate the Service or opt out of the alert program.

**Termination.** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says “STOP” to this number: 72080. You’ll receive a one-time-opt-out confirmation text message. After that, you will not receive any future messages.

**Privacy and User Information.** You acknowledge that in connection with your use of Mobile Banking, Friend Bank and its affiliates and 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 and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively “User Information”). Friend Bank and its affiliates and 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 Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Friend Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software 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.

**Restrictions on Use.** You agree not to use Mobile Banking 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 Mobile Banking or the Software to transmit or disseminate: (1) 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; (2) 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; (3) material or data, that is illegal, or material or data, as determined by Friend 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 Friend Bank or any third-party service provider involved in the provision of Mobile Banking; (4) 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 crimes, 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 services of any wireless carrier; (5) 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; (6) any material or information that is false, misleading, or inaccurate; (7) any material that would expose Friend Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (8) 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 services 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 Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking 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](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google.

#### Touch ID™ for Mobile Banking.

Touch ID is an optional fingerprint sign-in method for Friend Bank Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete

the setup (for more help with fingerprint scanning, contact Apple support at [apple.com/support](http://apple.com/support)). Fingerprints are stored on your device only and Friend Bank never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Friend Bank Mobile Banking. Friend Bank reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within Friend Bank Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for Friend Bank Mobile Banking is only available on compatible iOS devices.

### Card Controls Additional Terms.

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. 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 Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by Friend Bank that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Friend Bank to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking 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.
4. Card Controls may enable access to Friend Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, Friend 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 services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES 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 THE MOBILE BANKING APP OR THE SERVICES 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 TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED 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 SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR 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 MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING 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 LICENSORS AND CONTRACTORS 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.

8. 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 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.

### **Friend Bank Alerts - Terms and Conditions**

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

**Alerts.** Your enrollment in Friend Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic

notices from us that contain transactional information about your Friend Bank 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 Friend Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. 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. Friend Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts through one or more channels (“**EndPoints**”): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Friend Bank 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.

**Alerts via Text Message.** To stop Alerts via text message, text **"STOP"** to 72080 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 Friend Bank 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 72080. In case of questions please contact customer service at 334.886.2367 or 800.435.2074. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Friend 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 Friend Bank’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Friend 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.

**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.

**Privacy and User Information – Data Analytics.** You acknowledge that in connection with your use of Mobile Banking, Friend Bank and its affiliates and 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 Mobile Banking or the Software. Friend Bank and its affiliates and 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 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 subscribers or the public, to defend claims, and as otherwise authorized by you.

<https://www.fiserv.com/about/privacypolicy.aspx>

### **Fingerprint Login for Mobile Banking**

Fingerprint Login is an optional fingerprint sign-in method for Friend Bank Mobile Banking that may be available for certain 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 more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your device only and Friend 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 Friend Bank Mobile Banking. Friend Bank reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within Friend Bank Mobile Banking.

Android is a trademark of Google Inc.

### **ELECTRONIC STATEMENT DELIVERY SERVICE – TERMS AND CONDITIONS**

Electronic or Online Statements (eStatements) for checking and savings accounts can help you manage your statements faster and easier. It's safe, secure, and more convenient than receiving your statements by mail. You will receive your monthly bank statement electronically via our secure website instead of by regular postal mail. Each month you will receive an email notifying you that your new eStatement is available for viewing. Simply, log into your Online Banking account to review your account information from anywhere with Internet access.

**Online Electronic Statement Delivery.** If you agree to receive your selected periodic account statement(s) electronically via Online Banking you agree that you will no longer receive your statement in paper form. It also means that you agree to receive online any legal notices and other information affecting your account(s) that would otherwise have been included with your paper statement, including, but not limited to, account agreements, fee schedules, privacy and other regulatory notices, and amendments to any of those documents. If paid checks or images of paid checks are returned with your paper statement the images of paid checks will not be returned, but images of your paid checks will continue to be available online. When you select this option, you must then log on to Friend Bank secure Online Banking Web site using your Online Banking password and access ID to view your eStatements, check images and/or other notifications.

In order to access your periodic account statement information electronically, you must have a computer with Internet access and Microsoft Windows 95 or greater, or Macintosh operating system.

A Microsoft Windows® computer must have at least one of the following web browsers installed:

- The latest available version of Microsoft Internet Explorer®, Netscape Navigator®, or Firefox®

A Macintosh® computer must have at least one of the following web browsers installed:

- The latest available version of Apple Safari®, Microsoft Internet Explorer®, or Firefox®.

We cannot guarantee full functionality with any other configurations than what has been outlined above. Additionally, any current functionality on a different configuration may be diminished or eliminated in future updates to the service. From time to time the hardware and or software requirements to download and view eStatements may change. When this happens we will notify you of any changes. A PDF version of your periodic statement will be made available. The PDF version of your periodic account statement will be the legal statement of record. Adobe Acrobat Reader® version 6.0 (or other software capable of reading a PDF file) is required to view your statement. Adobe Acrobat Reader® can be acquired for free at [www.adobe.com/Acrobat](http://www.adobe.com/Acrobat). In order to print and retain a paper copy of your statements, you will need a printer attached to your computer. eStatements may only be accessed through Friend Bank Online Banking. When your eStatements are available, you will receive an email notification to the email address you have on file with Friend Bank. Any account statement posted will be considered delivered on the day that it was first made available to you for viewing. If your email notification is returned to us undeliverable, we may discontinue eStatements services and mail your periodic account statements in paper form to your current mailing address on file via U.S. Mail. There may be a charge in accordance with the applicable Fee Schedule for subsequent paper statements. Regardless of your receipt of email notification, you agree that our posting of your statements on the Online Banking Web site constitutes delivery of your periodic account statement. You agree to log on to Online Banking at least once a month to review your statements.

You agree to provide Friend Bank with an email address in order to receive your email notifications. It is your responsibility to ensure that Friend Bank has your correct email address. If your email address changes, you must provide us with your new email address by contacting the Bank in writing at the address listed below, updating it through your Online Banking or by contacting one of our Customer Service Representatives, in person, at any branch location. You may request a paper copy of any statement or other information received electronically under this Agreement by writing to us at the address listed below. We may charge a fee for each paper statement copy you request. You may also contact one of our Customer Service Representatives, in person, at any branch location. You may elect at any time to withdraw consent to receive your periodic account statement in electronic format by submitting a request to the Bank in writing at the following address: P.O. Box 640 Slocomb, AL 36375 or by contacting one of our Customer Service Representatives, in person, at any branch location. If this is a feature of a particular account we reserve the right to convert this account to another type of account with similar features or to charge your account a fee for paper statements as stated in our Fee Schedule.

You can print a copy of your available online statements at any time. You will have access to an electronic version of your statements for up to eighteen (18) months. You can also obtain a photocopy of your statement from Friend Bank at any time. We will send you a photocopy of a statement previously delivered through the Service at your request. The standard fee then in effect and charged for paper delivery of account statements will apply. Please refer to your Friend Bank Account Fee Schedule for applicable fees.

## MOBILE DEPOSIT SERVICE – TERMS AND CONDITIONS

Friend Bank's Mobile Deposit Service ("Service") is a separate internet-based service offered by the Bank that allows you to use your smart phone to snap a photo of the check or checks you wish to deposit, transmit them electronically, and avoid having to make a trip to the Bank. The Service allows you to use your mobile device to deposit certain items into your designated deposit account ("Account") at Friend Bank.

This document (Agreement") defines your rights and obligations for the Service.

**Fees.** There is currently no fee to use the mobile deposit service. The Bank reserves the right to charge fees for the Service in the future.

**Hardware and Software.** To use the Service, you must have a supported mobile device with a supported camera, a data plan, and download the Touch Banking Mobile App. We do not guarantee that your particular mobile device, camera, operating system, or carrier will be compatible with the service. We assume no responsibility should you experience technical, network, or other difficulties while using the Service or any damages as a result of these difficulties.

**Relationship to Online Banking Agreement.** This Agreement is an addendum to your Mobile Banking Services Agreement. Your use of the Service is subject to the terms and conditions of your Online Banking Agreement (as amended from time to time) and your other agreements with us and our affiliates. Each account that you access, or through which you conduct a transaction, using the Service, remains subject to the terms and conditions of that account's Bank Account Agreement.

**Eligible Items.** You agree to transmit (scan and deposit) only deposit items (checks) as defined in Federal Reserve Regulation CC ("Reg CC"). You agree to use the mobile deposit service to deposit checks payable directly to you. Checks payable to third parties, altered items, fraudulent or unauthorized items, substitute checks, converted checks, remotely created checks, postdated checks, and checks not payable in U.S. Currency are not permitted.

In addition to the checks or items listed above, the following specific items are not eligible for the Service and you agree you will not scan and deposit any of these ineligible items:

- Foreign checks
- U.S. Savings bonds
- Treasury Tax & Loan (TTL) payments
- Travelers checks
- Any attempted deposit made outside of the United States

Nothing in this Agreement should be construed to require Bank to accept any check or item for deposit, even if Bank has previously accepted that type of check.

**Image Quality.** The image of a check transmitted to Bank using the Service must be legible as determined by the sole discretion of the Bank and contain images of the front and back of the check. If a mobile deposit is rejected, you will be notified immediately and given the reason for the rejection. You agree that we shall not be liable for any damages resulting from a check's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

**Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the

mobile deposit service as “your Name, For Mobile Deposit Only, under your signature endorsement or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the mobile deposit service as the Bank may establish from time to time.

**Receipt and Crediting of Items.** We may reject any check or item transmitted through the Service, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this agreement or for images that are dropped or damaged during transmission.

**Availability of Funds.** You agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 3:00 p.m. CST on a business day that we are open, will take up to one business day to post to your account. Anything received or accepted after 3:00 p.m. CST on a business day that we are open will take up to two business days to post to your account. We reserve the right to postpone or delay the availability of funds from items deposited at our sole discretion. Please keep your paper check for 10 business days for your records or until the funds are posted to your account.

**Disposal of Deposited Checks.** After transmitting the mobile deposit, you agree to write 'submitted for mobile deposit' and the transmission date on the front of the check and retain for at least 10 business days from the date of the image transmission. Ten business (10) days after successfully transmitting a mobile deposit, you agree to destroy or otherwise void the check. You agree never to re-present to us or any other party a check or item that has been deposited through the Service unless we notify you that the check or item will not be accepted for deposit through the Service.

**Deposit Limits.** All items deposited via the Service are subject to Bank review and/or approval. We reserve the right to impose limits on the amount(s) and/or number of items that you transmit using the Service and to modify such limits from time to time. The Bank may reject and/or return any item that the Bank, in its sole discretion, deems uncollectible or place a hold on your account until the item is collected. Your deposit is deemed received when posted to your account; however receipt and posting does not deem the item readable or collectible. In the event that any item is returned by any Bank in the chain of collection, the Bank has the right to charge your account, or any account of yours at Friend Bank, for the item.

You are limited to \$1,500 combined per business day.

### **User Representations and Warranties.**

You warrant to the Bank that:

- You will only transmit eligible checks and items that you are entitled to enforce.
- All checks will include all signatures required for their negotiation.
- Images will meet our image quality standards in effect from time to time.
- You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- You will not deposit or represent the original check or item with the Bank or any other party
- The information you provide to the Bank is accurate and true, including all images transmitted to the Bank accurately reflect the front and back of the check or item at the time it was scanned.
- You will comply with this agreement and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty

provision or the terms of this agreement.

**Termination or Suspension of Service.** The Bank may terminate or suspend your use of the Mobile Deposit Service at any time. The Bank may terminate or suspend the Mobile Deposit Service without prior notice if the Bank, in its sole judgment, believes there has been a breach in the security of the Mobile Deposit Service, there has been unauthorized activity involving your account, you have engaged in activity that violates the terms of this Agreement, or there has been account activity resulting in an overdraft in any of your deposit accounts with the Bank. Should your use of the mobile deposit service be suspended, the Bank may, in its discretions, reconsider your account for eligibility to use the Mobile Deposit Service.

**Electronic Device Software.** You are solely responsible for the maintenance, installations and operation of your electronic device and for the software used in accessing the Mobile Deposit Service. The Bank shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your electronic device or software, nor will the Bank be responsible for any technology malware that affects your electronic device or the software while using the Mobile Deposit Service. By accessing the Mobile Deposit Service through the World Wide Web, you agree that the Bank shall not be liable for any indirect, incidental, or consequential costs, expenses or damages (including lost savings or profits, lost data, business interruption or attorney's fees). You must have an Internet Service Provider, an email address, and a browser to utilize Mobile Deposit Service through the Internet.

**Consent and Acceptance of Terms and Conditions.** Your use of the Service constitutes your acceptance of the mobile deposit terms and any changes we may make to these terms. You agree to receive information about the Service, including this Agreement, any amendments to it or any notices regarding the use of the Service, electronically and you agree to be bound by the terms and conditions contained herein. Because enrollment in the Service can only occur electronically, you understand that you cannot enroll in the Service unless you agree. The Bank reserves the right to provide information and notices about the Service to you by non-electronic means.

## **BILL PAYMENT SERVICE – TERMS AND CONDITIONS**

Friend Bank's Online Bill Pay Service enables you to make payments (either one-time or recurring payments) from your designated checking account to third parties. With this service you can

- Pay anyone, anytime, from nearly anywhere
- Receive, view and pay bills at this one site
- Schedule Payments to multiple payees from one screen
- Schedule single or recurring payments up to one year in advance
- Schedule automatic payments of e-bills
- Review pending payments, payment history, and track status of each payment
- Modify or cancel payments
- Download transaction data into your Personal Financial Management software

### **Bill Pay Service Definitions**

"Service" or "The Service" means the bill payment service offered by Friend Bank, through CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc.

"Agreement" means these terms and conditions of the bill payment service.

“Customer Service” means the Customer Service department of Friend Bank. Please see the ERRORS AND QUESTIONS section below for Customer Service contact information.

"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.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

“Billing Account” is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

**Bill Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application 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.

**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 guidelines described under “Payment Scheduling” in this Agreement.

**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 payment system. 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 Payment 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 Payment 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 use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee 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 Payment 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 Payment 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 Payment Account or causes funds from your Payment 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 Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

**Payment Methods.** The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment, (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

**Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. 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.

**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 Service. Although the Service will make every effort 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.

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

**Exception Payments.** Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event

shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

**Bill Delivery and Presentment.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting 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. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may 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. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the 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.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. 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.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service 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.

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. The Service 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. The Service will not be responsible for



presenting any electronic bills that are already in process at the time of cancellation.

**Non-Delivery of electronic bill(s)** - You agree to hold the Service 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.

**Accuracy and dispute of electronic bill** - The Service is not responsible for the accuracy of your electronic bill(s). The Service is 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 addressed with the Biller directly.

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

**Exclusions of Warranties.** THE 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 MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Password and Security.** You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling (855) 855-0308 during Customer Service hours.

**Your Liability For Unauthorized Transfers.** If you tell us within two (2) Business Days after you discover your password or other means to access your account 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 extend the period.

**Errors and Questions.** In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at (855) 855-0308 during Customer Service hours;
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at:  
Friend Bank  
220 E. Lawrence Harris Hwy.

P O Box 640

Slocomb, Alabama 36375

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
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.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. 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. 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 Payment 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 Payment 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. The Service may revoke any provisional credit provided to you if we find an error did not occur.

**Disclosure of Account Information to Third Parties.** 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 ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

**Service Fees and Additional Charges.** Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service

**Failed or Returned Transactions.** In using the Service, you are requesting the Service to make

payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

**Alterations and Amendments.** This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

**Address or Banking Changes.** It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

**Service Termination, Cancellation, or Suspension.** In the event you wish to cancel the Service, please contact Customer Service via one of the following:

1. Telephone us at (855) 855-0308 during Customer Service hours; or,
2. Write us at:  
Friend Bank  
220 E. Lawrence Harris Hwy.  
P O Box 640  
Slocomb, Alabama 36375

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

**Billor Limitation.** The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

**Returned Payments.** In using the Service, you understand that Billers and for 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 use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

**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 for Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and for 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).

**Disputes.** In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

**Assignment.** You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**No Waiver.** The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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.

**Captions.** The Captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, 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.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

### **POPMONEY (Personal Payments Service) - TERMS AND CONDITIONS (TERMS OF USE)**

Friend Bank offers Popmoney, a new personal payments service that allows you to send and receive money to those you know, or owe, in as little as one business day – securely and electronically – either through our website or Popmoney.com. All you need is the recipient's e-mail address or mobile telephone number.

Last Updated August 26, 2012

- 1. Introduction.** This Terms of Use document (hereinafter "Agreement") is a contract between you and Friend Bank (hereinafter "we" or "us") in connection with the Popmoney® Personal Payments Service (the "Popmoney Service" or "Service") offered through our online banking site or mobile applications (the "Site") (the "Service"). This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.
- 2. Description of Service.** The Popmoney Service enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars (or in gift card value, if applicable). Although the ACH Network is often used to execute Popmoney Service Payment Instructions for the Popmoney Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through [www.Popmoney.com](http://www.Popmoney.com) (the "Popmoney Website") and if you choose to initiate or receive a payment at the Popmoney Website you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Popmoney Website and applicable laws and regulations, in each case as in effect from time to time.
- 3. 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 Popmoney Service and we are solely responsible to you and any Sender, Receiver and Requestor to the extent any liability attaches in connection with the Popmoney 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 bottom of this Agreement.

4. **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 Services more recent revisions, updates, upgrades or enhancements.
5. **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 Receivers to whom you send payments).
6. **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.
7. **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:  
Friend Bank  
220 E. Lawrence Harris Hwy.  
P O Box 640  
Slocomb, Alabama 36375  
  
We may also be reached at (855) 855-0308 for questions and other purposes concerning the Service, but such telephone calls will not constitute legal notices under this Agreement.
8. **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 7 above. We reserve the right to charge you a reasonable fee not to exceed twenty (20) dollars to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

9. **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 at that number and/or e-mails from us for our everyday business purposes (including identify verification). You further consent to receiving text messages from us at that number, and/or e-mails from us for marketing purposes. Please review our Privacy Policy for more information.
10. **Receipts and Transaction History.** You may view your Popmoney 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 or periodic statements by mail.
11. **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.
12. **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.
13. **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.
14. **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 15 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 or 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 greyhound 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, 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. Tax payments and court ordered payments.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in section 7 above of any violations of this section or the Agreement generally.

15. **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 7 above of any violations of this section or the Agreement generally.

#### **16. Payment Authorization and Payment Remittance.**

- a. By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- b. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- c. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers and that we have no responsibility to investigate discrepancies between account names and account numbers.
- d. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- e. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction 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 Payment Instruction;
3. The payment is refused as described in Section 20 below;
4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; 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, or interference from an outside force) prevent the proper execution of the Payment Instruction.

f. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

17. **Initiation of Payment Instructions.** You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the Popmoney Service, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-

time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) , or receipt of a gift card, if applicable, may be delayed if the Receiver has not provided the Popmoney Service with certain required information such as his or her Eligible Transaction Account information, or, in the case of a gift card, if applicable, a valid U.S. street address for gift cards that are physically delivered. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account or the delivery of a gift card, if applicable.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or ten (10) business days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of section 20, below.

18. **Receiving Payments.** If another person wants to initiate a Payment Instruction (including in response to a Popmoney Request, if applicable) using the Popmoney Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requester want to initiate a Popmoney Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Popmoney Service or at the Popmoney Website. Or, as applicable, if another person wants to send you a gift card using the Service, he or she can do that from an Eligible Transaction Account at a financial institution that participates in the Service and makes available the purchase of gift cards through the Service.

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive gift cards or Popmoney Requests, each as applicable, from others through the Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw

from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

If applicable, if you as a Requester initiate a Popmoney Request using the Service you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requester do not receive any payments from the individuals to whom the Popmoney Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Popmoney Request may not receive, or otherwise may reject or ignore, your Popmoney Request. We do not guarantee that you will receive any payments from individuals by initiating a Popmoney Request.

19. **Payment Methods and Amounts.** There are limits on the amount of money or gift card value you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Eligible Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.
  
20. **Payment Cancellation, Stop Payment Requests and Refused Payments.** Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. The charge for each stop payment or fund recovery request will be the current charge for such stop payment or funds recovery service as set out in the applicable fee schedule or as disclosed through the Site. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.
  
21. **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 7, *above*. You acknowledge and agree that time is of the essence 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.

**22. Mobile Phone Users.** Your phone service provider is not the provider of the Service.

Users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you may send a text message with the word "HELP" to this number: 767666. To stop receiving text messages on your mobile phone, text "STOP" to this number: 767666.

**23. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transaction 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.

**24. Service Fees and Additional Charges.** You understand and agree that 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. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Request Money, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

**25. Failed Or Returned Payment Instructions.** In using the Service, you are requesting us to attempt to make payments for you from your Eligible Transaction Account. If we are unable to complete the Payment Instruction 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 not be completed. In some instances,

you will receive a return notice from us. In each such case, you agree that:

- a. You will reimburse us immediately upon demand the amount of the Payment Instruction if we have delivered the payment to the Receiver but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow us to complete the debit processing;
- b. For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- c. You may be assessed a fee by our Service Provider and by us 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 we cannot otherwise collect the funds from you; the fee amount will be 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 to deduct these amounts from your designated Eligible Transaction Account, including by ACH debit;
- d. You will reimburse us for any fees or costs we incur in attempting to collect any amounts from you; and
- e. We are authorized to report the facts concerning the return to any credit reporting agency.

**26. 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. Changes can be made within the user interface of the Service or by contacting customer care for the Service as set forth in section 7 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.

**27. Refused Payments.** We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

**28. Returned Payments.** In using the Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.

**29. Information Authorization.** Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service as a Sender, 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, 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 Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Services.

**30. Service Termination, Cancellation, or Suspension.** If you wish to cancel the Service, you may contact us as set forth in section 7 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 nor suspension shall affect your liability or obligations under this Agreement.

**31. 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 7 above.
- b. If you think your transaction history is incorrect or you need more information about a transaction listed in the transaction history, we must hear from you no later than sixty (60) days after the transaction in which the problem or error appears is first posted in the transaction history. 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 verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. 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. 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.

**32. Intellectual Property.** "Popmoney" is a trademark of CashEdge Inc. or its Affiliates. 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.

**33. 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.

- 34. 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 7 above. See also section 21 above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.
- 35. 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 36 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.
- 36. Disputes.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.
- 37. 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.

- 38. 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 37 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 37 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.
- 39. 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 attorneys 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 Service.
- 40. 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 Service. In addition, 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.
- 41. 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.
- 42. 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.

**43. 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 37 AND 38 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.

**44. 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 Services and the portion of the Site through which the Services 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. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 3, 6-9, 12, 23, 25, 32 and 35-44, 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.

#### **44. 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 Popmoney Services fees will be automatically debited, or to which payments and credits to you will be credited. 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 by the Sender to the Popmoney Service for a payment to be made to a Receiver (such as, but not limited to, name, mobile telephone number, email address, and bank account and routing number information).
- 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. "Popmoney Request" means functionality that, if provided to you, allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Popmoney Service.
- h. "Receiver" is a person or business entity that is sent a Payment Instruction through the Service.
- i. "Requestor" is a person that requests an individual to initiate a Payment Instruction through the Popmoney Service.
- j. "Sender" is a person or business entity that sends a Payment Instruction through the Service.
- k. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

***SUPPLEMENTAL TERMS OF USE (for Instant Payments feature of Popmoney® Personal Payments Service)***

Last updated October 15, 2013

The following supplemental Terms of Use ("Supplement") applies to the Popmoney Instant Payments feature within the Popmoney Service ("Popmoney Instant Payments"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Popmoney Instant Payments. If Popmoney Instant Payments are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Popmoney Instant Payments, then the terms in this Supplement shall apply.

1. **Description of Service.** Popmoney Instant Payments facilitates real-time payments via the use of PIN debit card Payment Networks ("Debit Card Payment Networks") such as AccelN to deliver funds immediately. For Popmoney Instant Payments, we will use a Debit Card Payment Network or other Payment Network designed to transfer funds on the same day or sooner, if practicable, to debit or credit funds to the Eligible Transaction Account of the Receiver, as applicable. Popmoney Instant Payments is only available for Payment Instructions submitted by a Sender to a Receiver (and not via a Popmoney Request). Not all Payment Networks participate in Popmoney Instant Payments. Popmoney Instant Payments are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability.
2. **Payment Authorization and Payment Remittance.** We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks. Notwithstanding anything to the contrary in the Agreement, Popmoney Instant Payments settlements are final except as set forth in the applicable Payment Network rules and recovery may not be possible; however, if applicable Payment Network rules allow for reversal of funds, we will attempt to recover such funds from the Receiver's Eligible Transaction Account. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Popmoney Instant Payments. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications. We will choose the Payment Networks in which we will participate in our sole discretion.
3. **Initiation of Payment Instructions.** For Popmoney Instant Payments, you can initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately using (i) the Receiver's email address or mobile number, and the Popmoney Service will validate the Popmoney Instant Payments eligibility of the Receiver prior to transferring the funds; or (ii) the Receiver's debit card information, and the funds will be deposited into the Receiver's checking or savings account affiliated with the debit card.
4. **Payment Cancellation, Stop Payment Requests and Refused Payments.** Popmoney Instant Payments Payment Instructions may not be cancelled as the Payment Instructions will be processed immediately.

