

## **ONLINE SERVICES TERMS & CONDITIONS**

The Online Services Terms & Conditions describes your rights and obligations as a user of City National Bank of Florida's (hereinafter, "we", "our", "us" "Bank" or "CNB") Online Services, including but not limited to: Online Banking, Stop Payment, Transfers (Internal Transfers, External Transfers - MyMoney Transfer / Zelle and Other Payment Services), Bill Pay, Card Control, Mobile Banking, Mobile Deposit, Online Statements, Money Management, Wire Transfer, Alexa Voice Banking, savvymoney®, etc., and each of such Services' terms and conditions or terms of use shall hereinafter collectively be referred to as the "Agreement". The words "you", "your" or "Customer" refer to each person or entity in whose name an Account is held or who has authority to operate / transact (e.g., authorized signer) an Account, as well as any permitted assignee or successor in interest to the Account. This Agreement also describes the rights and obligations of CNB.

Please read this Agreement carefully. By requesting, using or accessing, or by authorizing others to use or access any of the Online Services, you agree to the terms and conditions of the applicable Online Service(s) used, as well as those sections applicable to all Online Services, including but not limited to the following: Esign Acceptance / Consent to Use Electronic Signatures; Definitions; Security; Communications; Errors, Disputes, and Questions; Liability; and Provisions Applicable to all Online Services. You further agree that this Agreement and any selected / used Online Services' terms and conditions are agreed to and entered into by electronic / digital means, as provided in Section I, Esign Acceptance / Consent to Use Electronic Signatures, below. This Agreement shall apply regardless of the means by which the Online Services are accessed, including, but not limited to, access through our website (citynational.com), a mobile device, a tablet, a smartwatch (e.g., Apple Watch) or any other means. Capitalized terms shall have the meaning ascribed in Section II, unless provided in the specific Services Section of the Agreement.

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## **I. ESIGN ACCEPTANCE / CONSENT TO USE ELECTRONIC SIGNATURES**

Should you decide to use your Account(s) through Online Banking or use an Online Service, we require the use of electronically signed documents or the acceptance of the terms and conditions of the Online Services electronically. If you would like to opt-in linking your Account(s) to Online Banking and obtaining Online Services, as well as providing electronic signatures, you must review and consent to the terms outlined below:

1. Receiving paper statements or other information via US Mail. You will receive paper copies unless you enroll in paperless statement delivery, see section of this Agreement titled *Online Statements* for more information. You must enroll separately in order to stop receiving paper statements.
2. The scope of this consent applies to current and future transactions. Your consent will apply to all current and future transactions relating to this Account and their use of the Online Services or any other Accounts you may establish with us as well as any future inquiries/transactions with respect to said Account(s).
3. Withdrawing consent. You may withdraw your consent provided here to Online Banking or use the use of the Online Services by contacting us as provided for in the section of this Agreement titled *Errors, Disputes and Questions* herein.
4. Consequences of withdrawing consent. If you chose to withdraw your consent provided herein, your consent will become effective once we have had a reasonable amount of time to make the appropriate changes to honor your request. At that time, your access to Online Banking and/or the specific Online Service for which withdrawal was requested shall be terminated.
5. Keeping your email current with us. We require a valid and current email address to deliver communications to you electronically and accept electronic signatures from you.
6. Technical requirements. See section of the Agreement titled *Provisions Applicable to all Online Services*, subparagraph "Technical Requirements" for the minimum requirements.
7. **When you check and read the Online Services Terms & Conditions and click on "Complete Sign Up", at log in, it confirms your acknowledgment and agreement to the following:**
  - **Electronic Signature Agreement.** You are electronically signing and agreeing to be bound by the Online Services Terms & Conditions. You agree your electronic signature is the legal equivalent of your manual signature with respect to any and all selected or used Online Services, including the applicable terms and conditions or terms of use, applicable thereto. You consent to be legally bound by the terms of the Online Services Terms & Conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide us instructions via our web page, or in accessing, selecting, or making any transaction regarding any of the selected Online Services is your acknowledgement and constitutes your signature (hereafter referred to as "E-Signature"), acceptance, and agreement, as if actually signed by you in writing. You also agree that no certification authority or other third-party verification is necessary to validate your E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your E-Signature or any resulting contract / agreement between you and CNB. You also represent that you are authorized to enter into the Online Services Terms & Conditions for all persons who own or are authorized to access any of your Account(s) and that such persons will be bound by the terms of this Agreement. You further agree that each use of your E-Signature in obtaining an Online Service(s), Account(s), or other service constitutes your agreement to be bound by the then applicable Online Service terms and conditions, terms of use or this Agreement (as applicable), as they exist on the date of your E-Signature.

- **I have read and understand the terms in this ESIGN Acceptance / Consent to Use Electronic Signatures**
- **My hardware and software meets the minimum requirements**
- **I can print on paper the statements and disclosures, or save, or send any of these documents to a place where I can print them, for future reference and access.**

## II. DEFINITIONS

Any capitalized term used and not defined throughout the Agreement, shall be defined, as follows:

1. "Access Device" means the device that you are using to log into the Online Services or electronically access your Online CNB Account (e.g., computer or Wireless Device).
2. "Account(s)" for this Agreement means the deposit account(s) (e.g., checking, money market, or savings) you have with us or any Permissible Loan product, as may be determined by us.
3. "ACH" means the Automated Clearing House system and in the context of a transaction it means a transaction conducted through the Automated Clearing House system.
4. "Authorized User" refers to a person or entity with any authority with respect to an Online CNB Account.
5. "Authenticator" means the time-based one-time passcode (TOTP) that implements unique code utilizing the current time combined with the uniqueness of users and devices enabling TOTP to be used within Online Banking. The two supported Authenticator apps that may be used as the authentication mechanism are Google Authenticator and Microsoft Authenticator. These Authenticator applications will provide a more secure method of delivering OTP as well as a global option for customers traveling overseas.
6. "Bill Pay" or "Bill Pay Service" means the bill payment Service offered by the Bank, through FIS Global, which enables the scheduling of bill payments.
7. "Business Day" means Monday through Friday, excluding any Federal or State holiday or any day in which the Bank is closed as required by law or decree.
8. "Biometric Authentication" means fingerprint or facial recognition used for identification of you and access control, and is an agreed upon Security Procedure for access and use of the Services, as applicable.
9. "CNB Mobile Application" or "CNB Mobile App" means CNB's mobile banking application that can be downloaded at the Apple Store or Google Play.
10. "Communication" means any customer agreement or amendment, notice, disclosure, policy, procedure, confirmation, alert, statement, responses to claim, record, transaction history, and all other information related to any Online CNB Account, product or service, including but not limited to, (i) information and disclosures that we are required by law to provide to you in writing, such as applicable IRS Form 1099 and disclosures required under the Electronic Funds Transfer Act, the Trust in Savings Act, the Expedited Funds Availability Act, the Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, or the Real Estate Settlement Procedures Act, and a notices of changes to such disclosures; (ii) our privacy notice; and (iii) agreements, pricing schedules, terms and conditions for the Online Services and notices of changes of those agreements, schedules and terms and conditions.
11. "Consumer" means a natural person.
12. "Customer External Account" means eligible checking, money market, or savings accounts held by you at institutions other than CNB and registered for MyMoney Transfers.
13. "Cut-Off Times" see the paragraph titled "Cut-Off Times" in the Agreement's section titled *Provisions Applicable to all Online Services* for a listing of the applicable Services cut-off time.
14. "External Account" means either "Customer External Account" or a "Third Party Account".
15. "External Transfer" means a Zelle and Other Payment Services or MyMoney Transfers from your Online CNB Account to a Customer External Account or a Third Party Account, as applicable.
16. "Force Majeure" means, but is not limited to, any of the following: fire, earthquake, hurricane, tornado, flood, explosion, embargo, war, terrorism, riot, government restriction(s), act of God, act of public enemy, or because of any other cause beyond a party's reasonable control.
17. "Funding Account" is an Online CNB Account that is a checking Account(s) (i.e., demand deposit account) and said Account is added to the Bill Pay Service (you can have more than one Bill Pay Funding Account) from which bill payments will be debited.

18. "Instructions" means the information provided by you to the Bank in order for the Bank to provide the requested Services, including but not limited to the delivery/payment or withdrawal of funds to/from an Account, External Account, Payee, or Beneficiary.
19. "Internal Transfers" means the service that allows you to issue Instructions to the Bank for transfers between two CNB Accounts.
20. "ISP" refers to your Internet Service Provider.
21. "Mobile Banking" means any products or services provided within the Online Services that are accessible through a Wireless Device using the device browser or through the use of the CNB Mobile App, and includes CNB's Text Message Banking and Text Alerts and Notifications.
22. "Mobile Deposit" means a deposit made using CNB Mobile Application.
23. "Mobile Deposit Service" is the Bank's Online Service through which you can make certain types of mobile deposits using CNB Mobile Application.
24. "MyMoney Transfers" means a transfer to or from a Customer External Account using MyMoney Transfers.
25. "NACHA Rules" means Operating Rules and Guidelines of the National Automated Clearing House Association ("NACHA"), as amended from time to time.
26. "OFAC" means the Office of Foreign Assets Control of the US Department of the Treasury, which administers and enforces economic and trade sanctions based on US foreign policy and national security goals.
27. "Online Banking" is CNB's Internet page and portal to access many of the Online Services, including but not limited to: viewing transactions/balances, Stop Payment, Transfers (Internal Transfers, External Transfers - MyMoney Transfers / Zelle and Other Payment Services), Bill Pay, web page that permits the establishment of Text Message Banking and Text Alerts and Notifications, Online Statements, Money Management, Wire Transfer, and / or any other additional service that may be introduced from time to time.
28. "Online Service(s)" or "Service(s)" may refer to any of the following services, individually or collectively: Online Banking, Stop Payment, Transfers (Internal Transfers, External Transfer - MyMoney Transfers / Zelle and Other Payment Services), Bill Pay, Card Control, Mobile Banking Services, Mobile Deposit, Online Statements, Money Management, Wire Transfer, Alexa Voice Banking, savvymoney®, and / or any other additional service that may be introduced from time to time.
29. "Online CNB Account" means any Account(s) (loan or deposit account) that you access through or link to Online Banking or any of the Online Services.
30. "One Time Passcode" or "OTP" means a unique passcode delivered to Passcode Recipient via text, email, voice/voicemail, or generated via Authenticator that is used to authenticate the Authorized User at login to a Service (i.e., serve as one of the Security Procedures for Online Banking login) and/or serve as Security Procedure to verify / approve a transaction, including but not limited to a wire transfer/payment order, in Online Banking, Mobile Banking, or the CNB Mobile App.
31. "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to Online Banking, Mobile Banking, or the CNB Mobile App, and any other Service. Your Password is set-up as part of Online Banking registration, and you can change this at any time. You may elect to enter any of your Wireless Devices or computer for access to the Services using Biometric Authentication that shall serve as your Password and/or Username and Password.
32. "Payee" 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.
33. "Payment Due Date" is the date reflected on a statement, invoice, or agreement of a Payee on which a bill to such Payee is due. Customer should make any payment to a Payee with sufficient lead way to avoid a making a late payment. Generally, five (5) business days may be sufficient, but please check with your Payee to avoid a late payment.
34. "Permissible Loan" a Bank loan that can be linked to one or more of the following: Online Banking, Mobile Banking or the CNB Mobile App. The view or transaction capabilities within each of Online Banking, Mobile Banking or the CNB Mobile App, may be different or not at all.

35. "Premium Delivery Transfer" is an External Transfer you request in which the Send on/Send date is scheduled to occur exactly one (1) business day after the Transfer Initiation Date (provided your available balance in the account from which the funds are to be withdrawn is at least \$100.00).
36. "Recipient" or "Beneficiary" person to whom you are transferring the funds.
37. "Recurring Transaction" is an automatic bill payment to the same Payee or an automatic transfer to the same account using Internal and External Transfers (i.e., MyMoney Transfers / Zelle and Other Payment Services), for the same amount which you can authorize for transmission.
38. "Scheduled Payments" a payment that can be scheduled (one-time or ongoing/automatic payment) via any of the Services.
39. "Security Procedure" means a procedure established by agreement of Customer and Bank for the purpose of Online Banking login and for verifying a payment order/wire or other transaction. A security procedure may require the use of, individually or collectively, or any combination of Valid Codes. The agreed upon security for each respective Service is contained within the applicable terms and conditions of said Service.
40. "Send on" or "Send date" means the date you provide in your Instructions for an External Transfer and Bill Pay to begin processing for payment to your intended recipient using Bill Pay, and MyMoney Transfer.
41. "SMS Text" is a short message service ("SMS") (or text message) that is two-way, from us to you and from you to us, that operates via a capable mobile phone or Wireless Device that is registered on a carrier network.
42. "Standard Delivery Transfer" is an External Transfer you request in which the funding is scheduled to occur no less than three (3) business days after the Transfer Initiation Date.
43. "Third Party Account" is an account held by anyone other than you at CNB or another financial institution.
44. "Token" means the security code provided to you by the "VIP Access Application" or "VIP Access App" (provided by Symantic) in order for you to: (i) verify your payment order/wire transfer; (ii) to confirm added, deleted or edited Recipients; or (iii) confirm who you are (authenticate yourself or your Account users) when you log into Online Banking and your Access Device is not recognized.
45. "Transfer Initiation Date" is the day we will initiate the delivery process for an External Transfer, and with respect to a transfer from an External Account, the date the transfer request is sent to the institution holding the External Account.
46. "Username" is the identification code you have created in order to connect to Online Banking, Mobile Banking, CNB Mobile App, and any other Service.
47. "Valid Codes" means individually or collectively, Usernames, Passwords, OTP, SMS Text, Telephone (i.e., inter-active voice message), Token, Authenticator, and Biometric Authentication used to access and authenticate Customer's login to Online Banking and /or to verify payment orders / transactions.
48. "Wireless Device" means a cell/mobile phone, smartphone, smartwatch, personal digital assistant, tablet computer, or any similar device.
49. "Zelle and Other Payment Services" provide the ability to transfer money between you and other users using (i) aliases, such as email addresses or mobile phone numbers, or (ii) account numbers. Terms of Service for the Zelle and Other Payment Services can be found in a separate agreement available to you should you decide to use these Services. Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

### III. SECURITY

You agree not to give or make available your Password or other means to access your account to any unauthorized individuals. You hereby expressly assume all risks associated with using the Internet, including security, corruption, malware, viruses, transmission error or delay, and access availability. You acknowledge that we make no warranty that the Online Services will be uninterrupted, timely, secure or error-free unless otherwise stated on the website or in any applicable Agreement. You acknowledge that you are responsible for the data security of any software, hardware, or equipment you use to access the Online Services, and that we are not.

The Bank may, at its option, change the parameters for the Username, Password, or Biometric Authentication, etc., without prior notice to you, in which case you will be required to change your Password or the method by which you access Online Banking. You are responsible for keeping your Password and Online CNB Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, or any of the forms of Valid Codes;
- Do not leave your Access Device unattended while you are in the Bank's Online Banking website;
- Never leave your account information within range of others;
- Do not send confidential account information (e.g., account number, Password, etc.) in any public or general e-mail system; and
- If you use your mobile device for Online Banking, you should require an unlock code on your device (known only to you) after a reasonable period of inactivity.

If you believe your Password or other means to access your account has been lost or stolen, or that someone may attempt to use Online Banking without your consent, or if you suspect any fraudulent activity on your account, you must call the Bank immediately as provided in the section of this Agreement titled *Errors, Disputes, and Questions*, in order to minimize your losses and liability. You should also use the Password change feature within the Online Banking section of the website to change your Password. If you have an External Account, you should also notify the financial institution holding your External Account and refer to your applicable account agreement for terms and conditions regarding your liability for unauthorized transactions or other errors or questions relative to those External Accounts.

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.

#### IV. COMMUNICATIONS

You agree that we may provide you with any Communications electronically or by standard US mail, at our sole discretion, unless a specific form of Communication is agreed upon by you and us (e.g., delivery of Online Statements). We may use one of the following methods to deliver any Communication to you electronically: (a) via e-mail to the e-mail address you have provided to us for Online Banking; (b) via the CNB Mobile App; (c) to a wireless device you have designated; (d) by posting a notice or a link to such notice and making the information available to you through Online Banking or the CNB Mobile App either through an active link or by downloading such notice in portable document format (.pdf); (e) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose; or (f) any other electronic means we have mutually agreed upon. All Communications sent from us electronically through any of these methods will be considered "in writing" and shall have the same legal effect as a signed paper communication.

You may withdraw consent to receive electronic Communications by contacting CNB as provided for in the section of this Agreement titled *Errors, Disputes and Questions* herein. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications, but reserve the right to terminate your access to Online Banking. You agree that we will have reasonable time to process your withdrawal of your consent to receive electronic Communications.

Your consent to receive Communications electronically does not automatically enroll you in paperless statement delivery. You must enroll separately to stop receiving paper statements.

We may choose, but are not required to, provide any Communication to you in paper form even if you have authorized us to provide such Communication electronically. The delivery of any Communication to you in paper form does not suspend, revoke, or terminate your consent to receive Communications electronically. You can obtain a paper copy of any electronic Communication by printing it yourself at your expense or by requesting that

we mail you a paper copy. The cost of sending you such paper copies will be the same as the cost of mailing you a copy of an account statement, as set forth in the *Disclosures & Schedule of Fees* applicable to your Account(s).

If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

If you are enrolled in or if you use Mobile Banking, you agree that we may send you information relative to Mobile Banking through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity.

We are entitled, but not obligated, to monitor, retain and review all communications, including those by telephone, e-mail and other formats, for reasonable business purposes, such as to survey the quality of service that you receive, to assure compliance with this Agreement and industry regulations and to maintain the security of Online Banking.

You agree that any suggestion, idea, proposal or other material you provide to us becomes our property upon submission without limitation or further consideration.

## **V. ONLINE BANKING**

You will gain access to your Online CNB Accounts using your Internet-enabled device, your ISP, your Username, Password, and/or Biometric Authentication, and any combination of the Valid Codes, as applicable. You may access your Online CNB Accounts 24 hours a day, seven (7) days a week. However, availability of the Online Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software or circumstances beyond the Bank's control.

You must provide a valid e-mail address in order to use Online Banking so that the Bank may send you certain information related to the Online Services. You must also provide a valid phone number that will be used in the authentication process. 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, phone numbers, and e-mail address. In the event the e-mail address on file for the Online Services becomes invalid or subsequently malfunctions, we reserve the right to terminate your access to Online Banking. To service and manage any of your Account(s), or the services offered through Online Banking, the Bank may contact you at any telephone number you provide to Bank, through calls or text messages to mobile, cellular or similar devices, or calls or text messages using automatic telephone dialing systems and/or pre-recorded messages. If you choose to receive any information, including any password, via text, standard message and data rates may apply, and your phone service must come from a supported carrier, such as AT&T, Sprint, Verizon Wireless, MetroPCS, Google Voice, Boost Mobile, and Virgin Mobile USA (the supported carriers may change at any time).

You will need to obtain, install, maintain, or operate certain software, hardware or other equipment necessary for you to access and use Online Banking. You must use a supported browser in order to use or access Online Banking. You must also have software that enables you to view files in Portable Document Format ("PDF") in order to access, view, and retain electronic Communications, together with sufficient local electronic storage capacity. Please refer to the paragraph titled *Technical Requirements* in the section of this Agreement titled *Provisions Applicable to All Online Services* for the minimum hardware and software requirements, this may change and the Bank reserves the right to update on its website. You are responsible for obtaining any internet or data service required to access or use Online Banking through the internet or data service provider of your choice, and for paying such provider, any applicable data service or internet service fees, including all taxes and service charges. In addition, any applicable fees associated with your Accounts will continue to apply.

Although there are minimum specifications for equipment, software, hardware, and internet or data connection in order to access or use Online Banking, Bank makes no endorsement of any such system, even if we provide you or display a link to a third party site where you may download a particular software. Your use of any software, hardware or service in accessing Online Banking may be subject to the license or other agreements of the provider of such software, hardware, or service, in addition to the terms and conditions of this Agreement.

You are required to accept and hereby consent to allow cookies, device tagging, and device fingerprinting in order to use Online Banking. These techniques enable the Bank to store information about your machine in order to authenticate you on your next visit. The use of cookies also enables the Bank to track user trends and behavior without identifying individuals or tracking customer information. Your deletion or refusal of cookies will impact your use and enjoyment of Online Banking and will trigger an additional layer of authentication that may result in a delay. The Bank is not responsible in the event of any such delay.

## **VI. BANKING TRANSACTIONS WITH ONLINE BANKING**

1. General Terms. You may use Online Banking to view account balances/transactions, make one-time or recurring payments to third parties or CNB loans, or to transfer funds between your eligible accounts held with us or between an eligible account held with us and an External Account. You may also use Online Banking to place a stop payment on a check. When you use, or allow another to use, Online Banking to send instructions to us to make payments or transfers through Online Banking, you agree to the terms and conditions set forth in this section. NOTE: We reserve the right to limit or change the eligibility of certain accounts for payments and transfers through Online Banking.
2. Account Access. You may access up to ninety-nine (99) Bank personal accounts online through Online Banking. One of these accounts must be a primary account. Once you have selected your Primary Account you may select up to ninety-eight (98) additional accounts including other checking, savings, certificates of deposit or loan accounts.
3. Stop Payments. You may use Online Banking to request a stop payment for a check drawn on your Online CNB Account. Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We 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 Bill Pay that has already been processed, you must call us at the telephone number provided in section titled *Errors, Disputes, and Questions*. Although we will make every effort to accommodate your request for a stop payment, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable *Disclosure & Schedule of Fees*. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the Bank, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order without any liability to you.
4. Recurring Transactions. You may choose to schedule payments or transfers (e.g., Bill Pay, Internal Transfers, Zelle and Other Payment Services / MyMoney Transfers) to recur in the same amount at regular intervals or on the prior Business Day if the date on which the Send on / Send date is a non-Business Day. Recurring Transactions will be deducted from the Online CNB Account from which such payment or transfer is requested on the Send on / Send date, as applicable.

You may be enrolled or set up for automatic payments of your loan or credit accounts with the Bank. These automatic payments are different from Recurring Transactions. Automatic payments are triggered based on the associated billing date and the amount of the automatic payment may vary each month.



Terms and conditions for automatic payments to CNB loan or credit accounts will be presented to you at the time you set up the payments.

5. **Suspension, Termination, and Reinstatement of Internal / MyMoney Transfer and Bill Pay.** In the event that we at any time incur a problem with your use of Online Banking, including without limitation an inability to debit your Funding Account or to collect with respect to any of your Internal / MyMoney Transfer or Bill Pay transactions, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to conduct Internal / MyMoney Transfer or Bill Pay transactions using Online Banking, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss, including fraud losses. In the event of such suspension, you may request reinstatement of your use of the affected Service by contacting us using any of the methods provided for under this Agreement (see section titled *Errors, Disputes, and Questions*). We reserve the right in our sole discretion to grant or deny reinstatement of your use of any Online Service within Online Banking. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate the Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than what otherwise might be available to you. Based upon your subsequent usage of Online Banking, CNB may, in its sole and absolute discretion, restore your ability to effect Internal / MyMoney Transfer or Bill Pay transactions subject to such higher limits as may then be in effect. If you have the Bill Pay Service and do not schedule or process a payment via the Bill Pay Service for six (6) consecutive months, we may terminate your Bill Pay Service. If you close your current Funding Account, you must notify us and designate a new Funding Account that will replace the closed Funding Account within five (5) banking business days or we may terminate your Bill Pay Service.
6. **Internal / MyMoney Transfers.**
  - a. **General Terms Applicable to Internal / MyMoney Transfers.** In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds internally among eligible Online CNB Accounts (Internal Transfer), or to or from an eligible Online CNB Account and an External Account using MyMoney transfers or Zelle and Other Payment Services (i.e., External Transfers), as applicable. When you initiate or request a transfer of funds from an Online CNB Account or a Customer External Account, you authorize us to charge such account in the amount of the transfer, and you agree to have sufficient funds or available credit in such account on the Transfer Initiation Date for each such transfer you schedule until the transfer is completed or cancelled. If there are insufficient funds (or available credit) to cover any such transfer, we will not retry the transaction and the transfer will be immediately rejected. In addition, there:
    - i. Is no fee for an Internal transfer or the receipt of an External Transfer to an Online CNB Account;
    - ii. Any applicable fee will be displayed prior to execution of any transaction and will require your acceptance; and
    - iii. Notwithstanding the foregoing, if we process an Internal / Zelle and Other Payment Services / MyMoney Transfer in accordance with your Instructions that overdraws your Online CNB Account, we may assess a fee or charge interest for any such overdraft in accordance with the terms of the *Deposit Agreement* or applicable *Disclosure & Schedule of Fees*. If we process a MyMoney Transfer or Zelle and Other Payment Services transfer in accordance with your Instructions that overdraws your External Account, the financial institution holding such External Account may assess fees or charge interest for any such overdraft. We will not be liable for failure to pay any request for an outgoing External Transfer unless it is drawn against available funds credited to the designated Online CNB Account. Fees are subject to change from time to time upon notice to you as may be required by law.

- b. Special Limitations on Internal / MyMoney Transfers. Withdrawals or transfers out of your savings account, including any money market accounts, are limited by federal law. Please refer to the *Deposit Agreement* or other terms and conditions governing your account for full details. Additionally, any transfer made from any line of credit account will be treated as an advance on such line of credit, and in addition to accruing interest under the terms of your line of credit agreement, will be subject to all other terms and limitations on advances thereunder.
- c. Internal Transfers. Internal Transfers can be used to transfer funds between eligible Online CNB Accounts, including a payment to a CNB Loan or Credit Account. In addition, the following items are important regarding Internal Transfers:
  - i. You may make Internal Transfers up to (i) your available balance in any Online CNB Account plus any amount in your overdraft protection account; or (ii) the available balance in your Online CNB Account that is an eligible line of credit, subject to any limitations or restrictions as provided in the pertinent loan documentation.
  - ii. Transfers between deposit accounts held with the Bank. If you schedule/initiate Instructions to us before the Cut-Off Time for an Internal Transfer between deposit Accounts held with the Bank, scheduled on the same Business Day, it will be processed and the transferred funds will be available the same day. Such Internal Transfer cannot be cancelled. Funds transferred to deposit accounts held with the Bank and made after the Cut-Off Time or on a non-Business Day will be available for immediate cash withdrawal at ATMs and for online payments and transfers; however, the funds will not be available to cover off-line payments such as paper checks drawn on your Online CNB Account until the next Business Day. Recurring transfers will be paid on the same calendar day of each transfer period, or on the prior Business Day. Internal / MyMoney Transfers that are Recurring Transactions will be paid on the same calendar day of each transfer period or on the prior Business Day if the Send on / Send date falls on a non-Business Day.
  - iii. Transfers from line of credit accounts held with the Bank. Transfers from line of credit accounts held with the Bank will be reflected in your account as soon as we receive Instructions for such transfer if before the Cut-Off Time, or on the next Business Day if after the Cut-Off Time. The minimum or maximum you will be able to withdraw via Online Banking is subject to the terms of your existing credit agreements or loan documents with us.
- d. External Transfers. External Transfer are handled through our fully interactive on-line money movement service called MyMoney Transfers (the “Online Money Movement Service”), where you may transfer funds to / from an eligible Online CNB Account to any Customer External Account, assuming, of course, that the transfer is permitted by your financial institution and by law.

Please take a few minutes to read this section **6.d. of the Banking Transactions with Online Banking that constitutes the Online Money Movement Service Terms & Conditions** (referred to throughout as the “**Online Money Movement T&Cs**”). Any reference to we, our, Bank or CNB in the Online Money Movement T&Cs includes any directors, officers, employees, contractors, service providers, agents or licensees of the Bank.

- i. Acceptance of Terms. The Online Money Movement T&Cs sets out the terms and conditions on which our service provider and the Bank will provide and you may use the Online Money Movement Service and forms part of a legally binding agreement between you and the Bank. When you click on MyMoney Transfers for the first time, you are required to read and accept, as follows: click the “Sign up now” for MyMoney Transfer, “Click to indicate your acceptance of the Terms of Service”, and “I agree to pay any applicable fees that may be applied for the use of this Service” to accept the Online Money Movement T&Cs. Your use of either Service may be

declined or limited by our service provider and/or the Bank based on specific criteria. If you do not agree to all of the Online Money Movement T&Cs, do not accept the Online Money Movement T&Cs. If you do not accept and agree to all of the Online Money Movement T&Cs, you will not be entitled to use the Online Money Movement Service. The Online Money Movement T&Cs shall take effect immediately upon the acceptance, as provided above, for the Online Money Movement Service by us. The Bank reserves the right to change the Online Money Movement Service T&Cs under which the Online Money Movement Service is offered in its sole discretion at any time; however, the Bank will notify you of any material change to the Online Money Movement Service T&Cs. In most cases, you will receive the notice on-line the next time you log in; however, the Bank the right to notify you by e-mail or by conventional mail, in its discretion. You agree that if you continue to use the Online Money Movement Service after we notify you of any change, you thereby accept the changes to the Online Money Movement Service T&Cs and agree to be bound by them, as amended. If you do not accept and agree to the changes to the Online Money Movement Service T&Cs, you will not be entitled to use the Online Money Movement Service. You can review, download and print the most current version of the Online Money Movement Service T&Cs by clicking on Terms of Service link. The **Online Money Movement Service T&Cs are located in Section VI.6.d. of the Online Services Terms & Conditions**. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Online Money Movement Service, you can unsubscribe by contacting the Bank. Once your account with the Bank has terminated for any reason, you will have no further right or access to use the Online Money Movement Service. To use the Online Money Movement Service, you must be at least eighteen (18) years old and be a resident of the United States.

- ii. Information Authorization. By agreeing to Online Money Movement Service T&Cs, as provided above, you authorize us to verify your identity by obtaining information about your credit history from a consumer reporting agency. The Bank and our service provider will obtain and use your credit information only in accordance with the Fair Credit Reporting Act ("FCRA") and other applicable law. We reserve the right to deny you access to the Online Banking Service if we cannot verify your identity or other necessary information. We may approve or decline your application for the Online Money Movement Service based upon our review of your consumer report, along with other information we deem relevant. If we deny your request to use the Online Money Movement Service, you may obtain a free copy of the consumer report that we used from the consumer reporting agency that issued the report. You may view, download and print a summary of your rights under FCRA, including information on how to obtain a copy of your consumer report, at any time by contacting us, as provided for in the section of this Agreement titled *Errors, Disputes, and Questions*.

In addition to obtaining a consumer report, the Bank and our service provider reserves the right to obtain such additional information as we deem reasonably necessary to insure that you, or persons to whom you may transfer funds, are not using our Online Money Movement Service in violation of law, including, but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the OFAC.

Once you are approved for the Online Money Movement Service, we may verify your External Account(s) that you add to the Service from time to time. You authorize us to validate the External Account(s) through the use of a test transfer, in which one or more low value payments will be both credited to and debited from the External Account(s). The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your External Account(s) will never be less than the actual balance.

Once the test transfer is complete, we may ask you to access your External Account(s) to tell us the amount of the test credit or debit or any additional information reported by your bank with this test transfer. We may also verify External Account(s) through requiring the entry of information you ordinarily use to access the External Account(s) provider's website, or by requiring you to submit proof of ownership of the External Account(s).

- iii. The only Online CNB Accounts that are eligible for External Transfers are personal checking, savings, and money market accounts. Business accounts are not eligible. Other financial institutions may have restrictions regarding transfers into and out of various account types. We are not responsible for any costs or losses arising out of transfers that are not permitted by another financial institution. Please refer to your other financial institution's terms and conditions related to incoming and outgoing transfers.

You may request or initiate an External Transfer from your Online CNB Account of an amount no greater than the available balance of such Online CNB Account, plus any amount in your overdraft protection account, if applicable.

- iv. MyMoney Transfers™. MyMoney Transfers can be used to transfer funds between an eligible Online CNB Account and a Customer External Account. You may add up to five (5) Customer External Accounts for transfers through MyMoney Transfers. A Customer External Account may not be identified as a Customer External Account by more than two CNB customers using MyMoney Transfers. We reserve the right to change these limitations at any time without prior notice to you. MyMoney Transfers limits, per transfer, daily and monthly, for transfer To and From CNB can be found by clicking on the blue information icon next to the "Amount(\$)\*" section under Transfer Funds tab. There are fees applicable to certain transfer with MyMoney Transfers. Applicable fees related to any particular transfer will be disclosed to you prior to submitting any such request. The schedule of fees for MyMoney Transfers can be found by clicking on the blue information icon adjacent to "Delivered by [date] for a \$... Fee".
- v. Cut-off and Enhanced Deliver Options. Transfers between an Online CNB Account and an External Account that we receive by the cut-off time on any Business Day will begin processing on the same day. Cut-off times for the various Services can be found in the section of this Agreement titled, *Provisions Application to All Online Services, Cut-off Times*. Transfers to an External Account will be deducted from the Online CNB Account you designate in your Instructions on the Business Day following the Transfer Initiation Date. Transfers from an External Account are subject to the processing times of the financial institution holding the External Account. The Transfer Initiation Date for a transfer from an External Account will be the same day we receive Instructions from you if they are received by the cut-off time on a Business Day, and if not, then the following Business Day. You may cancel your Instructions for an External Transfer at any time before the cut-off time on the Transfer Initiation Date.
- vi. User Content. Subject to the Bank's Privacy Policy, you agree that Bank may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") you provide to the Bank for the purpose of providing the Online Money Movement Service, and you hereby give the Bank a license to do so. By submitting Content, you represent that you have the right to license such Content to the Bank for the purposes set forth in the Online Money Movement Service T&Cs.
- vii. External Account(s). You understand that in order to complete fund transfers, it is necessary for the Bank and our service provider to access the websites and databases of your other institutions where you hold External Account(s), as designated by you and on your behalf, to retrieve information and effect the fund transfers you request. By using the Online Money Movement

Service, you represent and warrant to us that you have the right to authorize and permit us to access your External Account(s) to effect such funds transfers or for any other purpose authorized by the Online Money Movement Service T&Cs, and you assure us that by disclosing and authorizing us to use such information you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit the Bank and our service provider to use information submitted by you to accomplish these purposes and to configure the Online Money Movement Service to be compatible with the External Account(s).

For as long as you are using the Online Money Movement Service, you give to the Bank and our service provider a limited power of attorney and appoint the Bank and our service provider as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access the External Account(s), effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to External Account(s), as fully to all intents and purposes as you might or could in person. Once the Bank and/or our service provider has actual knowledge that you wish to cease using the Online Money Movement Service as provided in the Online Money Movement Service T&Cs or as otherwise permitted thereby and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by the Bank and/or our service provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each External Account(s) provider is independent of the Bank and your use of the Online Money Movement Service. The Bank will not be responsible for any acts or omissions by the financial institution or other provider of any External Account(s), including without limitation any modification, interruption or discontinuance of any External Account(s) by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN THE BANK AND OUR SERVICE PROVIDER IS EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR OR A RECIPIENT'S EXTERNAL ACCOUNT(S), THE BANK AND OUR SERVICE PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that the Bank, its affiliates, service providers and partners shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE EXTERNAL ACCOUNT(S); (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE EXTERNAL ACCOUNT(S) IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE EXTERNAL ACCOUNT(S); (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF EXTERNAL ACCOUNT(S) AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE EXTERNAL ACCOUNT(S).

Not all types of accounts are eligible for Online Money Movement Service. Be sure to check with your financial institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not

responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your External Account(s) or those imposed by applicable law.

viii. Electronic Communications.

a) General Consent; Categories of Records. The Online Money Movement Service is an electronic, Internet based-service. Therefore, you understand and agree that the Online Money Movement Service T&Cs will be entered into electronically, and that the following Communications may be provided by electronic means:

- The Online Money Movement Service T&Cs and any amendments, modifications or supplements to it.
- Your records of funds transfers and other transactions through the Online Money Movement Service, including without limitation confirmations of individual transactions.
- Any initial, periodic or other disclosures or notices provided in connection with the Online Money Movement Service, including without limitation those required by federal or state law.
- Any other Communication related to the Online Money Movement Service.

Although the Bank reserves the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be “in writing”. You should print a paper copy of any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive the Online Money Movement Service T&Cs or the Communications electronically, you may not use the Online Money Movement Service.

b) How to Withdraw Consent. If you have registered for the Online Money Movement Service and you wish to withdraw your consent to have Communications provided in electronic form, you must cancel any pending transfer requests (within the time period permitted by the Online Money Movement Service cancellation policies) and stop using the Online Money Movement Service. There are no fees to cancel a pending transfer request (as long as such cancellation is made within the time period permitted by the Online Money Movement Service cancellation policies).

c) How to Update Your Records. You agree to promptly update your registration records if your e-mail address or other information changes. You may update your records, such as your e-mail address, by going to the primary page for MyMoney Transfers and going to the Settings or Preferences tab.

d) Delivery of Electronic Communications. Communications may be posted on the pages of the Online Money Movement Service website or other website disclosed to you and/or delivered to the e-mail address you provide. Any electronic Communication sent by e-mail will be deemed to have been received by you when the Bank or our service provider sends it to you, whether or not you received the e-mail. If the Communication is posted on the Online Money Movement Service, then it will be deemed to have been received by you no later than five (5) business days after the Bank or our service provider posts the Communication on the pages of the Online Money Movement Service, whether or not you retrieve the Communication. An electronic Communication by e-mail is considered to be sent at the time that it is directed by the Bank's or service provider's e-mail server to the appropriate e-mail address. An electronic Communication made by posting to the pages of the Online Money Movement Service is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

- e) Hardware and Software Requirements. See section of the Agreement titled *Provisions Applicable to all Online Services, Technical Requirements* for the minimum requirements.
- f) Privacy Policy and Confidentiality. We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the Online Money Movement Service, we must obtain from you certain personal information about you, your Account(s), and your transactions (referred to herein as “User Information”). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy policy.

All of your personal and financial information will be placed on a secure portion of our website. We do not use any persistent “cookies” on the browser to store any personal information. We have multiple levels of security that have been designed especially for us. You can see a full description of our privacy policy by clicking on “Privacy” in Online Banking.

- g) In the Event of Unauthorized Zelle and Other Payment Services / MyMoney Transfer. If you believe any form of the Valid Codes has been compromised, lost or stolen, or that someone has transferred or may transfer money from your Account(s) without your permission, contact us through Online Banking or in any other matter provided for in the section of this Agreement titled *Errors, Disputes, and Questions*.
  - h) Consumer Liability. You agree to notify us AT ONCE if you believe your password has been lost or stolen. Telephoning us promptly is the best way to protect yourself from possible losses. If you never tell us, you could lose all of the money in your account (plus your maximum overdraft line of credit). All information related to your liability can be found in the section of this Agreement titled *Liability*.
  - i) Business Days. The Service will process requests for transfers on Business Days.
- ix. MyMoney Transfer Limitations.
- a) Some of these services may not be available at all times. We may from time to time make available additional or new features to the Online Money Movement Service, including but not limited to, a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. Please ensure that you have sufficient funds to affect any funds transfers from your Accounts. We may at any time decline to effect any funds transfer that we believe may violate applicable law.
  - b) Frequency of MyMoney Transfers. We do not limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable Accounts. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using our Online Money Movement Service.
  - c) Dollar Amount of MyMoney Transfers. You may not make funds transfers in excess of limits described on the Online Money Movement Service. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using Online Money Movement Service. Without limiting the foregoing, in the event that your use of the Online Money Movement Service has been suspended and reinstated as provided herein (see “Suspension and Reinstatement of Online Money Movement (i.e., MyMoney Transfers)”

below), you understand and agree that your use of the Online Money Movement Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

- d) Transfers subject to the Rules of the Accounts. Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Accounts. You agree not to effect any funds transfers from or to an Account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.
- e) Rejection of MyMoney Transfers. We reserve the right to decline to effect any funds transfer, to submit funds transfer instructions or orders or to carry out change or cancellation requests.
- f) In accordance with NACHA Rules, any credit to your Online CNB Account or your External Account shall be provisional until such credit has been finally settled by us or the third party institution that holds your External Account, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for a transfer for any reason, we shall charge back the amount of such transfer to the Online CNB Account or External Account (as applicable) or any other of your accounts or claim a refund from you.
- x. Authorization. You authorize us to select any means to execute your funds transfer instructions. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You understand that to effect your funds transfer instruction we may utilize ACH, using applicable NACHA Rules, we debit one of your Accounts and credit another of your Accounts or an account of a Recipient. Once your Account has been debited, we credit our service provider's transfer account at the service provider's clearing bank. After our service provider and/or its clearing bank are reasonably certain that the debit will not be returned (in most cases this is usually between 3-4 banking days), our service provider will credit your or the Recipients Account. The sole purpose for our service provider's transfer account is to complete your funds transfer requests and for performing the Online Money Movement Service within the scope of this Agreement. The service provider earns no interest on the funds in the transfer account. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize our service provider to collect from the Account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To effect this collection, you understand and authorize us to debit the credited Account or the debited Account in the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the Account.

You understand and agree that we may from time to time impose additional charges in connection with your funds transfer transactions. The Bank will notify you of such fee in advance of the transaction. If you choose to proceed with the transaction, you authorize the Bank to debit your account in the amount indicated.

In the event that a debit to any of your Accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited Account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other Accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any



such transfer or transfers to the applicable Account in accordance with this Agreement (see "Documentation," below).

If you have requested for a funds transfer to a Recipient, you must provide us with a true, correct, current email address for such Recipient. We will contact the Recipient, and ask the Recipient to provide us with certain information, such as the account number and financial institution that they wish to transfer the funds to. If the Recipient fails to reply to the email or fails to follow the instructions provided by us, we will notify you and credit your Account for the amount of the transfer.

- xi. Suspension and Reinstatement of Online Money Movement (i.e., MyMoney Transfers). In the event that we at any time incur a problem with your use of the Online Money Movement Service, including without limitation a fail in attempting to debit any of your Accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Online Money Movement Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect itself from loss. In the event of such suspension, you may request reinstatement of Online Money Movement Service by contacting us using any of the methods provided for under this Agreement (see section of Agreement titled *Errors, Disputes, and Questions*). We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Online Money Movement Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Online Money Movement Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Online Money Movement Service, the Bank in its sole discretion may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see "Dollar Amount of Transfers" above).
- xii. Documentation. You may access a statement of all funds transfers effected or pending at any time by clicking on the History tab within MyMoney Transfers. If a transfer could not be completed, the Bank and/or our service provider, upon learning that the funds transfer has failed, will make a reasonable effort to complete the transfer again. If the funds transfer fails a second time, we will notify you to contact your financial institution or other provider of the relevant Account to learn more about the failure.
- xiii. Your Responsibility for Errors. You understand that we must rely on the information provided by you and you authorize us to act on any instruction that has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.
- xiv. Error Reporting and Claims. In case of errors or questions about your funds transfers, contact us as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. You can see a complete statement of all your funds transfers

effected or pending at any time by clicking on the History tab. We must hear from you within 60 days after we FIRST posted the transfer to your statement. Please see the Section of this Agreement titled *Liability* for the rules related to consumer and business customer's error and claims reporting.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the account of your Recipient. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the Recipient. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

- xv. Proprietary Rights. You acknowledge and agree that the Bank and/or our service provider owns all rights in and to the Online Money Movement Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the Bank and/or our service provider's Online Money Movement Service or any of the Bank and/or our service provider's services or technology.
- xvi. Service Changes and Discontinuation. We may modify or discontinue the Online Money Movement Service or your Account with us, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to applicable law, to terminate your account and your right to use the Online Money Movement Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the terms or the rights of the Bank and/or our service provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Online Money Movement Service. We reserve the right to charge a fee for the use of the Online Money Movement Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of our Online Money Movement Service.

You may terminate your Account(s) with the Bank at any time by contacting us. Once your Account(s) with the Bank has terminated for any reason, you will have no further right or access to use the Online Money Movement Service.

- xvii. Security Procedures for MyMoney Transfers Services. CUSTOMER AND BANK ACKNOWLEDGE THE IMPORTANCE OF THE SECURITY PROCEDURES OUTLINED IN THIS SECTION. CUSTOMER AGREES THE SECURITY PROCEDURES ARE COMMERCIALY REASONABLE, IN LIGHT OF CUSTOMER'S CIRCUMSTANCES AND TYPE, VALUE AND FREQUENCY OF TRANSFERS INITIATED OR TO BE INITIATED, AND NO SPECIAL CIRCUMSTANCES EXISTS WITH RESPECT TO CUSTOMER THAT WOULD REQUIRE ANY OTHER SECURITY PROCEDURE(S). ANY SUCH SPECIAL CIRCUMSTANCES MUST BE ADDRESSED AS PROVIDED BELOW IN THE APPLICABLE SUBSECTION BELOW. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THE ONLINE MONEY MOVEMENT SERVICE TERMS & CONDITIONS AND ANY BELIEF BY YOU THAT THE SECURITY PROCEDURES ARE NOT COMMERCIALY REASONABLE MUST BE COMMUNICATED TO BANK IMMEDIATELY. THE AGREED UPON SECURITY PROCEDURES FOLLOW:

- Customer understands that the Bank and/or our service provider may challenge Customer with OTP or knowledge based authentication procedures with respect to any MyMoney Transfer.
- Valid Codes. Customer agrees to (a) keep all Valid Codes strictly confidential, (b) promptly change any initial Bank assigned temporary Password, (c) provide access or Valid Codes only to authorized Customer or designated authorized Account users (e.g., authorized officers), (d) provide an opened device due to Biometric Authentication only to authorized Account users, (e) instruct each authorized Account user that he or she is not to disclose the Valid Codes to any unauthorized person, and in the event of actual or suspected security breach, must immediately notify Customer and select new Valid Codes/knowledge based authentication, if appropriate or deemed necessary, and (f) in the event of an actual or suspected security breach, immediately notify Bank and implement new Valid Codes/knowledge based authentication, if appropriate or deemed necessary. Customer and any authorized Account user will not make any Valid Codes/knowledge based authentication available to any non-authorized persons. Bank and Customer agree that the security procedures provided herein are commercially reasonable. Customer agrees that, except as may be modified for Consumers by the EFT rules, see section of this Agreement titled *Liability*, paragraph 7, a MyMoney Transfers conducted under Valid Codes, shall be deemed to be authorized transfer and binding on Customer. It is the sole responsibility of the Customer and any authorized Account user to ensure compliance with their established internal security procedures, processes, or regulations with respect to confidentiality for Customer or authorized Account user's Valid Codes.
- Authorization. Bank will consider any access to Online Banking or the MyMoney Transfers Service through use of Valid Codes to be duly authorized by Customer and Bank will therefore seek to carry out any instructions, regardless of, and without verifying, the identity of any person giving such instructions. Customer hereby authorizes Bank to treat any instruction transmitted with Valid Codes as having been made to Bank in writing and signed by Customer or their duly authorized Account user. In the absence of substantial evidence to the contrary, Bank's records with respect to such instructions will be conclusive regarding access to, or action taken through, Online Banking or MyMoney Transfers Service using Valid Codes, whether such access or action is by Customer/duly authorized Account user, or by any employee or agent who have obtained access to any Service through Customer's failure to maintain adequate internal controls.
- Access and use of MyMoney Transfers Services. Customer shall be responsible for establishing and maintaining the procedures to safeguard against unauthorized access to MyMoney Transfers Services including anti-virus protection mechanisms, and if required, updates to such procedures and monitoring by Customer of its compliance with such procedures as outlined within these Online Money Movement T&Cs. Customer warrants that no individual will be allowed access to the Online Banking, Mobile Banking, or CNB Mobile App in the absence of proper supervision and safeguards and agrees to maintain the confidentiality of these Security Procedures, and the Valid Codes and any other related instructions provided by Bank in connection with the applicable Security Procedures set forth herein. If Customer, at any time, has reason to believe or suspect that any such information or instructions have been compromised or disclosed to or accessed by any unauthorized person or used in a manner not authorized by Customer, Customer agrees to notify Bank via phone or e-mail as soon as such an intrusion is detected, followed by written confirmation. The occurrence of unauthorized access will not affect any transactions executed in good faith by Bank prior to its receipt of such notification. In the event a transaction has not been executed, any such notification of unauthorized access that is provided to the Bank must be prior to execution of the

transaction and within a reasonable time period to allow the Bank, on a best efforts basis, to prevent or cancel the transaction.

- Unauthorized use. Any transaction initiated by an employee or agent of Customer shall be deemed to be authorized by Customer. Customer is responsible for all transactions deemed authorized by Customer. Customer is responsible for all transactions initiated by Customer authorized Account users until such time as Bank has been notified, in writing, that such authority has been revoked or cancelled. Customer is responsible for all transactions made through the use of Valid Codes, including knowledge based authentication, regardless of whether such transaction was authorized. Customer shall be solely responsible for any losses as a result of any compromised or unauthorized information or instructions delivered to Bank. Because Bank may rely upon and act in accordance with any communication received by Bank purporting to be a communication by an authorized person on Customer's behalf, without inquiring as to the source of such transmission or identify of such person, Customer hereby discharges and releases Bank from all liability resulting from Bank's execution of transactions initiated through the MyMoney Transfers Services.
- Customer acknowledges and agrees that the purpose of the SECURITY PROCEDURES FOR ONLINE BANKING CUSTOMER MY MONEY TRANSFERS is to verify the authenticity of the use of any of the My Money Transfers Service and a payment order delivered to the Bank and that the SECURITY PROCEDURES FOR MYMONEY TRANSFERS SERVICES are not designed to detect errors in a transfer and in no case shall the Bank be responsible or liable for the detection of or failure to detect any error in transfers presented to the Bank in the name of Customer.

xviii. Account Number Policy. If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers.

xix. Joint Account Holder. In submitting your application for the Online Money Movement Service, you confirm that, if any of your Accounts is a joint account, your joint account holder has consented for you to use your Accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of our Online Money Movement Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

xx. Our Liability. If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account or Recipient's account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account or intended recipient's account. We are not responsible or liable if you or the Recipient's financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, we shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of the Bank hereunder.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Accounts to make any funds transfer you request that we make on your behalf through the Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no

fault of ours, you do not have enough money to make the funds transfer and the funds transfer is not completed or is later reversed or if your financial institution does not permit the transfer or the funds transfer would exceed the credit limit on any applicable overdraft line.

You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control, for example a Force Majeure event that prevent us from making a funds transfer or if the Bank's website was not working properly and you knew about the breakdown when you started the funds transfer.

- xxi. Limitation of Warranty and Liability. YOU UNDERSTAND AND AGREE THAT OUR ONLINE MONEY MOVEMENT SERVICE IS PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE ONLINE MONEY MOVEMENT SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ONLINE MONEY MOVEMENT SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE BANK'S WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ONLINE MONEY MOVEMENT SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE ONLINE MONEY MOVEMENT SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE ONLINE MONEY MOVEMENT SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE ONLINE MONEY MOVEMENT SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE ONLINE MONEY MOVEMENT SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- xxii. Indemnification. You agree to indemnify, defend and hold harmless the Bank, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys'

fees) arising from your use of the Online Money Movement Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of any of its terms or your infringement, or infringement by any other user of your Account(s), of any intellectual property or other right of any person or entity.

e. **Bill Pay.**

- i. **Description of Service.** Bill Pay permits you to use your Access Device to direct payments from your designated Funding Account to third parties you wish to pay. Through the Bill Pay Service, you can pay bills from your Funding Account to businesses or individuals. All payments you make will be deducted from the Funding Account that you designate for the Bill Pay Service. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. You agree not to use the Bill Pay Service to make payments to settle securities purchases, tax payments, court ordered payments, payments to loan sharks, gambling debts, or payments otherwise prohibited by law. In no event shall we be liable for any claims or damages resulting from your scheduling of these prohibited payments. The Service Guarantee as it applies to any late payment related charges is void when these prohibited payments are scheduled and/or processed by the Bill Pay Service. 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 payments will be your sole responsibility.
- ii. **Scheduling Payments.** Funds must be available in your Funding Account on the Send on date. If the Send on date does not occur on a Business Day, funds must be available in your Funding Account the following business day. After funds are withdrawn from your Funding Account to make a payment, we will remit those funds on your behalf to your Payee. We reserve the right to select the method of payment to such Payee ("Delivery Method"), including, but not limited to, an electronic transfer of funds to the Payee, or by mailing the payee a paper check. The Delivery Method for a Payee is subject to change.

When you create a new payee in the Bill Pay, it takes two (2) business days to set up the payee to receive payments. You should schedule a payment to a new payee at least ten (10) business days before any Payment Due Date, to allow us time to set up the payee and verify information about your account with the payee. For all subsequent payments, you agree to allow at least four (4) to ten (10) business days between the Send on and the Payment Due Date. If the payment is an ACH electronic payment, it will take up to four (4) business days to reach the payee. However, if the Payee cannot accept an electronic payment, or the payment encounters delivery errors, payments to that Payee will be delivered by paper check and such payment may take up to ten (10) business days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. Late payments arising from changes in your Payee's Delivery Method are explicitly excluded from coverage of the Service Guarantee, as we have no control over your Payee's acceptance of or changes to a particular Delivery Method.

When scheduling payments you must select a Send on date that meets the criteria outlined above, but you should never allow for less than five (5) business days, taking into account intervening non-Business Day, in which case you must add the number of intervening non-business days to the five (5) business days. For the sake of clarity, here is an example: your bill has a Payment Due Date of Monday June 25 and this is a holiday, you must Send on Monday June 19 because of the intervening weekend and holiday that are non-Business Days. Care must be taken to avoid a late payment should the Payee assess a late charge for not have received payment on the

Payment Due Date, in such cases factoring for having the payment made by the last Business Day prior to the Payment Due Date would mean the Send on date should be June 18 or earlier.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals.

- Future payments. You may schedule the Send on date of a bill payment to be 365 days into the future. You must have sufficient available funds in the Funding Account as of the Business Day immediately preceding the future Send on date selected. Future payments may be changed or canceled online until 10:00 p.m. Eastern Time of the Business Day before the Send on date.
- Recurring payment. You may schedule a bill payment to be automatically initiated in a fixed amount by designating the bill payment as an Automatic payment. You determine the date on which a bill payment is scheduled to be initiated within the Automatic payment tab within a Payee. If the Automatic payment date is a date that does not exist in a certain month, the bill payment will be initiated on the last Business Day of the month.
- For example:  
If you schedule a bill payment for the 30th of each month, the bill payment for the month of February will be initiated on or before the 28th of February. If the Automatic payment date falls on a day other than a Business Day in any month, the bill payment will be initiated on the next Business Day.

If you schedule a check to be issued on the 15th of each month, and the 15th is a Saturday or Sunday of that month, a check will be issued on the first Business Day after the 15th. Thus, the actual Send on date for any month may not be the Automatic payment date. Recurring Payments may be changed or canceled online until 10:00 p.m. Eastern Time of the Business Day before the Transaction Date.

- iii. Service Guarantee. Due to circumstances beyond our control, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. We will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Deliver by date, so long as you scheduled such payment in accordance with this Section.
- iv. Payment Authorization and Payment Remittance. By providing us with names and account information of Payees to whom you wish to direct payments, you authorize us to follow the payment Instructions that we receive through the Bill Pay Service. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Payee directives.

When we receive a payment Instruction, you authorize us to debit your Funding Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Deliver by date designated by you. You also authorize us to credit your Funding Account for payments returned to us by any Payee, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.

We will use best efforts to make all your payments properly. However, we shall incur no liability and any Service Guarantee shall be void if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Bank, your Funding Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your established / authorized overdraft limits;
- The payment processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction;
- The Payee's failure to accept or process a payment due to a change in the Payee's Delivery Method.
- You have not provided us with the correct Funding Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
- Circumstances beyond our control, for example a Force Majeure event that prevents the proper execution of the transaction.

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

- v. No Duty to Monitor Payments. The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Bank will not be liable in any way for damages you incur for any of the following reasons:

- Insufficient funds in your Funding Account to make the payment on the Send on date;
- Delays in mail delivery;
- Changes to the Payee's address or account number unless we've been advised of the change in advance;
- The failure of any Payee to correctly account for or credit the payment in a timely manner; or
- Any other circumstances beyond the control of the Bank, for example a Force Majeure event.

For all entries made using the Bill Pay Service, the time recorded by the Online Banking Service will be considered the official time of the transaction.

If your Funding Account does not have sufficient funds to make a payment as of the Send on date, Bill Pay will automatically block future Bill Pay Service until the account has sufficient funds to make the payment. The Bank will attempt to notify you by e-mail or U.S. Postal Mail, but the Bank shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your Funding Account to process a payment. In all cases, you are responsible for either contacting us as provided in the section of this Agreement titled *Errors, Disputes, and Questions*, to either make alternate arrangements for the payment or reschedule the payment through the Bill Pay Service.

- vi. Cancel or Change Payment Instructions. Payments must be changed or canceled using the Bill Pay prior to the Cut-Off Time. There is no charge for canceling or editing a Scheduled Payment prior to the Bill Payment Cut-Off Time. Once the Bill Pay Service has begun processing a payment, you must submit a stop payment request in order to cancel such payment. The Bill Pay Cut-Off Time can be found in the section of this Agreement titled *Provisions Applicable to all Online Services*.



- vii. No Signature Required. When any payment or other online Service generates items to be charged to your Funding Account, you agree that we may debit your Funding Account without requiring your signature on the item, and without prior notice to you. You agree that your authorization derives from your access to the Online Services through your login via applicable Valid Codes, including knowledge based authentication, and that any transaction which derive from such entry into the Online Services shall be deemed yours and you agree to hold us harmless consistent with the section titled *Liability*.
- viii. Multiple Person Bill Pay Funding Account(s). If more than one person has access to a Funding Account, each person may individually enroll in Bill Payment. Each enrolled person needs a unique password but may choose to use the same payee list. Each individual may terminate her/his enrollment in the Bill Pay without affecting the Service for any other person enrolled and using the same Funding Account. However, any enrolled person may terminate the Bill Pay Service and that action will terminate the Bill Pay Service for all enrolled persons on that Funding Account.
- ix. Failed or Returned Transactions. In using Bill Pay, you are requesting to make payments for you from your Funding Account. If we are unable to complete the transaction for any reason associated with your Funding Account (for example, there are insufficient funds in your Funding Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice through Bill Pay. In such case, you agree that:
- You will reimburse Bill Pay or Bank the transaction amount that has been returned to us immediately upon demand;
  - For any amount not reimbursed to Bill Pay 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;
  - You will reimburse Bill Pay or Bank, as applicable, for any fees incurred as a result of the return;
  - You will reimburse the Bill Pay or Bank, as applicable, for any fees it incurs in attempting to collect the amount of the return from you; and,
  - Bill Pay is authorized to report the facts concerning the return to any credit reporting agency.
- x. Bill Delivery and Presentment. You and/or your Payees may elect for you to receive electronic bills from such Payees, as opposed to paper bills. The delivery and receipt of bills or statements from such Payees is governed by the terms of your relationship with such Payee and we shall have no responsibility or liability whatsoever to anyone in connection with the delivery or receipt of such bills or statements. This Agreement does not alter your liability or obligations that currently exist between you and your Payees. It is your sole responsibility to contact your Payees directly if you do not receive your statements. The Bill Pay Service includes a feature in which the electronic delivery of statements by participating Payees is integrated with the processing of the payments to such Payees. This feature may be automatically implemented from time to time without being initiated by you, provided that you have the right to opt out of such electronic bill delivery at any time. If you elect to activate the Bill Pay Service's electronic bill features or do not opt out of such feature, you also agree to the following:
- Information provided to the Payee. We are 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 Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and

passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

- Activation. Upon activation of the electronic bill feature, we may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.
  - Notification. You may receive notifications by e-mail to the e-mail address listed for your account in addition to notification within the Bill Pay Service. 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 Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.
  - Cancellation of electronic bill notification. The electronic Payee 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 Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. We will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
  - Non-Delivery of electronic bill(s). You agree to hold us harmless, consistent with provision titled Indemnification, under section titled *Liability*, should the Payee fail to deliver your statement(s). Copies of previously delivered bills must be requested from the Payee directly.
  - Accuracy and dispute of electronic bill(s). We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information received from the Payee through the Bill Pay Service. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.
- xi. Payee Limitation. We reserve the right to refuse to pay any Payee to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment under this Agreement.
- xii. Returned Payments. In using the Bill Pay Service, you understand that Payees and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. We will have the option either to research and correct the returned payment and return it to your Payee, or void the payment and credit your Bill Pay Account. We will notify you as to the status of any payment returned to the best of our knowledge.

- xiii. Information Authorization. Your enrollment in Bill Pay Service may not be fulfilled if Bill Pay Service cannot verify your identity or other necessary information. Through your enrollment in the Bill Pay Service, you agree that the Bill Pay 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 we reserve the right to obtain financial information regarding your account from a Payee or your financial institution (e.g., to resolve payment posting problems or for verification).
- f. **DISCLAIMER OF WARRANTIES.** NEITHER THE BANK NOR ANY SERVICE PROVIDER MAKES ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY APPLICABLE LAW.
- g. Survival. The provisions of paragraphs 3.; 6.d.: i., ii., vi., vii., viii., x., xiii., xiv., xv., xvi., xviii., xx., xxi., and xxii; 6.e.; iv., v., vi., vii., viii., ix., x., xi., xii; 6.f., and 6.g. of this Section shall survive termination of this Agreement or termination of your access to the Services.

## **VII. CARD CONTROL**

We offer a card control Service called “Card Control” (Card Control is also referred to herein as the “Card Control Service”), at no charge, although your mobile carrier’s rates/fees may apply. Please read the following terms and conditions for the Card Control (the “Card Control Terms & Conditions” or “Card Control T&Cs”), it provides the terms and conditions that govern your use of the Card Control Service. By using the Card Control Service, you are indicating that you agree to the Card Control T&Cs and acknowledge and accept that we may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to Card Control. We may use this information to improve the products or to provide services or technologies to you. You also understand that full use of Card Control requires you to have an Account with us and that personally identifiable information may be collected by us in conjunction with your transactions, consistent with federal law and our privacy policy. If you do not agree to these terms, do not use Card Control. You must accept and abide by the Card Control T&Cs as presented to you -- changes, additions, or deletions are not acceptable, and we may refuse access to the Card Control Service for noncompliance with any part of the Card Control T&Cs.

1. Card Control Service allows you to take control of your CNB debit card so you can define how, when and where your debit card is used. You can set up and manage your CNB debit card preferences right from your mobile phone or a Wireless Device. Once you begin to use the Card Controls Service, you will be able to track specific transactions, customize your settings, manage notification preferences, and more.

The following features are included in the Card Control Service:

- Card on/off setting. If you use this feature and turn the card “off,” we will not allow purchases or withdrawals until you turn the card back “on”.
- Establish spending limits. You can: (i) establish transaction spending limits based on preset dollar values or (ii) track your spending and help prevent fraud.
- Establish merchant categories. Transactions can be controlled or you can set up monitoring to receive alerts for specific merchant categories such as gas stations, department stores, restaurants, entertainment, household, personal care, travel, and grocery/supermarkets.
- Location-based controls. Using your phone’s GPS device, the My Location feature can limit transactions to merchants within a certain range of your phone’s location. You can also restrict purchases made in a specific region and deny international transactions.

- **Alert Delivery Options.** You may choose any of the following methods: Push Notification, SMS Text Alerts, and/or email address. We will send a notification whenever or wherever you make a purchase or when your card transaction is declined. We will also send the notifications in real time, so you will always know exactly when the activity took place.
- **View Digital Card.** You may temporarily view card details for use to make online purchases, store the card with a merchant, and pay for subscriptions.
- **Digital Wallet Use.** You can add cards to Google Pay and Apple Pay digital wallets.
- **Transaction History & Details.** You can view spend history based on category, time, and location.
- **Transaction Enrichment.** You can view clear merchant names, contact information, category, transaction type, and map location.
- **Recurring Payments/Subscriptions.** You can see at a glance which payments happen every month, which may include subscriptions to such things as streaming services or utility bills.
- **Card on File.** You can view merchants who store your card information for future purchases.
- **Activate Card.** You can call from within the application to activate your new card.
- **Set Pin:** you can call from within the application to report a card as lost or stolen.
- **Travel Plan:** You can set travel plans without calling a service number.

Phone numbers and email address are pulled from the Alerts and Notifications setup in your online banking profile. If you do not have phone number enrolled for Mobile Banking you will need to enroll in order to receive your card alerts via SMS Text Messages.

2. **Fees.** We do not charge for use of the Card Control Service. However, in order for Transaction Alerts to be sent to your mobile telephone number(s), you must (i) have SMS Text capable mobile phone or Wireless Device that is registered on a carrier network, (ii) have enrolled in a data plan that includes use of your mobile handset's SMS capabilities and (iii) ensure that your account remains in good standing with your wireless service carrier. You hereby acknowledge and agree that standard text messaging rates apply for each text message sent from and received by your mobile phone as determined by your wireless service carrier. You are solely responsible for such charges and any other charges from your wireless service carrier.
3. **Transaction Alerts.** Following your registration to receive Transaction Alerts sent to your mobile telephone number(s) or Wireless Device, the actual time between a transaction made with your card that triggers a Transaction Alert and the time you receive such Transaction Alert is dependent on your wireless carrier's service and coverage within the area in which you are physically located at that time. Your receipt of Transaction Alerts may not be available in all areas.
4. Certain functionality within the Card Control Service may not be available for all transactions. Controls and alerts based on the location of the mobile device or Wireless Device or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of actual location of the merchant differs from the merchant's registered address.
5. The Card Control Service may enable access to CNB and third parties' services and websites, 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.

To the extent the Card Control Service allows you to access third party services, CNB, 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. Eligibility. The Card Control Service is only available to individuals who are: (i) of legal age of majority in their jurisdiction of residence (and at least 18 years of age); and (ii) own a CNB debit card that is in good standing. Note: We will determine the eligibility for a debit card in our sole and absolute discretion. Our decisions with respect to your eligibility are final and binding. We reserve the right to terminate your participation in the Service at any time. The user must qualify for Online Banking in order to use the Card Control Service. The user must adhere to the terms and conditions outlined in separate agreements for online banking, mobile banking, and the Electronic Funds Transfer Agreement and Disclosure.
7. No Amendment of Existing Terms and Conditions for Debit Cards. THE TRANSACTION ALERTS THAT ARE PROVIDED TO YOU THROUGH THE CARD CONTROL SERVICE DO NOT AMEND, SUPPLEMENT, CHANGE OR REPLACE ANY OTHER NOTICE OR INFORMATION THAT YOU MAY RECEIVE IN CONNECTION WITH YOUR DEBIT CARD ACCOUNT, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION PROVIDED TO YOU ON YOUR PERIODIC STATEMENT OR CARD MEMBER AGREEMENT.
8. Limitations.
  - a. No Warranties. Equipment, Computer, and Software. THE BANK, ITS DIRECTORS, OFFICERS, EMPLOYEES, STAFF, REPRESENTATIVES, ASSIGNS, RELATED PARTIES, AFFILIATES, SUBSIDIARIES, DIVISIONS, ADVERTISING AND PROMOTION AGENCIES OR THEIR SERVICE PROVIDERS (COLLECTIVELY, "RELEASED PARTIES") SPECIFICALLY DISCLAIM ANY RESPONSIBILITY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE CARD CONTROL SERVICE OR EQUIPMENT. YOU AGREE THAT YOUR USE OF AND ACCESS TO THE CARD CONTROL SERVICE AND ANY EQUIPMENT ARE AT YOUR SOLE RISK. THE CARD CONTROL SERVICE AND ANY EQUIPMENT USED TO MAKE AVAILABLE SUCH SERVICE IS PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS.

THE CARD CONTROL 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, THE BANK DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE CARD CONTROL SERVICE 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.

- b. Limitation of Liability. IN NO EVENT SHALL RELEASED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE FOR ANY BREACH OF THE CARD CONTROL T&CS, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OF USE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR ANY CLAIM BY ANY THIRD PARTY. RELEASED PARTIES SHALL NOT BE LIABLE IF THE CARD CONTROL SERVICE CANNOT BE PROVIDED (OR ANY PART THEREOF) OR FOR ANY FAILURE TO PERFORM ANY OBLIGATIONS CONTAINED IN THE CARD CONTROL T&CS DUE TO, DIRECTLY OR INDIRECTLY, THE FAILURE OF ANY EQUIPMENT OR ANY INDUSTRIAL DISPUTE, WAR, FLOOD, EXPLOSION, ACT OF GOD OR ANY OTHER EVENT BEYOND OUR CONTROL.

IN ADDITION, NOTWITHSTANDING ANYTHING CONTRARY HEREIN, ALTHOUGH THE BANK WILL TAKE COMMERCIALY REASONABLE PRECAUTIONS TO PROTECT THE SERVICE AND AVOID DELETION, CORRUPTION, UNAUTHORIZED MODIFICATION OR ACCESS OF OR TO THE CARD CONTROL SERVICE, AND TO PROVIDE THE SERVICE ERROR-FREE OR UNINTERRUPTED, NO REPRESENTATION OR WARRANTY OF FITNESS OR MERCHANTABILITY SHALL BE CONSTRUED UNDER THE CARD CONTROL T&CS, AND RELEASED PARTIES SPECIFICALLY DISCLAIM ALL LIABILITY WHATSOEVER WITH RESPECT TO ANY FAILURE TO PROTECT THE CARD CONTROL SERVICE OR PROVIDE THE SERVICE ERROR-FREE OR UNINTERRUPTED.

CNB'S AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF ITS 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.

- c. Indemnification. You agree to indemnify and hold harmless the Released Parties from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Card Control Service in violation of this Agreement and/or arising from a breach of the Card Control T&Cs and/or any breach of your representations and warranties set forth herein.
- d. Exclusions and Limitations. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
- e. Availability of Service. While we will make every effort to decline transactions while your card is in a deactivated state, we cannot guarantee that all such transactions will be declined due to circumstances beyond our control. You acknowledge that the deactivation function is reliant on computer and/or telecommunication systems. Disruptions to these systems may result in the authorization of transactions, even when the card is in a deactivated state. Reactivation of cards may be unavailable during certain times of the day. We will attempt to notify you of these times.
- f. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE CARD CONTROL SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND CNB'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE CARD CONTROL SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL CNB OR ITS 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 CARD CONTROL SERVICE THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE.
- g. You are responsible for monitoring your account activity, whether electronically or by checking your statements. Use of the Card Control Service does not override the user's responsibility to report unauthorized transactions in a timely manner as described in the section of this Agreement titled

*Liability.* CNB assumes no responsibility for failure of the Card Control Service to work in the expected manner, aside from the responsibilities put forth in the Card Control T&Cs.

9. You agree that the Card Control T&Cs is the complete and exclusive statement of the agreement between you and CNB with respect to the subject matter covered herein, sets forth the entire understanding between CNB and you with respect to the Card Control Service, and supersedes any proposal or prior agreement, oral or written, and any other communications between you and CNB. If any provision of the Card Control T&Cs 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 the Card Control T&Cs. Any terms which by their nature should survive, will survive the termination of the Card Control T&Cs. If there is a conflict between the terms of the Card Control T&Cs and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Card Control T&Cs will prevail.
10. Amendment. We may change the Card Control T&Cs at any time. We may add new terms and conditions and we may delete or amend the existing terms and conditions. You will generally be provided advance notice of any change. If the change is favorable for you, we may make the change at any time without prior notification. If you do not agree with the change, you may discontinue using the Card Control Service. If you continue using the Service, your continued use will be acceptance to the Card Control T&Cs changes. You may be required to affirmatively accept the revised Card Control T&Cs in order to continue using the Card Control Service. 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 Card Control Service after a notice of change or after the posting of a revised version of the Card Control T&Cs shall constitute your agreement to such changes and revised version.
11. Termination. We may terminate or suspend the Card Control Service, or your use of the Service, at any time. You may terminate your use of the Card Control Service at any time through the card control application or by giving notice to us. Your notice will not be effective until we receive your notice of termination and we have had a reasonable time to act upon it. Without limiting the foregoing, the Card Control T&Cs may be terminated if you breach any term, if you use the Card Control Service for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your account agreement with us. In addition, CNB, in its sole discretion, reserves the right to terminate the Card Control T&Cs, and access to or use of the Card Control Service for any reason or no reason and at any time. These remedies are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.
12. Contact Us. If you have any questions about the Card Control Service, contact us as provided in the section of this Agreement titled *Errors, Disputes, and Questions*.
13. Survival. The provisions of paragraphs 7, 8, 9, and 10 of this Section shall survive termination of this Agreement or termination of your access to the Services.

#### **VIII. MOBILE BANKING (INCLUDING TEXT BANKING & ALERTS)**

You may be eligible to obtain the Mobile Banking products and services through the CNB Mobile App. Your enrollment in the CNB Mobile App includes access to many of the Bank's Services (e.g., Bill Pay, Zelle and Other Payment Services, Online Statements, Internal Transfers, Card Control, Mobile Deposit, Text Banking & Alerts) through a Wireless Device (the "Mobile Services"), subject to each Service's applicable terms of use, terms and conditions, etc. By using the Mobile Services, you agree to the following terms and conditions. You agree that we may send you information relative to Mobile Services through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You

agree to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information about your Online CNB Account(s) or otherwise related to the Mobile Services.

The Mobile Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your Accounts. You understand and agree these services may not be encrypted and may include personal information or confidential information about you such as your account activity or status.

1. Description of the Mobile Services

- h. Mobile Banking allows you to access your Online CNB Account, and many of the Services, including: Bill Pay, Zelle and Other Payment Services, Online Statements, Internal Transfers, Card Control, Mobile Deposit, subject to the terms and conditions as provided by each of those Services in this Agreement. In addition, Mobile Banking includes Text Banking and Alerts. To utilize certain features of the Mobile Services, you must download / install the CNB Mobile App on your compatible and supported Wireless Device, as may be communicated by us from time to time. Once you have registered for our Mobile Banking Service and installed the CNB Mobile App, designated Accounts linked to your online profile will be accessible through your Wireless Device. We reserve the right to modify the scope of the Mobile Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some wireless networks, such as while roaming.
- i. Text Message Banking. CNB offers mobile access to your Online CNB Account information (e.g., Primary Account balances, recent transactions, etc.) over SMS with Text Message Banking ("TMB"), as well as the option to set up alerts for your Online CNB Accounts. Enrollment requires identification of your banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving a text message with a verification code that must be confirmed in CNB's Online Banking. Additionally, you may select the type of alerts and other preferences that will determine, together with your account data, the frequency of alerts delivered. The TMB Service will be ongoing; however, you can opt out of the TMB Service at any time.
- i. To Stop the TMB Service. To cancel the TMB Service, send a text "STOP" to 454545 at any time. You will receive a one-time opt-out confirmation text message and after that, you will not receive any future text messages from CNB's TMB Service. You can also cancel the TMB Service at any time by logging into CNB's Online Banking, going to the Mobile Banking and Alerts tab, and deactivating the service.
- j. Text Alerts and Notifications.
  - i. Text Alerts and Notifications permits you to receive email / text notifications, or both, concerning Online CNB Account balance and other thresholds for eligible Accounts. You may select the Alert type and dollar thresholds and other preferences that will determine, together with your account data and the frequency of Alerts delivered to you.
  - ii. You are under no obligation to use Text Alerts and Notifications. Text Alerts and Notifications messages are not encrypted and will never contain your full Account number. The information contained in Text Alerts and Notifications messages is as of a specific time and date, but because Text Alerts and Notifications is subject to delay or interruption, it should not be considered real time information. You understand that messages through Text Alerts and Notifications may be delayed for a variety of reasons and will not reflect account activity that occurred after the message was sent.
  - iii. The Text Alerts and Notifications is a subscription service, through which you may receive multiple text messages, depending on your selected preferences, the frequency and availability of



which will depend on the Account(s) and activity as well as the preferences you have (or have not) set for the Text Alerts and Notifications. You are responsible for keeping your phone number up to date in Text Alerts and Notifications.

2. Your Obligations.

- a. Account Ownership/Accurate Information. You represent that you are the legal owner of the Account(s) and other financial information that may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree to keep your account information up to date and accurate including, but not limited to, your Wireless Device phone number and your email address.
- b. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communication service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store.
- c. Liability/Indemnification. You understand CNB is not liable for losses or damages from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content or the account information sent through the Mobile Services. You agree to indemnify us for all claims, losses, liability, costs and expenses (including reasonable attorneys' fees) that arise if you provide an incorrect telephone number, e-mail address or other delivery location or if you violate applicable federal, state or local laws, regulations or ordinances. You understand this section will survive even if this Agreement is terminated.
- d. User Security. You agree not to give or make available your Mobile Banking login or other means to access your account to any unauthorized individuals. You are responsible for all Bill Pay, transfers or other transactions you authorize using Mobile Banking. If you permit other persons to use your Wireless Device and login or other means to access Mobile Banking, you are responsible for any transactions they authorize. You agree to log off of Mobile Banking at the completion of your online session. If you believe that your login, Wireless Device or other means to access your Online CNB Account(s) has been lost or stolen or that someone may attempt to use Mobile Banking without your consent, or has transferred money without your permission, you must notify us promptly as provided in the section of this Agreement titled *Errors, Disputes, and Questions*.

3. Charges for the Service. CNB does not charge a fee for using Mobile Banking. You may incur internet data charges, message, and data rates (based on your calling plan or messaging feature) and other costs from your mobile service/internet service provider may apply as a result of using Mobile Banking/CNB Mobile App.

4. Additional Provisions.

- a. Mobile Banking Limitations. The availability, timeliness and proper functioning of Mobile Banking depends on many factors, including your Wireless Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and your Wireless Device. Neither we nor any of our service providers shall be liable for any loss or damage caused by any unavailability or improper functioning of Mobile Banking, or for any actions taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of data, or loss of personalized settings.
- b. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network that you utilize to access Mobile Banking.

- c. You understand that any information sent through Mobile Banking may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other transactions, through Mobile Banking may be delayed or impacted by factor(s) pertaining to your Internet service provider, phone carriers, other parties, or because of other reasons outside of our control.
- d. You understand that not all of the products, services or functionality provided through Online Banking or described in this Agreement are available when you use a Wireless Device. We reserve the right to determine your eligibility for any product, service, or functionality. Information available via Mobile Banking, including balance, transfer and payment information, or certain terminology, may differ from the information that is available through Online Banking without the use of a Wireless Device. Processing transactions through Mobile Banking may take longer than using Online Banking. We are not responsible for such differences, whether or not attributable to your use of Mobile Banking. Additionally, you agree that neither our service providers nor we will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. We are not responsible for any damages resulting from your failure to comply with any terms or conditions provided by your communication service provider or any app store.
- e. Delays. Text messages may be delayed or affected by your communication provider or others.
- f. If You Have any Questions. You can contact us as provided in the section of this Agreement titled *Errors, Disputes, and Questions*, or from your Wireless Device by sending a text message with the word "HELP" to 454545. The HELP text will provide you with the Text Message Banking commands.
- g. Deactivating mobile phone number. If you deactivate cellular service for the mobile phone number that you previously enrolled in the Mobile Banking, you are responsible for deactivating that same phone number with Online Banking.
- h. We may terminate your participation in Text Alerts and Notifications at any time without notice. You may terminate your participation in Text Alerts and Notifications by unsubscribing them from the Text Alerts and Notifications screen in Online Banking. If you terminate your participation in Text Alerts and Notifications, you will no longer receive alert texts from us through Text Alerts and Notifications. You understand that messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through Text Alerts and Notifications.
- i. Information in a text through the Text Message Banking or Text Alerts and Notifications program does not amend, supplement, change or replace any other notice or information that you may receive in connection with your Online CNB Account, including any information provided in a monthly periodic statement. Text Message Banking or Text Alerts and Notifications Alerts Service is being provided to you and this agreement is made pursuant to the *Deposit Agreement* applicable to the designated Accounts.
- j. All terms and conditions of the *Deposit Agreement*, including any applicable arbitration provisions apply to your use of the Text Message Banking or Text Alerts and Notifications unless specifically modified by this Agreement.

- k. Our Texts to You through Text Message Banking or Text Alerts and Notifications. By providing us with a Wireless Device phone number upon enrolling in the Text Message Banking or Text Alerts and Notifications using the Notifications tab in CNB's Online Banking, you consent to receiving text messages from us at that number relating to your Online CNB Account(s) and for our certain purposes consistent with your selected preferences in Notifications. You may use the preferences options in Notifications to choose the types of messages you would like to receive. For any text messages you authorize us to send you, you consent to CNB or our agents or assignees texting you by any method at the phone number you provide, including our use of automated dialing equipment.
  - l. No Warranties. The information and materials contained in the alerts sent by Text Message Banking or Text Alerts and Notifications are provided "as is" without warranty of any kind, either express or implied, including without limitation, any warranty of accuracy, adequacy or completeness of the information and materials, title, non-infringement of third party rights, merchantability, fitness for a particular purpose and freedom from computer virus
  - m. Limitation of Liability. In no event will CNB or any of its subsidiaries or affiliates be liable for any damages, losses or expenses, including without limitation, direct or indirect, special, incidental or consequential damages arising in connection with Text Message Banking or Text Alerts and Notifications, use thereof or reliance on any information contained herein, even if CNB or any of its subsidiaries or affiliates are notified of the possibility of such damages.
5. Survival. The provisions of paragraphs 2 and 4 of this section shall survive termination of this Agreement or termination of your access to the Services.

## **IX. MOBILE DEPOSIT**

Please read the following terms and conditions for the Mobile Deposit Service (hereinafter, the "Mobile Deposit Service Terms & Conditions") carefully, it governs your access and use of the mobile check deposit Service (hereinafter the "Check Deposit Service"). By choosing to use Mobile Deposit, you agree to be subject to the Mobile Deposit Terms & Conditions, and the provisions of this Agreement.

- 1. Accepting the Agreement and your attestation. You accept and agree to be bound by the terms and conditions for use of the Mobile Deposit Service when you enter the CNB Mobile Application, and either accept these terms or use the Check Deposit Service described herein, or by authorizing others to use it, you agree to be bound by these terms and conditions, subject to amendments by CNB from time-to-time. Such amendments to these terms and conditions will be made available to you on the CNB Mobile Application and also posted on CNB's website at <http://www.citynationalcm.com/home/disclosures>. You attest: (i) you are a legal account owner, authorized signer, or legal representative (e.g., court appointed custodian / receiver, bankruptcy trustee, attorney-in-fact, etc.), including legal entities (e.g., Corporations, LLC's Partnerships, Trusts, etc.); (ii) all information that you have provided to be used in connection with Check Deposit Service is accurate, current, and complete; (iii) that you have the right to provide such information to us for the purpose of using the Check Deposit Service; and (iv) that you shall not misrepresent your identity and to keep all information current and accurate.
- 2. Relation to other agreements. Your use of the Check Deposit Service may also be affected by the agreements between us for your Online CNB Account(s). For example, the Online Services Terms & Conditions, the applicable *Disclosures & Schedule of Fees*, and the *Deposit Agreement* apply to any linked Online CNB Account(s). When you use the Check Deposit Service, you do not change those agreements with us. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions or terms that might affect your use of a linked Account with the Check Deposit Service.

3. Eligibility. In order to enroll in the Check Deposit Service, you must be designated as an authorized signer, legal representative, or owner of a CNB deposit Account that is eligible for this Check Deposit Service (e.g., must be a client of the Bank for a designated period of time), and be approved by CNB. We will determine whether you are eligible for the Check Deposit Service in our sole discretion. Factors impacting your eligibility include, but are not limited to: tenure of your relationship with CNB, whether you overdraw your Account(s) with us or receive notice of such activity with other financial institutions, the regularities of any such overdrafts, number of return items on your Account(s), suspected fraud, etc. We may suspend or terminate your use of the Check Deposit Service at any time and without prior notice to you. If you violate the Mobil Deposit Service Terms & Conditions, then we also may use such actions as a basis to terminate your account relationship with us.
4. Conditions to Provision of the Check Deposit Service. As conditions to CNB's provision of the Check Deposit Service, you shall (a) maintain the Account(s) in good standing, and (b) comply with such restrictions on the Check Deposit Service as we may communicate to you from time to time.
5. Description of the Check Deposit Service. "Paper Item" means an item that is in paper form and includes a check, draft (other than a demand draft) payable on demand, money order, cashier's check or traveler's check, or as provided for below in the section of this Agreement titled "*Eligible Paper Item(s)*". The Check Deposit Service enables you to use the CNB Mobile Application via certain supported Wireless Devices, as any such devices may be added or removed by CNB at our sole discretion. The Check Deposit Service permits you to (i) create electronic images of the front and back of certain Paper Items and (ii) transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition ("MICR") line, to us for review and processing in accordance with the Mobile Deposit Service Terms & Conditions, and applicable laws and regulations. The term "Electronic Item" used within this Agreement incorporates the definition of "electronic check" and "electronic returned check", as those terms are defined within Federal Reserve Regulation CC ("Reg CC") (i.e., 12 CFR 229.2 (ggg)). "Electronic Item" means the electronic image of each Paper Item and other information captured from the Paper Item. After we receive your transmission, we will review each Electronic Item. For each Electronic Item that we determine is eligible for processing as described below, we will:
  - a. Create a substitute check that we will present directly or indirectly to the bank (a) on which the original Paper Item was drawn and to which the Electronic Item relates or (b) at or through which the Paper Item is payable (each, the "Paying Bank");
  - b. Include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
  - c. Present or post any Electronic Item for which we are the Paying Bank.
6. Eligible Paper Item(s). You agree to scan and deposit only "checks" as that term is defined in Reg CC. As stated above, you agree that the image of the check / Paper Item transmitted to CNB shall be deemed an "Electronic Item" as that term is defined herein. You agree that you will not use the Check Deposit Service to scan and deposit any checks / Paper Items, as described below:
  - a. Checks or items payable to any person or entity other than you.
  - b. Checks payable to you and another party who is not an owner, authorized signer, or legal representative on the account.
  - c. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
  - d. Checks or items previously converted to a substitute check, as defined in Reg CC.
  - e. Checks or items drawn on a financial institution located outside the United States or not payable in United States currency.
  - f. Checks or items that are remotely created checks, as defined in Reg CC.

- g. Traveler's checks or savings bonds
  - h. Checks or items dated more than 6 months prior to the date of deposit or dated after the deposit date.
  - i. Checks or items prohibited by CNB's current procedures relating to the Check Deposit Services or which are otherwise not acceptable under the terms of your CNB Account and *Deposit Agreement*.
7. Fees for the Check Deposit Service. The Check Deposit Service is provided at no charge to you; however, third party message and/or data rates may apply. These include fees your wireless carrier may charge you for data usage or other services. Check with your wireless carrier for details regarding your specific wireless plan and any data usage or other charges that may apply. You hereby agree that any such fees are your sole responsibility and we shall not be responsible for any such fees under any circumstance. In addition, a supported mobile device is needed to use the Check Deposit Service. The Check Deposit Service is a feature of the CNB Mobile Application that you must download. You should also keep in mind normal account fees and service charges may apply. Please refer to the appropriate *Disclosures & Schedule of Fees*, for the linked Account in order to obtain a listing of applicable charges that may apply for the various products or services used.
8. Limitations of Check Deposit Service. When using the Check Deposit Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The Check Deposit Service has Eligibility (see above) requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Check Deposit Service, in whole or in part, or your use of the Check Deposit Service, in whole or in part, immediately and at any time without prior notice to you. Notwithstanding the foregoing, you agree that we may close your account without advance notice (or any notice at all) under certain circumstances such as, for example, we believe in good faith that your account is being used to facilitate a fraud, to prevent a loss or other crime, or your account remains overdrawn for ninety (90) days or more.
9. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Check Deposit Service and to modify such limits from time to time, without prior notice to you. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the Mobile Deposit Service Terms & Conditions, and we will not be obligated to allow such a deposit at other times. The Bank will set internal limits at its sole discretion, and such limits can be found with the CNB Mobile Application. There is no limit on the number of Electronic Items that can be processed, as long as the standard dollar limits are not exceeded. In the event you would like to increase the standard dollar limits, please consult with your relationship manager. We will consider several variables when determining a limit increase request, which include but are not limited to: tenure of your Account(s) relationship with the Bank, the manner in which you have handled your Account(s) (e.g., whether overdrafts or return items take place and their frequency), the balances maintained in the Account(s) relationship, etc., as the risks of this service to the Bank for fraud are elevated. Daily and monthly deposit limits may vary for users. The CNB Mobile Application will provide you with the maximum deposit limit available at any given time.
10. Image Quality. The image of a Paper Item transmitted to CNB using the Check Deposit Service must be legible. The image quality of the Paper Items must comply with the requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve System, or any other regulatory agency, clearing house or association. Checks should be placed on a dark background, ensuring the image is in focus and the four corners of the check are visible inside the camera box.
11. Endorsements and Procedures. You agree to properly endorse any Paper Item transmitted through the Check Deposit Service by including a restrictive endorsement, as follows: **“for mobile deposit at CNB**

**only**” or any similar endorsement on the original check, in addition to any requirement found in the *Deposit Agreement*. Any original check presented for deposit that does not include a restrictive endorsement, as provided for above, will not be accepted for deposit and will be returned by CNB. You agree to indemnify and hold harmless CNB from any loss as a result of your failure to endorse the original check as required herein.

12. Receipt of Paper Item(s). For purposes of the Mobile Deposit Service, the definition of Business Day applies. For Cut-Off times applicable to a Mobile Deposit, see the section of the Agreement titled *Provisions Applicable to All Online Services, Cut-Off Times*. Notwithstanding the foregoing, your Electronic Item(s) is deemed to have been received by CNB when you receive a confirmation from CNB that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. If there is a discrepancy between the entered and confirmed amount and the amount on the scanned image, we will credit the account based on the scanned image. We are not responsible for Paper Items we do not receive or for images that are dropped during transmission. For all purposes, legal and otherwise, any Paper Item deposited will be deemed to have been deposited at the branch where the Account is maintained.
13. Exception Paper Item(s). Each Business Day on which we review and process your Electronic Item(s), we will use commercially reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Check Deposit Service (each, an “Exception Item”), without liability to you. An Exception Item includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) any Paper Item previously listed in the section of this Agreement titled “*Eligible Paper Item(s)*”.
14. Funds Availability. Funds deposited may not be available for immediate withdrawal and will be available based upon CNB’s Funds Availability Policy provided at account opening and / or as found on our website (<http://www.citynationalcm.com/home/disclosures>).
15. Retention of Original Paper Item(s). Once the Paper Item has been credited to your account, you must mark the original Paper Item by writing MOBILE CHECK DEPOSIT on the front with the date and retain the Paper Item for fourteen (14) calendar days. You may not present the original Paper Item or any image or substitute check created from the original check for payment at any other financial institution. During this 14-day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check and you must make the original Paper Item available to us for review at any time and as necessary for us to facilitate the clearing and collection process, to address third party claims, or for our own audit purposes. Should you fail to produce the original Paper Item, you authorize us to deduct the amount of the Paper Item in question from your Account, regardless of whether such action may cause your deposit Account(s) to have insufficient funds, and to pay any associated fees. Immediately after this 14-day period, you must securely and irretrievably destroy the original Paper Items from which you have previously created and submitted to us as an Electronic Item.
16. Hardware and Software. In order to use the Check Deposit Service, you must obtain and maintain, at your expense, compatible Wireless Device, as specified by CNB from time to time with a working camera that is capable of downloading and running the CNB Mobile Application. The CNB Mobile Application is provided at no cost to you; however, wireless carrier data usage rates may apply.

17. Errors. You agree to notify CNB of any suspected errors regarding Paper Items deposited through the Check Deposit Service right away, and in no event later than 30 days after the applicable CNB account statement is sent. Unless you notify CNB within 30 days, such statement regarding all deposits made through the Check Deposit Service shall be deemed correct, and you are prohibited from bringing a claim against CNB for such alleged error.
18. Errors in Transmission. By using the Check Deposit Service, you accept the risk that a Paper Item may be intercepted or misdirected during transmission. CNB bears no liability to you or others for any such intercepted or misdirected Paper Items or information disclosed through such errors.
19. Returned Deposits. Any credit to your Account for Paper Items deposited using the Check Deposit Service is provisional. If Paper Items deposited through the Check Deposit Service are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that we may charge back the amount of the original Paper Item and provide you with an image of the original Paper Item, a paper reproduction of the original Paper Item or a substitute check. You authorize us to charge any of your Account(s), without prior notice, and at any time for the returned Paper Item. Please refer to the Bank's *Disclosures & Schedule of Fees* (Personal or Commercial Accounts) for details on the applicable fees/charges. Without our approval, you shall not attempt to deposit or otherwise negotiate an original Paper Item if it has been charged back to your Account. We may debit any Account in which you have an ownership interest to obtain payment for any Paper Item that has been rejected or returned, for any adjustment related to such Paper Item or for any warranty claim related to such Paper Item, whether or not the rejection, return, adjustment or warranty claim was made timely.
20. Presentment. The manner in which the Electronic Items are cleared, presented for payment, and collected shall be in CNB's sole discretion or as provided in the *Deposit Agreement*.
21. Compliance with Law. You will use the Check Deposit Service for lawful purposes and in compliance with all applicable laws, rules, regulations and this Agreement.
22. Check Deposit Service Unavailability. The Check Deposit Service may be unavailable temporarily due to system maintenance or technical difficulties, including those of the given Internet service provider, cellular service provider, and Internet software. In the event that the Check Deposit Service is unavailable, you may deposit original Paper Items in other methods including at our branches, through our ATMs or by mailing the original Paper Item to: City National Bank, P.O. Box 025605, Miami, FL 33102-5605.
23. Your Warranties to CNB. You make the following warranties and representations to CNB:

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE CHECK DEPOSIT SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE CHECK DEPOSIT SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE CHECK DEPOSIT SERVICE, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT CNB PROVIDES YOU WITH RESPECT TO THE CHECK DEPOSIT SERVICE AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY CNB IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE CHECK DEPOSIT SERVICE OR YOUR SECURITY CREDENTIALS.

In addition, you represent and warrant that:

- a. Each Electronic Image is a true and accurate rendition of the front and back of the original Paper Item, without any alteration, and the drawer of the Paper Item has no defense against payment of the Paper Item.
- b. The amount, payee(s), signature(s), and endorsement(s) on the Electronic Image and on the original Paper Item are legible, genuine, and accurate.
- c. You will not deposit to your Account or otherwise negotiate any original Paper Item from which you have previously created and submitted to us as an Electronic Item, unless we have notified you that the Electronic Item is an Exception Item.
- d. There are no other duplicate images of the original Paper Item.
- e. The original Paper Item was authorized by the drawer in the amount stated on the original Paper Item and to the payee(s) stated on the original Paper Item.
- f. You are authorized to enforce and obtain payment of the original Paper Item.
- g. You have possession of the original Paper Item and no party will submit the original Paper Item for payment.
- h. You placed the required restrictive endorsement on the original Paper Item.
- i. You agree to indemnify and hold harmless CNB from any loss for breach of this warranty provision.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

24. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of Paper Items deposited through the Check Deposit Service in your possession and your records relating to such Paper Items and transmissions. Further, you agree to provide any requested affidavit of fraud or file police reports, as necessary.
25. Enforceability. We may waive enforcement of any provision of the Mobile Deposit Service Terms & Conditions. No waiver of a breach of the Mobile Deposit Service Terms & Conditions shall constitute a waiver of any prior or subsequent breach of said Terms & Conditions. Any such waiver shall not affect our rights with respect to any other transaction or to modify the Mobile Deposit Service Terms & Conditions. In the event that any provision of the Mobile Deposit Service Terms & Conditions shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Mobile Deposit Service Terms & Conditions shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
26. Ownership & License. You agree that CNB retains all ownership and proprietary rights in the Check Deposit Service, associated content, technology, and website(s). Your use of the Check Deposit Service is subject to and conditioned upon your complete compliance with the Mobile Deposit Service Terms & Conditions. Without limiting the effect of the foregoing, any breach of the Mobile Deposit Service Terms & Conditions immediately terminates your right to use the Check Deposit Service. Without limiting the restriction of the foregoing, you may not use the Check Deposit Service (i) in any anti-competitive manner, (ii) for any purpose that would be contrary to CNB's business interest, or (iii) to CNB's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Check Deposit Service.
27. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE CHECK DEPOSIT SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT



YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE CHECK DEPOSIT SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE CHECK DEPOSIT SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE CHECK DEPOSIT SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE CHECK DEPOSIT SERVICE OR TECHNOLOGY WILL BE CORRECTED. WE ALSO MAKE NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OPERATED BY A THIRD PARTY.

28. LIMITATION OF LIABILITY. YOU AGREE THAT IN NO EVENT SHALL CNB OR ITS SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY OR PUNITIVE DAMAGES, ACTIONS, LIABILITIES, COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND EXPENSES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE CHECK DEPOSIT SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS CHECK DEPOSIT SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CNB HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. YOU UNDERSTAND AND AGREE THAT THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THE MOBILE DEPOSIT SERVICE TERMS & CONDITIONS OR USE OF THE CHECK DEPOSIT SERVICE.
29. Indemnification. You understand and agree that you are required to indemnify our technology partners, including but not limited to, Digital Insight and Ensenta, and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Ensenta, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to CNB's or your use of the Check Deposit Service, Ensenta or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Ensenta in bad faith. You understand and agree that this paragraph shall survive the termination of the Mobile Deposit Service Terms & Conditions or use of the Check Deposit Service.
30. Canceling / terminating, amending, or suspension of the Check Deposit Service. Except as otherwise required by law, we may in our sole discretion change these terms, and modify, terminate or cancel the Check Deposit Service, at any time, and we are not obligated to notify you in advance. This may include adding new or different terms to, or removing terms from, the Mobile Deposit Service Terms & Conditions. When changes are made we will update the Mobile Deposit Service Terms & Conditions and provide the same to you a reasonable period of time on or before the effective date of any such changes to the Mobile Deposit Service Terms & Conditions, unless (i) an immediate change is necessary to maintain security or to prevent fraud; or (ii) a legal or regulatory requirement requires immediate change; in which event the Mobile Deposit Service Terms & Conditions will be updated within a commercially reasonable period of time. You will be notified of changes to this Agreement that materially affect your rights. By continuing to use Check Deposit Service after such notice of any change, you accept and agree to be bound by any such change.

We may terminate or suspend all or any part of Check Deposit Service at any time, in our discretion, without notice to you, and without liability to you. The Mobile Deposit Service Terms & Conditions shall remain in effect unless terminated by us. Without limiting the foregoing, the Mobile Deposit Service Terms & Conditions may be terminated if you breach any term of the Mobile Deposit Service Terms & Conditions, if you use the Check Deposit Service for any unauthorized or illegal purposes or you use the Check Deposit Service in a manner inconsistent with the terms of your *Deposit Agreement*, or any other agreement with us. No termination of the Check Deposit Service or any part thereof will affect your liability or obligations under the Mobile Deposit Service Terms & Conditions or any agreement accruing prior to the date of termination of any provisions of the Mobile Deposit Service Terms & Conditions or any agreement that, by their nature or by express provision, are intended to survive termination. When you use or allow others to use the Check Deposit Service, you confirm your agreement to abide and be bound by the Mobile Deposit Service Terms & Conditions, as in effect at that time. We may limit the types and number of accounts eligible for the Check Deposit Service at any time.

31. Survival. The provisions of paragraphs 11, 12, 19, 21, 23, 24, 26, 27, 28, 29, 30, and 31 of these Mobile Deposit Service Terms & Conditions shall survive termination of the Agreement and/or termination of your use or access to Mobile Deposit Service.

## **X. ONLINE STATEMENTS**

The online statements Service (hereafter, the “Online Statements” or “Online Statement Service”) is provided by us and these terms of use set forth the terms and conditions for any use of the Online Statements (the “Terms of Use”). We encourage you to read these Terms of Use carefully.

By registering / using the Online Statements Service, you signify your agreement to all the terms, conditions, and notices contained or referenced in these Terms of Use and accept responsibility for your use of the Online Statements. Please read these Terms of Use carefully before you accept them. Access to Online Statements and use of the Online Statements is subject to all applicable federal, state and local laws and regulations. Unauthorized use of Online Statements or information accessed via the Online Statement Service is strictly prohibited.

1. Description of Online Statement Service. Online Statement Service is offered for eligible Accounts, allowing you to replace your mailed (paper) statement with an electronic version (PDF) that you can view, save to your computer or print at your convenience. It is important to note, a number of our Account types incur a fee for the delivery of paper statements, as provided for in the applicable *Disclosure & Schedule of Fees*. Any legal notices that normally accompany your mailed statement will be delivered to you electronically. The following is a brief description of the various features of the Online Statement Service and requirements for using the same. From time to time, we may add to, modify, or delete any feature of the Online Statement Service at our sole discretion. Please note that by enrolling in Online Statement Service, you will not additionally receive a mailed (paper) statement. However, copies of your Account statements or records will be available to you upon request as provided below.
2. Registration for the Online Statement Service. You must first register and become an Online Banking customer to use Online Statement Service. You must accept the Terms of Use to become a registered user of Online Statements. Your statement(s) will be made available to you when you log into our Online Banking and click on the Online Statements link. When you register:
  - You consent (initially and on an ongoing basis) to receive your Account statement in electronic format and authorize us to electronically deliver your Account statement on a monthly statement cycle. This statement cycle may represent a change to your current Account statement cycle. Combined customer account statements may no longer be available.

- Your election will be applied to any subsequent Accounts that are opened or that are linked to your Online Banking.
  - Your statement will be provided in a readable, printable, and downloadable format. Your Online Statements will be available for your viewing for a period of up to 24 calendar months. You also agree to waive the mailing of a paper statement from this time forth. You can, however, at any time decline Online Statements by contacting us to receive paper statements again by mail. A monthly statement at all times, however, will be available to you at the Bank.
3. Eligible Account(s) for Online Statements. Eligible accounts include the following personal or non-personal account types: checking, savings, money market accounts, and applicable loans. All checking, money market and savings accounts that are related (e.g., ownership, tax identification number, Social Security number, authorized signer, etc.) to your Online CNB Account will be automatically enrolled for Online Statements.
    - We hereby reserve the right in our sole and absolute discretion to limit the approval or availability of and the access to the services set forth in the Terms of Use for the Online Statements on any subject Account being applied for hereunder.
    - If any Account, which you have selected to receive Online Statements, is a joint account, please be advised that only the holder or holders of the Account as shown on the Bank's opening documents will receive and be able to access the Online Statements for such Account.
  4. Enrollment for Online Statements. To have access to the Online Statement Service you must [enroll](#) at the [City National Bank of Florida](#) website. For Accounts with multiple owners or authorized signers, only one account owner/authorized signer needs to enroll for the Online Statement Service. Your current month's statement may not be available until your next cycle date.
  5. Accessing your Online Statements. Your statement(s) will be made available to you when you log into the Bank's Online Banking and click on the Statements tab. Your statements will be provided in a readable, printable, and downloadable format.
    - If you recently registered and no statements are currently available, your current month's statement may not be available until your next cycle date.
    - Your Account statements prior to the current month may take up to two weeks for availability.
    - You will have the ability to view Online Statements for a period of up to 24 calendar months. Please note, your statement cycle may affect the ability to view prior statements. If you experience this problem, please contact us as provided for in the section of this Agreement titled *Errors, Disputes, and Questions*.
  6. Change Statement Delivery Method. When you enroll for Online Statements, we will no longer mail paper statements for any Account(s) related to your Online CNB Account; however, a monthly paper statement will be available to you upon request by contacting us as provided for below.
 

Each month you will receive a notification from us informing you that your monthly Online Statement is available online. You will receive this notification via e-mail, thus making it imperative that you notify us of any e-mail address changes. You can change your e-mail address within Online Banking by clicking on the User Options link. You can also notify us of any change in your e-mail address or request paper statements by contacting us as provided for in the section of this Agreement titled *Errors, Disputes, and Questions*. If you want to receive paper statements, you will need to contact us as provided for below, additional fees may apply, refer to appropriate *Disclosures & Schedule of Fees*.
  7. Equipment. You are responsible for and must provide all telephone and other equipment, software (other than any software provided by us) and services necessary to access the Online Statements. To access and

retain your Online Statements you must use a personal computer or other device and software meeting the requirements summarized in the section of this Agreement titled *Provisions applicable to all Online Services*, subsection titled *Technical Requirements* or as we may update from time to time. By selecting Online Statements and accepting Terms of Use, you acknowledge having the equipment and Internet access as referenced above. To view and print your statements, it is strongly recommended that you upgrade your Adobe Reader to the latest version available, as there are printing limitations with certain versions. Using a 56k dial-up modem may take more time to download your Online Statements.

8. International Use. We do not make any representation that any content or use of the Online Statements is appropriate or available for use in locations outside of the United States and accessing the Online Statement Service from territories where its contents or use is illegal is prohibited by us. Those who choose to access Online Statements from locations outside the United States do so at their own risk and are responsible for compliance with local laws.
9. Termination. These Terms of Use will be in effect from the date your registration is submitted by you and accepted by us and at all times while you are using Online Statements. Either you or we may terminate this Service at any time.
10. As a customer of us, you do have the right to have mailed to you a paper statement in place of an electronic one (Online Statements). To unsubscribe from Online Statements and begin receiving your paper statement again, you will need to contact us, as follows:
  - On our website (<https://www.citynationalcm.com/home/home>) click on Contact Us and complete the contact form or you may email us directly using: [support@citynational.com](mailto:support@citynational.com).
  - You may also write to us at City National Bank Attn: Digital Banking P.O. Box 025605 Miami, FL 33102-5605.
  - Our hours of operations are (EST): 8:00 am to 5:00 pm, Monday through Thursday, Friday until 6:00 pm.

It is important to remember that should you unsubscribe from Online Statements and request the delivery of paper statements, depending on your Account type, you may subject your Account to applicable fees, as provided in the applicable *Disclosures & Schedule of Fees* for the delivery of paper statements.

11. To request paper copies of account records (including paper statements) you will need to [Contact Us](#), as follows:
  - call us at 1-800-435-8839 or
  - write to us at City National Bank of Florida, Attention: Client Care, 100 S.E. 2nd Street, 19th Floor, Miami, Florida 33131.

It is important to note any such request may be subject to applicable fees, as provided in our *Disclosures & Schedule of Fees* for Personal and/or Commercial Accounts.

12. If you have any questions regarding these Terms of Use, or the Online Statement Service, please click on the [Contact Us](#) link.

## **XI. MONEY MANAGEMENT**

This Money Management User Agreement contains the terms and conditions for your use of digital money management tools and services that we may provide to you and that involve accessing third party account information (“Money Management Services”). CNB provides Money Management User access to the Money

Management Services. NCR Corporation, and MX Technologies, Inc. (collectively, the “Providers”) are intended third party beneficiaries of this Money Management User Agreement and are entitled to enforce its terms.

1. General.

- a. Money Management User will follow the standard operating procedures, including without limitation the Security Procedures, with respect to use of the Money Management Services.
- b. Money Management User agrees to allow NCR Corporation, its successors and assigns, and its and their third party services providers access and use of such Money Management Users’ data, including Aggregated Data and Nonpublic Personal Information, as necessary for the provision of the Money Management Services. As used herein “Aggregated Data” means Money Management User Data and information that has been stripped of all personally identifiable information. “Money Management User Data” for purposes of this definition, means Money Management User account information, account access information and registration information as provided by Money Management Users. Nonpublic Personal Information means information concerning Money Management Users and their past or present accounts; information falling within the definition of “nonpublic personal information” or “personally identifiable financial information” under Regulation P, 12 C.F.R. 216, or under the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq.; or information otherwise considered privileged, confidential, private, nonpublic or personal and/or given protected status under any federal or state law.
- c. CNB has no liability to Money Management User or other third parties relating to any delays, inaccuracies or incomplete Money Management Services caused by the failure of CNB to properly or timely meet its obligations or requirements in connection with the Money Management Services.
- d. Money Management User shall determine and be responsible for the completeness, authenticity and accuracy of all such information submitted to the Money Management Services.

2. Provide Accurate Information. You represent and agree that all information you provide to us in connection with the Money Management Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third party sites which you include or access through the Money Management Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Money Management Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.

3. Content You Provide. Your use of the Money Management Services is your authorization for CNB or its service providers, as your agent, to access third party sites that you designate in order to retrieve information. You are licensing to CNB and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Money Management Services. You authorize us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Money Management Services or that we or our service providers retrieve on your behalf for purposes of providing the Money Management Services, to offer products and services, and for other permissible business purposes. The foregoing provision is not intended to authorize our service providers to offer products and services directly to you. Except as otherwise provided herein, we or our service provider may store, use, change, or display such information or create new content using such information.

4. Power of Attorney. You grant CNB and its service providers a limited power of attorney as provided below to access information at third party sites on your behalf. Third party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. For all

purposes hereof, you hereby grant CNB and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the Money Management Services are not sponsored or endorsed by any third party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD PARTY SITES.**

5. Third Party Accounts. With respect to any third party sites we may enable you to access through the Money Management Services or with respect to any non-CNB accounts you include in the Money Management Services, you agree to the following:
  - a. You are responsible for all fees charged by the third party in connection with any non-CNB accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this Money Management User Agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non-CNB account, you agree to direct these to the account provider.
  - b. Any links to third party sites that we may provide are for your convenience only, and CNB and its service providers do not sponsor or endorse those sites. Any third party services, which you may be able to access through the Money Management Services, are services of the listed institutions. We nor our service providers have responsibility for any transactions and inquiries you initiate at third party sites. The third party sites you select are solely responsible for their services to you. We nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.
6. Limitations of Money Management Services. When using the Money Management Services, you may incur technical or other difficulties. Neither we nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Money Management Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. Our service providers and we reserve the right to change, suspend or discontinue any or all of the Money Management Services at any time without prior notice.
7. Acceptance of Money Management User Agreement and Changes. Your use of the Money Management Services constitutes your acceptance of this Money Management User Agreement. This Money Management User Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised Money Management User Agreement. Your continued use will indicate your acceptance of the revised Money Management User Agreement. The licenses, user obligations, and authorizations described herein are ongoing.
8. Aggregated Data. Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Money Management Services, may be used by us and our service providers, including their affiliates, to conduct certain analytical research, performance tracking, marketing and marketing program activities, and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be

shared with or sold to third parties, except as otherwise permitted by this Money Management User Agreement. Notwithstanding any other provision of this Money Management User Agreement, use of data collected through your use of the Money Management Services for marketing and marketing program activities may include targeted marketing, meaning that specific marketing activities may be directed to a group of users, where each user meets certain pre-defined categories or characteristics. For example, a targeting marketing activity may issue a display ad for a group of users, where each user is identified as having an open credit card account through a financial institution.

9. Ownership. You agree that CNB and its service providers, as applicable, retain all ownership and proprietary rights in the Money Management Services, associated content, technology, mobile applications and websites.
10. Money Management User Conduct. You agree not to use the Money Management Services or the content or information delivered through the Money Management Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Money Management Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for CNB or its service provider or cause CNB to lose the services of our service providers; (d) access the information and content programmatically by macro or other automated means; (e) use the Money Management Services in such a manner as to gain unauthorized entry or access to computer systems.
11. Indemnification. You agree to defend, indemnify and hold harmless CNB, its third party services providers and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Money Management Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.
12. Disclaimer. The Money Management Services are not intended to provide legal, tax or financial advice. The Money Management Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither CNB nor its third party providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. CNB and its third party providers specifically disclaim any liability, loss, or risk that is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, CNB and its third party providers are not responsible for any investment decisions, any damages or other losses resulting from decisions that arise in any way from the use of Money Management Services or any materials or information accessible through it. Past performance does not guarantee future results. CNB and its third party providers do not warrant that the Money Management Services comply with the requirements of the Financial Industry Regulatory Authority (FINRA) or those of any other organization anywhere in the world.
13. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, AND OUR SERVICE PROVIDERS, DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE, AND OUR SERVICE PROVIDERS, MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM

THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM A FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

14. Other Items. You may not assign this Money Management User Agreement. A determination that any provision of this Money Management User Agreement is unenforceable or invalid shall not render any other provision of this Money Management User Agreement unenforceable or invalid.
15. Survival. The provisions of paragraphs 1, 5, 9, 10, 11, 12, 13, 14, and 15 of this section shall survive termination of this Agreement or termination of your access to the Services.

## **XII. WIRE TRANSFER TERMS & CONDITIONS**

By choosing to use the electronic payment by wire service (the “Wire Transfer Service”), you agree to be subject to these Wire Transfer Terms & Conditions (the “WT T&Cs”), and the provisions of this Agreement. Customer authorizes the Bank to receive, execute and charge the Online CNB Account(s) for all payment order requests, when such requests are received by the Bank from the Customer or in the name of the Customer, as set out in these WT T&Cs.

1. The Bank is not obligated to accept a payment order nor, if it accepts a payment order, is it liable for: (i) failure to timely execute a funds transfer, (ii) non-completion of the funds transfer for any reason, or (iii) any delay in transmitting the payment order or completing the funds transfer. In no event will the Bank be liable for failure to execute a payment order, improper or late execution, if such was caused by circumstances beyond our control (e.g., Force Majeure Event). To the extent that Customer may be liable to the beneficiary for interest and expenses of the funds transfer because of failure of the Bank to execute a payment order, improper or late execution within the Bank’s control, the Bank’s obligation to the beneficiary or Customer is limited to interest, expenses of the fund transfer, and incidental expenses. THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCE SHALL THE BANK BE LIABLE TO ANY PARTY TO THE PAYMENT ORDER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT LOSS OR DAMAGES OR ATTORNEYS’ FEES SUFFERED BY CUSTOMER OR THE CUSTOMER’S INTENDED BENEFICIARY FOR ANY REASON.
2. Customer expressly agrees to be bound by any payment order, as a “transfer in the name of the Customer”, whether or not it is authorized, if it is issued in Customer’s name and accepted by the Bank: (i) acting in good faith and (ii) in compliance with the “SECURITY PROCEDURES”, as set forth and defined in Section XII, Paragraph 19. The SECURITY PROCEDURES use Valid Codes for login authentication and payment order verification, and may include a call-back procedure, as well as any other means to verify the payment order, as described below in the paragraph titled “SECURITY PROCEDURES”. The parties agree that the SECURITY PROCEDURES are commercially reasonable.
3. The Bank will notify the Customer of the completed funds transfer pursuant to the payment order summarized in the form of an email, a Bank pushed SMS message, or as reflected on your Online Banking/CNB Mobile App which permits the Customer to view transactions/balances, periodic Account statements. Customer shall have the ability to select email or Bank pushed SMS message. The Customer will promptly report any discrepancies, unauthorized transfers or transfers not in the name of the



Customer, erroneous payments to beneficiary not intended by the sender, payment in an amount greater or lesser than the amount intended, or duplication of payment previously sent. In no event will the Bank be liable to the Customer where a report is made later than fourteen (14) calendar days after the date the Bank has sent notification, as described above.

4. If a payment order is accepted by the Bank on behalf of the Customer who is a beneficiary of the payment order, Bank is not obligated to notify the Customer of receipt of the payment order. Receipt of the payment order will appear on the Customer's next monthly Account statement.
5. If Customer complies with the SECURITY PROCEDURES and Bank fails to comply with the SECURITY PROCEDURES, and as a result of Bank's failure to comply, payment is made to a beneficiary not intended, payment is made in an amount greater than the amount intended, or duplication of payment previously sent is transmitted, then Customer, as a condition of being relieved of the obligation to pay the payment order, shall fully cooperate in the Bank's efforts to recover from the beneficiary.
6. Customer acknowledges that processing of payment orders is done by automated means using machines that identify beneficiaries by number. The Bank may rely upon the number in a payment order and the Bank has no duty to detect any inconsistencies in identification. Bank may rely on such number as the proper identification of the beneficiary of the payment order even if the number does not, in fact, correspond to the person named and intended to be the beneficiary of the payment order. Likewise, the Bank may rely on the identifying number of any intermediary or beneficiary's bank, which appears in a bank payment order, even if the number identifies a bank different from the one identified by name in such payment order.
7. Consumer wire transfers to foreign jurisdictions are afforded additional rights consistent with the Dodd-Frank Act Remittance Transfer Rule ("Rule"). For example, a consumer wire transfer will be held for thirty (30) minutes before being released and anytime prior to the expiration of the 30 minutes you can cancel the wire transfer and not incur any fees or charges. In addition, Consumers are afforded 180 days to dispute an error under the Rule. For the sake of clarity, these rights are afforded only to Consumers conducting foreign wire transfers, they do not apply to domestic wire transfers or wire transfers conducted by businesses.
8. The Bank is authorized to electronically record telephone conversations between the Bank and Customer. The decision to record a telephone conversation is totally at the Bank's discretion.
9. Intentionally omitted.
10. To the maximum extent permitted by applicable law, Customer shall indemnify, reimburse, protect, save, hold harmless and defend Bank, its directors, officers, employees, agents, successors and assigns ("Indemnities") from and against any and all liability, losses, damages, actions, suits, proceedings, controversies, fees (including reasonable attorneys' fees and investigatory fees) fines or penalties (whether groundless or otherwise and regardless of the form of the cause of action or whether the liability or responsibility arises under contract, quasi-contract, tort and/or negligence) incurred by or asserted against such Indemnities resulting directly or indirectly from:
  - A. Customer's failure to meet its obligations, representations, covenants, warranties, duties or other responsibilities of Customer arising under the WT T&Cs or any other claim against the Indemnities by reason of any acts or omissions of Customer or any third party or otherwise;
  - B. Any and all fines and assessments imposed on Bank as a result of any infraction or violation of applicable law caused by or attributable to Customer;
  - C. Any willful misconduct, negligence, action or omission on the part of any authorized individual who acts on Customer's behalf; or

- D. Bank performing its obligations under the WT T&Cs, or from Bank's attempted or actual execution of any request, instruction or payment order from Customer, except to the extent such is caused by the gross negligence or willful misconduct of such Indemnities (provided that reliance, without further investigation, on any telephonic, telegraphic, electronic (e.g., email, scanned image, etc.), facsimile, oral or written or other request, notice or instruction believed in good faith to have been given by Customer will in no event constitute gross negligence or willful misconduct on the part of such Indemnities).

If Bank seeks indemnification under the WT T&Cs, Bank shall notify Customer within thirty (30) days after learning of the occurrence of any event that is asserted to be an indemnifiable event. If such event involves a claim by a third party, and Customer confirms in writing its responsibility for such liability, if established, Customer shall be entitled to participate in, and assume control over the defense, settlement, adjustment or compromise of such claim. Bank shall have the right to employ separate counsel in any action or claim and to participate in the defense thereof at the expense of Customer if (a) the retention of such counsel has been specifically authorized by Customer, or (b) Customer does not notify Bank within twenty (20) days after receipt of a claim notice. Customer shall obtain the prior written approval of Bank before entering into any settlement, adjustment or compromise of such claim or ceasing to defend against such claim, if pursuant to or as a result of such settlement, adjustment, compromise, or cessation, injunctive relief or other relief would be imposed against Bank.

11. Bank and its affiliates shall have no liability to Customer for any loss, damage, cost or expense arising out of the WT T&Cs, except for liability arising as a direct result of Bank's gross negligence or willful misconduct in performing or failing to perform. In no event shall clerical errors or mistakes in judgments constitute failure to exercise ordinary care, nor shall Bank have any liability for any indirect, incidental, consequential (including lost profits), special or punitive damages, whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have been reasonably foreseen by Bank. The parties agree that under no circumstances shall Bank be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with any payment order which is caused by interruption of telephone, internet or communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or computer failure, any Force Majeure Event (as defined below), or other circumstances which are unavoidable or beyond Bank's control (e.g., OFAC). Bank shall not be liable for failure to perform any of its obligations if such performance would result in it being in breach of applicable law. If Bank fails to credit any of Customer's Account(s) utilized in connection with a payment order in accordance with the applicable *Deposit Agreement* as of the date such credit was earned, upon discovery or notification of such amount, Bank shall not incur any liability therefore, including any loss resulting from failure by Customer to invest the amount of funds not properly credited to the Account. The Customer agrees that Bank shall not be liable to the Customer for any act done or step taken or omitted in good faith, or for any mistake in fact or law, or for anything which it may do or refrain from doing in connection with the WT T&Cs, except resulting from Bank's gross negligence or willful misconduct. Except as otherwise expressly mandated by applicable law, in no case shall Bank be liable or responsible to Customer (regardless of the form of the cause of action and regardless of whether the liability or responsibility arises under contract, quasi-contract, tort and/or negligence) in an amount which exceeds the sum of the previous twelve (12) months of all fees actually paid by Customer to Bank pursuant to the WT T&Cs.
12. Payment orders for the transfer of U.S. dollars will be paid in U.S. dollars if transferred to a beneficiary located in the United States. If transferred to a beneficiary located in a foreign country, the beneficiary's bank may elect to pay the beneficiary in foreign currency at its rate of exchange for the funds transfer. It is the Customer's responsibility to advise the beneficiary of this possibility. Foreign currency payment orders are final when made to the Bank. However, pursuant to the Customer's request, the Bank may attempt to cancel or amend any payment order before the funds transfer is made. The Bank shall incur no liability if it is unable, for any reason, to cancel or amend a payment order / funds transfer. Refunds of

U.S. dollar payment orders shall be made in the U.S. dollar amount. Refunds of foreign currency payment orders shall be in the amount of U.S. dollars that can be bought for the foreign currency amount at the Bank's then current rate of exchange. The Customer bears all risk of loss due to fluctuation in the rate of exchange and shall fully reimburse the Bank for any such amount. No wire transfer fee shall be refunded. The Customer is responsible for any charges related to the cancellation or amendment of the foreign currency order, including the costs to convert the foreign currency back to U.S. dollars after cancellation.

13. If the Bank receives payment on behalf of the Customer as a beneficiary and is put on notice by the sender, the sender's bank, or any intermediary bank that the payment order was not authorized, then upon notice to the Customer, the Bank may return the payment order to the sender's bank.
14. Where interest is referred to in the WT T&Cs or where interest is chargeable to the Bank by statute referring to any transaction described in the WT T&Cs, then the rate of interest is referred to as the then current Federal Funds rate for the applicable period of time.
15. Customer agrees that it will prevent the disclosure within and outside of its organizations except on a "need to know" basis of any of the Bank's procedures relating to transfer of funds or the SECURITY PROCEDURES. If the confidentiality of the procedures is compromised, Customer will notify Bank immediately.
16. Either party may terminate the WT T&Cs. Customer, to terminate, will send a notice of termination to the Bank. The Bank will have a reasonable time in which to act on the notice. The Bank may terminate the WT T&Cs upon written notice to Customer.
17. Payment orders must be received by Bank at least one (1) hour prior to the cut-off hour established by the Bank, and subject to change from time to time. The cut-off time for funds transfers shall be as set out in in the section of this Agreement titled *PROVISIONS APPLICABLE TO ALL ONLINE SERVICES*, paragraph titled *Cut-off Times* or as may be communicated to Customer in writing. The Bank will give the Customer reasonable notice of any change to said cut-off time. Any payment order received after the cut-off time may be treated by the Bank as received on the following business day.
18. Governing Law / Venue, and WAIVER OF TRIAL BY JURY provisions for the WT T&Cs are provided in the section of this Agreement titled *PROVISIONS APPLICABLE TO ALL ONLINE SERVICES*, paragraphs 16 and 17, respectfully.
19. **SECURITY PROCEDURES. CUSTOMER AND BANK ACKNOWLEDGE THE IMPORTANCE OF THE SECURITY PROCEDURES OUTLINED IN THIS SECTION. CUSTOMER AGREES THE SECURITY PROCEDURES ARE COMMERCIALY REASONABLE, IN LIGHT OF CUSTOMER'S CIRCUMSTANCES AND TYPE, VALUE AND FREQUENCY OF PAYMENT ORDERS OR FUNDS TRANSFERS INITIATED OR TO BE INITIATED, AND NO SPECIAL CIRCUMSTANCES EXISTS WITH RESPECT TO CUSTOMER THAT WOULD REQUIRE ANY OTHER SECURITY PROCEDURE(S). ANY SUCH SPECIAL CIRCUMSTANCES MUST BE ADDRESSED AS PROVIDED BELOW. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THE WT T&Cs AND ANY BELIEF BY CUSTOMER THAT THE SECURITY PROCEDURES ARE NOT COMMERCIALY REASONABLE MUST BE COMMUNICATED TO BANK IMMEDIATELY. THE AGREED UPON SECURITY PROCEDURES FOLLOW:**
  - a) **SUBJECT TO (III), BELOW, THE PARTIES AGREE THAT THE AUTHENTICITY OF ANY REQUESTED PAYMENT ORDER IN THE NAME OF THE CUSTOMER WILL BE VERIFIED PURSUANT TO THE BELOW AGREED UPON SECURITY PROCEDURES FOR THE WIRE TRANSFER SERVICE, AS FOLLOWS:**

- i. SMS Text (i.e., the ‘Text me’ delivery option) Online Banking login authentication and /or payment order verification, means the agreed upon Security Procedure wherein the Bank will push an SMS Text to Customer’s cell/mobile device or Wire Device related to either: (a) Customer’s authentication for purposes of Online Banking login or (b) for Customer to perform the verification of the requested payment order. Customer may establish up to two different phone numbers at which the SMS Text may be received. With respect to the payment order, Customer will either: (1) verify and accept/approve processing of the payment order by pro-actively responding to the SMS Text or (2) do nothing and the payment order request will time out (i.e., not be processed). The SMS Text Security Procedure option was developed to leverage multi-factor authentication, a superior security feature which provides protection to Customer and Bank from fraud, and is one Security Procedure option the Customer may use to perform the Online Banking login authentication and / or the payment order verification.
- ii. Telephone (i.e., the ‘Call me’ delivery option) Online Banking login authentication and /or payment order verification, means the agreed upon Security Procedure wherein the Bank will push an inter-active voice message to Customer’s cell/mobile device, Wire Device, or telephone related to either: (a) Customer’s authentication for purposes of Online Banking login or (b) for Customer to perform the verification of the requested payment order. Customer may establish up to two different phone numbers at which the inter-active voice message option may be received. With respect to the payment order, Customer will either: (1) verify and accept/approve processing of the payment order by pro-actively responding to the inter-active voice message or (2) do nothing and the payment order request will time out (i.e., not be processed). The inter-active voice message Security Procedure option was developed to leverage multi-factor authentication, a superior security feature which provides protection to Customer and Bank from fraud, and is one Security Procedure option the Customer may use to perform the Online Banking login authentication and / or the payment order verification.
- iii. Token Online Banking login authentication and /or payment order verification, means the agreed upon Security Procedure wherein Customer will input the security code provided by the VIP Access Application related to either: (a) Customer’s authentication for purposes of Online Banking login or (b) for Customer to perform the verification of the requested payment order. With respect to the payment order, Customer will either: (1) verify and accept/approve processing of the payment order by pro-actively inserting the security code provided by the VIP Access Application or (2) do nothing and the payment order request will time out (i.e., not be processed). The Token via the VIP Access Application was developed to leverage multi-factor authentication, a superior security feature which provides protection to Customer and Bank from fraud, and is one Security Procedure option the Customer may use to perform the Online Banking login authentication and / or the payment order verification.
- iv. Authenticator Online Banking login authentication means the agreed upon Security Procedure wherein Customer will input the security code provided by Authenticator for purposes of Customer’s authentication in connection with the Online Banking login. The Customer verification using the Authenticator was developed to leverage multi-factor authentication, a superior security feature which provides protection to Customer and Bank from fraud, and is one Security Procedure option the Customer has to perform the Online Banking login authentication.
- v. **Protection of Customer’s Valid Codes.** Customer agrees to (a) keep all Valid Codes and Access Devices, including Wireless Devices, wherein the any of the above Valid Codes are either received, delivered to, or generated locked to protect and maintain secure and strictly confidential these key components of the agreed upon Security Procedures, (b) promptly change any initial Bank assigned temporary Password, (c) provide access or the Valid Codes only to authorized Customer or designated authorized Account users (e.g., authorized officers), (d) provide an opened device due to Biometric Authentication only to authorized Account users, (e) instruct each authorized Account user that he or she is not to disclose the Valid Codes to

any unauthorized person, and in the event of actual or suspected security breach, they must immediately notify Customer and select establish new Valid Codes, if appropriate or deemed necessary, and (f) in the event of an actual or suspected security breach, immediately notify Bank and implement new Valid Codes. Customer and any authorized Account user will not make any Valid Codes available to any non-authorized persons. Bank and Customer agree that the Security Procedures provided herein are commercially reasonable. Customer agrees that payment order/wire transfer conducted under the Valid Codes shall be deemed to be authorized payment order/wire transfer and binding on Customer. It is the sole responsibility of the Customer and any authorized Account user to ensure compliance with their established internal security procedures, processes, or regulations with respect to confidentiality for Customer or authorized Account user's Valid Codes for the Wire Transfer Service.

- vi. **Authorization.** Bank will consider and Customer agrees that any access to Online Banking or the Wire Transfer Service through use of Valid Codes to be duly authorized by Customer and Bank will therefore seek to carry out any instructions for payment orders, regardless of, and without verifying, the identity of any person giving such instructions for payment orders. Customer hereby authorizes Bank to treat any instruction transmitted with Valid Codes as having been made to Bank in writing, signed, and verified by Customer or their duly authorized Account user. In the absence of substantial evidence to the contrary, Bank's records with respect to such instructions will be conclusive regarding access to, or action taken through, Online Banking or the Wire Transfer Service using Valid Codes, whether such access or action is by Customer/duly authorized Account user, or by any employee or agent who have obtained access to any Service through Customer's failure to maintain adequate internal controls.
- vii. **Access and use of Wire Transfer Service.** Customer shall be responsible for establishing and maintaining the procedures to safeguard against unauthorized access to the Wire Transfer Service including anti-virus protection mechanisms, and if required, updates to such procedures and monitoring by Customer of its compliance with such procedures as outlined within these WT T&Cs. Customer warrants that no individual will be allowed access to the Online Banking, Mobile Banking, or CNB Mobile App in the absence of proper supervision and safeguards and agrees to maintain the confidentiality of these Security Procedures, and the Valid Codes and any other related instructions provided by Bank in connection with the applicable Security Procedures set forth herein. If Customer, at any time, has reason to believe or suspect that any such information or instructions have been compromised or disclosed to or accessed by any unauthorized person or used in a manner not authorized by Customer, Customer agrees to notify Bank via phone or e-mail as soon as such an intrusion is detected, followed by written and, as requested, signed confirmation. The occurrence of unauthorized access will not affect any transactions executed in good faith by Bank prior to its receipt of such notification. In the event a transaction has not been executed, any such notification of unauthorized access that is provided to the Bank must be prior to execution of the transaction and within a reasonable time period to allow the Bank, on a best-efforts basis, to prevent or cancel the transaction.
- viii. **Unauthorized use.** Any transaction initiated by an employee or agent of Customer shall be deemed to be authorized by Customer. Customer is responsible for all transactions deemed authorized by Customer. Customer is responsible for all transactions initiated by Customer authorized Account users until such time as Bank has been notified, in writing, that such authority has been revoked or cancelled and Bank has a commercially reasonable amount of time to disconnect the Wire Transfer Service. Customer acknowledges that it assumes full liability during this time period. Customer is responsible for all transactions made through the Valid Codes regardless of whether such transaction was authorized. Customer shall be solely responsible for any losses as a result of any compromised or unauthorized information or instructions delivered to Bank. Because Bank may rely upon and act in accordance with any communication received by Bank using Valid Codes, even if such communication purports to be a communication by an authorized person on Customer's behalf, without inquiring as to the source of such transmission or identify of such person, Customer hereby discharges and releases

Bank from all liability resulting from Bank's execution of transactions initiated through the Wire Transfer Service using Valid Codes.

- ix. Customer acknowledges and agrees that the purpose of the SECURITY PROCEDURES FOR ONLINE BANKING CUSTOMER WIRE TRANSFER is to verify the authenticity of the use of any of the Wire Transfer Service and a payment order delivered to the Bank and that the SECURITY PROCEDURES FOR ONLINE BANKING CUSTOMER WIRE TRANSFER are not designed to detect errors in a payment orders and in no case shall the Bank be responsible or liable for the detection of or failure to detect any error in payment orders presented to the Bank in the name of Customer.

**b) ADDITIONAL SECURITY PROCEDURES TO BE USED WHEN BANK DETERMINES, IN ITS SOLE DISCRETION, ADDITIONAL SECURITY PROCEDURES ARE WARRANTED. THE AGREED UPON ADDITIONAL SECURITY PROCEDURES FOLLOW:**

- i. Customer agrees that, at the Bank's option, it may perform any one or more ADDITIONAL SECURITY PROCEDURES or any other reasonable means to verify the payment order is that of the Customer, including but not limited to: obtaining information about Customer and the Account activity (e.g., recent transactions), calling the Customer via Skype or any commercially reasonable video conferencing platform in order to verify the Customer identity or the identity of any authorized Account user (including confirmation of Customer's telephone number during the video call), verify Account related information (e.g., listed beneficiaries, authorized signers and their personal information), and/or asking similar security or Account related information (e.g., questions individual's identification (as applicable / possible), confirming fax number of Customer, confirming email address of Customer, etc.), review of availability of funds, verification of beneficiary's name, beneficiary's account number and amount of the wire transfer provided in Customer's payment order, recording of telephone conversation as provided in the WT T&Cs, Bank may confirm payment order via a call back procedure described above using a personal identification number (PIN) generated by the Bank and provided to Customer for use as Customer's code number in a call back, confirming that Customer or authorized individual is duly authorized (including course of conduct) to transact on the Account(s), confirming a WT T&Cs (as applicable) has been accepted, etc.
- ii. The ADDITIONAL SECURITY PROCEDURES contained herein may be modified as mutually agreed to in writing by and between Customer and the Bank. No modification or amendment to the SECURITY PROCEDURES shall be binding on the Bank unless it is in writing, approved by the Bank's Legal Department, and signed by both parties. Only a Bank officer with an Executive Vice President title shall be authorized to modify or amend the Bank's SECURITIES PROCEDURES.
- iii. Customer acknowledges and agrees that the purpose of the ADDITIONAL SECURITY PROCEDURES is to verify the authenticity of the payment order delivered to the Bank and are not designed to detect errors in payment orders and in no case shall the Bank be responsible or liable for the detection of or failure to detect any error in a payment order presented to the Bank in the name of customer.
- iv. Consistent with the terms of the WT T&Cs, the Bank may require the call back to be recorded and at its sole discretion can cease processing the payment order should the Customer refuse the recording of said call back.

- 20. Customer shall pay Bank the amount of each payment order requested and executed by Bank. This includes the Wire Transfer Fee disclosed to Customer prior to their release of the payment order. Customer agrees that its payment order requests shall not exceed the available balance in the Account designated to pay the funds transfer request. However, if a payment order should be executed that creates an overdraft, Customer agrees to pay Bank the overdraft amount and any applicable overdraft fees promptly upon demand. Bank may offset the amount of the overdraft against the balance of any Customer's Account(s)

with the Bank. The foregoing shall not preclude Bank from exercising any other rights it may have to collect under any other agreement or law.

21. Customer understands and agrees that the payment of a payment order may be made by Bank or any other financial institution used to carry out the transfer request based on an identifying account number provided by Customer for the beneficiary, even if the number identifies a person different from the named beneficiary. Customer also understands and agrees that Bank or any other financial institution used to carry out the payment order request, might rely on the identifying number of the intermediary or beneficiary's financial institution provide by the Customer as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one named. Bank and any other financial institution shall not be responsible for determining whether the beneficiary's name and account number refer to the same financial institution. Customer is still liable to Bank for the amount of the transfer request even if payment of the transfer request is made to a person different from the named beneficiary based on the beneficiary's identifying account number provided by Customer or if payment of the transfer request is made to a financial institution different from the one identified by name on the identifying number provided by the Customer.
22. The WT T&Cs may be amended by Bank from time to time, by sending a copy of any proposed amendment to Customer at least thirty (30) days prior to the effective date. None of the terms of the WT T&Cs may be waived or modified except as Bank may consent in writing, and no agreement with or representation made by any employee of Bank that is in conflict with the WT T&Cs will be binding on Bank unless contained in a written modification or addendum of the WT T&Cs signed by an Executive Vice President of Bank. No delay on the part of Bank in exercising any right or power under the WT T&Cs shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power under the WT T&Cs preclude further exercise thereof or the exercise of any other right or power. The rights and remedies under the WT T&Cs are cumulative and not exclusive of any rights or remedies which Bank would otherwise have. No representation or statement not expressly contained in the WT T&Cs or in any amendment shall be binding upon Customer or Bank.
23. If Customer faxes or e-mails any scanned document to Bank signed, Customer agrees that it was its intention that: (i) Customer's fax/scanned signature is an electronic signature under applicable federal and state law, (ii) the fax/scan be an original document, (iii) Customer intends on conducting business with Bank by electronic records, electronic contracts, and electronic signatures, (iv) Customer's consent under (iii) to be electronically given under applicable federal and state law.
24. Customer hereby agrees that if it revokes or cancels any payment order, it will indemnify and hold Bank harmless consistent with the provisions contained in the WT T&Cs and the Agreement, as a result thereof. Upon receipt of a request by an authorized individual to cancel a payment order previously communicated to the Bank, Bank will use its best efforts to cancel the payment order and/or recover the related funds. A communication by the Customer, which attempts to cancel or amend a payment order, must be received by Bank at a time and in a manner affording it a reasonable opportunity to act on the communication. Bank makes no representations or warranties as to its ability to revoke or cancel a payment order once it has been executed.
25. Written notices sent to the Bank shall not be effective until actual receipt. Written notice given to the Customer shall be effective when mailed to the address shown on the Bank's system of records. If Customer provides the Bank with an e-mail address to which the Bank may send electronic communications, then you agree that the Bank may send you by e-mail any information that it may have sent via regular mail, for example: confirmations, notices, alerts, changes in terms of the WT T&Cs, etc. Customer agrees to notify the Bank in the event it no longer desires to receive content through this delivery procedure and will allow a reasonable amount of time to permit proper delivery to Customer as requested or by other means.

26. Neither party shall be liable for the non-performance hereunder to the extent such performance is prevented by any of the following: fire, earthquake, hurricane, tornado, flood, explosion, embargo, war, terrorism, riot, government restriction(s), act of God, declaration of pandemic which impacts the operations of the Bank, act of public enemy, or by reason of any other cause beyond such party's reasonable control ("Force Majeure Event"). Each party's obligation to perform timely shall be excused to the extent such performance is prevented by a Force Majeure Event. In the event that non-performance by a party continues for thirty (30) calendar days after the Force Majeure Event, the other party may immediately terminate the WT T&Cs upon written notice to the non-performing party.
27. Any provision of the WT T&Cs that is unenforceable shall be ineffective to the extent of such provision, without invalidating the remaining provisions of the WT T&Cs. If performance of any of the obligations under the WT T&Cs would result in violation of applicable law, the WT T&Cs shall be deemed amended to the extent necessary to comply therewith.
28. Upon the expiration or termination of the WT T&Cs for any reason, the following paragraphs of the WT T&Cs shall survive 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28.

### **XIII. ALEXA VOICE BANKING TERMS & CONDITIONS**

Please read the following terms and conditions for Amazon's Alexa Voice Banking Service ("Alexa"), it provides the terms and conditions that govern your use of this Service. By using the Alexa, you are indicating that you agree to the Alexa Voice Banking terms and conditions ("AVB T&Cs"). You must accept and abide by the AVB T&Cs as presented to you -- changes, additions, or deletions are not acceptable, and we may refuse access to the Alexa for noncompliance with any part of the AVB T&Cs. It is important to understand, that skills are voice-driven Alexa capabilities.

1. **Privacy and Security.** The skill allows you to use your Alexa-enabled device to communicate with us, by voice, regarding your Account(s). Your voice is only used to activate Alexa's features and is not used to authenticate the Account. To use the skill, you will have to speak commands and questions aloud to Alexa, and you will receive responses aloud. Any communication to us via Alexa will be treated by us as a communication authorized by you, and any communication from us via Alexa in response to a request received from your Alexa-enabled device will be treated by us as a communication to you. In other words, you are responsible for all of the interactions with us via the skill. For example, it is possible that someone other than you could interact with us via the skill, or that someone could overhear you interacting with us via the skill and learn information about your Account(s). It is also possible that Alexa (and the equipment Alexa is installed on) and/or Amazon will record your interactions with the skill or with Alexa. Consult your agreements with Amazon to learn more about how Amazon and your Alexa-enabled device treat those interactions.
2. **Account Linking.** After installing your Alexa skill, you will need to link your Online Banking Account(s) to their Alexa account. You will do this through the Alexa App by accessing your skill's Settings, and clicking "Link Account". You will then be taken to the NCR Alexa Banking App Login Screen which will request your Online Banking username and password. After entering your username and password, you will be prompted to satisfy multi-factor authentication ("MFA"). Upon successfully completing MFA, you will then see the prompt for creating a passcode. Note: Account Linking is not successful until completion of the passcode configuration step.
3. **Third-Party Security Settings.** Once you set up your Alexa device, you are authorizing us to provide information to the device based on the device's security settings. For example, the settings on your device may allow the device to retrieve information about your Account(s) based on only verbal requests from



anyone who uses your device, or to save information about your Account(s) for easier access. By enabling the Alexa Voice Banking, you are responsible for how your device uses and communicates to or from us from your device.

4. **Accuracy.** We didn't design or manufacture Alexa or your Alexa-enabled device. The device also runs other software (e.g., Alexa and other third-party apps) that we did not write or design and do not have control over. It's possible that Alexa will not hear you correctly, will incorrectly translate what you said, or even say something to you different than the information we provided to Alexa. By accepting the AVB T&Cs, you understand and agree that we are not responsible for inaccuracies in your interactions with us via your Alex enabled device. If you have any issues or doubts about the accuracy of your interactions with us via the Alexa Voice Banking Service, you can still get your Account details all the same ways you were used to before you started using this service (e.g., using Online Banking or our the CNB Mobile App). Don't rely on the Alexa Voice Banking Service as your sole means of accessing your Account(s).
5. **Release of Your Information to Amazon.** Your interactions with us via the Alexa Voice Banking Service are subject to the CNB Privacy Policy. By installing the Skill, you are authorizing us to perform the actions and/or share with Amazon the information communicated to us, or requested from us. We're going to send that information through Amazon, which will then go through the internet. For example, if you request that Alexa tell you your balance on your Account(s) with us, you authorize us to release that information to Amazon.
6. **Changes or Amendments.** We may change, suspend, or discontinue the skill, or any part of it, at any time without notice. We may amend any of these AVB T&Cs at our sole discretion by posting the revised terms on our website or within our Online Banking. Your continued use of the skill after the effective date of the revised AVB T&Cs constitutes acceptance of the terms.
7. **Termination.** Your rights under these AVB T&Cs will automatically terminate without notice if you fail to comply with any of its terms. In case of such termination, we may immediately revoke your access to the skill.
8. **Disclaimer of Warranty.** You acknowledge and agree that all use of the skill is at your sole risk. You assume all risk for your use of the skill that it is provided "as is", and that we make no warranty or presentation, either express or implied. We expressly disclaim all warranties, either express or implied, including without limitation the warranties of merchantability, fitness for a particular skill, will create any warranty of any kind, purpose and noninfringement. No advice or information, whether oral or written, obtained by you from us, or through or from the
9. **Governing Law; Venue.** See Section XVI. PROVISIONS APPLICABLE TO ALL ONLINE SERVICES, for the paragraph titled: Governing Law/Venue. To the maximum extent permitted under applicable laws, the AVB T&Cs will not be subject to the Uniform Computer Information Transactions Act as currently enacted or as may be codified or amended from time to time by any jurisdiction.
10. **Trademark Information.** Our trademarks and graphics used in connection with the skill are the property of the Bank. All other trademarks and graphics used are the property of their respective owners.

#### **XIV. SAVVYMONEY® TERMS OF SERVICE**

We partner with select service providers to offer our clients an exceptional banking experience. We chose Savvy Money, Inc. to provide you the following features, which may change from time to time: (i) credit score and report card, (ii) credit report and (iii) credit report monitoring, along with special personalized loan and other financial

recommendations. By registering / using this Service, you signify your agreement to all the terms, conditions, and notices contained or referenced in this service provides Terms of Service, as provided below:

These Terms of Service ("TOS") govern Your access and use of the website located at [www.savvymoney.com](http://www.savvymoney.com), including all subdomains thereof (the "Website") and any materials, publications and emails provided to You in conjunction with the Website (collectively, the "Program"). Portions or functionality contained on the Website may be available to You through the mobile app or other internet properties ("App") provided by Your Financial Institution (defined below). The Website and Program are provided to You by SavvyMoney, Inc. ("SavvyMoney", "we" or "us"). By accessing or using the Website (directly or through an App) and/or Program, You ("You") agree to be bound by this TOS. "You" includes both users who visit the Website (or access it through the App) but are not registered with SavvyMoney and users who are registered with SavvyMoney to access features of the Website and Program made available only to users who register with us ("Registered Users"). If You do not agree to this TOS, You will not have the right to access or use the Website (directly or through an App), Program or any portion thereof.

You represent that: (a) if You are entering into this TOS on behalf of another person, You are duly authorized by such person to enter into this TOS which will be binding upon both You individually and such other person (and "You" as used in this TOS shall refer to both), (b) You are of the legal age to form a binding contract with us, and (c) You are not a person barred from subscribing to, using or accessing the Website or Program under the laws of the United States or other applicable jurisdiction.

1. **Changes to this TOS; Policies.** We reserve the right to update or make changes to this TOS from time to time in our sole discretion, and we may notify You of changes by any reasonable means, including without limitation, by posting the revised version of this TOS on the Website, which changes will become effective immediately upon the posting on the Website. You can determine when this TOS was last revised by referring to the "Date of Revision" at the top of this TOS. Your continued access or use of the Website (directly or through an App) and/or Program after any changes to this TOS have been posted shall constitute Your agreement and consent to such changes. Please return to this page periodically to ensure familiarity with the most current version of this TOS. You agree that Your use and access certain features of the Website and Program may be subject to any additional posted guidelines, rules, terms and conditions applicable to such features (collectively, "Policies"), which are hereby incorporated by reference into this TOS. In the event that any terms or conditions of such Policies contradict or are inconsistent with the terms and conditions of this TOS, such Policies will govern and prevail solely with respect to the specified features, if any, to which they apply.
2. **Privacy Policy.** Any information that You provide to us in registering with SavvyMoney or that You provide or transmit through the use of the Website (directly or through an App) and Program are governed by SavvyMoney's Privacy Policy. Please read our Privacy Policy carefully. This TOS incorporates by reference the terms and conditions of our Privacy Policy. Notwithstanding anything in our Privacy Policy or this TOS, You understand and agree that the Website and Program use the Internet and third party networks which are not secure, and SavvyMoney cannot guarantee that any transmission made by You in using the Website (directly or through an App) or Program is or will be secure.

The SavvyMoney Privacy Policy is available at:

<https://savvymoney.com/ui/page/429/onboarding/privacy-policy>

3. **Registered Users.** In order to establish an account with us and to access certain features of the Website and Program, You are required to register with us. You may directly register with us or You may register with us through Your on-line banking account of Your credit union, bank or other financial institution ("Financial Institution"). You may also register with us through Your Financial Institution's App. Upon registering with us, an account will be established for You. If You register with us through Your Financial Institution and become a "Partner Registered User", You may be able to access the Website and Your

account directly through Your on-line banking account with Your Financial Institution and the App provided by Your Financial Institution, if any. Additionally, in some instances, while You may not have registered with us through Your on-line banking account of Your Financial Institution, Your Financial Institution may sponsor Your registration with us.

4. **Login Credentials.** As a Registered User, You agree to provide us with true, accurate and complete information and to maintain and promptly update such information in order to keep it accurate. Without limiting any other provision of this TOS, if You provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate Your account and refuse any and all current or future uses of the Website (directly or through an App), Program or any portion thereof. You agree not to share, resell, assign, transfer or sublicense Your access to the Website, Program or Your account to any third party. You further agree not to create a false or misleading identity in Your use of the Website and Program. You agree and understand You are responsible for maintaining the confidentiality of Your password which, together with Your username ("Login Credentials"), allows You to access Your account with us. As a Partner Registered User, You may be able to access Your account with us directly through Your on-line banking account of Your Financial Institution and the App provided by Your Financial Institution, without having to insert Your Login Credentials. You agree to immediately notify us at [support@savvymoney.com](mailto:support@savvymoney.com) if You become aware of any actual or suspected unauthorized use of Your Login Credentials or any other breach of security related to Your account with us. We are not liable for any loss or damage arising from Your failure to comply with the foregoing. **YOU ARE ENTIRELY RESPONSIBLE FOR ALL ACTIVITIES TAKING PLACE THROUGH YOUR ACCOUNT**, whether or not You are the individual who undertakes such activities.
5. **About the Program.** The Program includes the following features which may change from time to time: (i) credit score and report card, (ii) credit report and (iii) credit report monitoring, along with special personalized loan and other financial recommendations. You may be enrolled in one or more features of the Program. Your credit score and report feature has a summary of information from Your credit report obtained from one or more credit reporting agencies and may include helpful information about factors that influence Your credit risk score.
6. **Authorization to Obtain Credit Report and Other Information.** During the time that You are a Registered User, You hereby authorize us to obtain Your credit report from one or more credit reporting agencies on Your behalf, on an ongoing basis and as frequently as is determined by SavvyMoney ("Authorization"). We may obtain Your credit report for the purposes of: (a) verifying Your identity, (b) providing You with Your credit report, (c) providing You with the credit score and report feature of the Program, (d) determining whether You appear to be qualify for credit card offers, loan offers and other credit offers made available by Your Financial Institution ("Offers"), and (e) inviting You to apply for Offers made available by Your Financial Institution. You agree that the foregoing Authorization constitutes "written instructions" under the Fair Credit Reporting Act and authorizes SavvyMoney to obtain Your credit report or other information from one or more credit reporting agencies. You grant this Authorization on an ongoing basis and agree that we may access Your credit report or other information from one or more credit reporting agencies on an ongoing basis during the time that You are a Registered User. You may revoke Your ongoing Authorization at any time by terminating Your SavvyMoney account (i.e., no longer being a Registered User). We do not obtain the credit report of any user who is less than eighteen (18) years of age.
7. **Offers and Products.** In using the Website, You may be invited to apply for Offers made available by Your Financial Institution or otherwise offered services, products or merchandise made available by Your Financial Institution (each, a "Product"), which will be subject to the terms and conditions applicable to such Offer or Product. We are not responsible for any such Offers or Products (unless we are the vendor of the Products, in which case the terms and conditions we have posted for such Products shall apply).

You may be invited to apply for Offers made available by Your Financial Institution based on information obtained from Your credit report.

8. **Terminating this TOS and Your Account with SavvyMoney.** This TOS will continue in effect until terminated by either You or SavvyMoney as set out below. You may terminate this TOS and Your account with SavvyMoney at any time by (i) terminating or canceling Your account through the Website, or (ii) notifying SavvyMoney at [cancel@savvymoney.com](mailto:cancel@savvymoney.com) or in writing, to SavvyMoney's address at: 7901 Stoneridge Drive #207, Pleasanton CA 94588. Please allow up to ten (10) business days after receipt of Your notice for us to process Your request to terminate Your account.

SavvyMoney reserves the right to terminate Your account at any time, with or without prior notice to You, for any reason, including due to Your breach of this TOS. Lastly, if You are a Partner Registered User, Your Financial Institution has the right to directly terminate Your account, which may become effective without any prior notice to You.

Upon termination of Your account, (i) You will no longer be deemed a Registered User, (ii) You will not have the right to access the features of the Website (directly or through an App) and Program that are accessible only to Registered Users, and (iii) You will not have the right to access Your account data or files. Upon any termination of this TOS and/or Your account, Sections 2, 8, 12, 14 through 22 of this TOS will survive.

9. **Your Use of the Program.** Your right to access and use the Website (directly or through an App) and the Program is personal to You and is not transferable by You to any other person or entity. You are only entitled to access and use SavvyMoney for lawful purposes only. The Website and Program are intended only to assist You in Your financial organization and decision-making and are broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Website and Program may not be appropriate for Your situation. Accordingly, before making any final decisions or implementing any financial strategy, You should consider obtaining additional information and advice from Your accountant or other financial advisers who are fully aware of Your individual circumstances. Your access and use of the Website and Program may be interrupted from time to time for any of several reasons, including, without limitation, equipment malfunction, periodic updates, maintenance or repair of the networks which provide the Website and Program, unavailability of third party services which have been integrated into the Website and Program, or other actions that SavvyMoney, in its sole discretion, may elect to take.
10. **Online Alerts.** SavvyMoney may from time to time provide automatic alerts and voluntary account-related alerts. Automatic alerts are sent to You following certain changes made to Your account. You do not need to activate these alerts. Although You may have the option to suppress some of these automatic alerts, we strongly recommend that You do not since some of them are security-related. Voluntary account alerts may be turned on by default as part of the Program. Such alerts may be customized, deactivated or reactivated by You from time to time. SavvyMoney may add new alerts, from time to time, or cease to provide certain alerts at any time in its sole discretion. Each alert has different options available, and You may be asked to select from among these options upon activation of Your alerts service. Electronic alerts will be sent to the email address You have provided as Your primary email address under Your account. If Your email address changes, You are responsible for making the change in the Profile section of Your account. Changes to Your email address will apply to all of Your alerts.
11. **Data; Rights You Grant to Us.** You hereby grant to SavvyMoney a non-exclusive, royalty-free, fully paid-up, right and license to use any and all data, information, comments or other content that You provide to us or otherwise transmit through the use of the Website and Program ("Data") for the purposes of providing You with the Website and Program. You represent and warrant that You are the exclusive owner of the Data or have all rights and licenses necessary to grant the rights to the Data that You have

granted to SavvyMoney in this TOS, without the need to obtain any third party consents or permissions. As a Registered User, You expressly authorize SavvyMoney, on Your behalf as Your agent, to access Your credit report from one or more credit reporting agencies and to use and store such information for the purposes of making available to You certain features of the Website and Program. Additionally, You grant SavvyMoney a limited power of attorney, and appoint SavvyMoney as Your attorney-in-fact and agent, to access Your credit report from one or more credit reporting agencies, as You could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN SAVVYMONEY ACCESSES AND RETRIEVES CREDIT REPORTS FROM ONE OR MORE CREDIT REPORTING AGENCIES, SAVVYMONEY IS ACTING AS YOUR DIRECT AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF A THIRD PARTY.

12. **License; SavvyMoney's Intellectual Property Rights.** Subject to Your compliance with this TOS, and solely for so long as You are permitted by SavvyMoney to access and use the Website and Program, SavvyMoney grants to You a limited, revocable, non-exclusive, non-transferable right to access and use the Website and Program for Your individual personal use only. Unless expressly granted to You in this TOS, SavvyMoney and its licensors (which may include Your Financial Institution) reserve and retain all right, title and interest (including all intellectual property rights) in and to: (i) the Website and Program, including all content and other materials appearing therein, (ii) all data related to Your use of the Website and Program which does not identify You and cannot be used to identify You, and (iii) the technology, systems and software used to provide the Website and Program. The Website and Program (including the underlying technology, systems and software comprising the Website and Program) are protected by copyright, trademark, patent, and/or other proprietary rights and laws. All trademarks and service marks appearing within the Website or Program not owned by SavvyMoney are the property of their respective owners. The trade names, trademarks and service marks owned by SavvyMoney, whether registered or unregistered, may not be used without SavvyMoney's written consent or in any manner that is likely to cause confusion. You may download or print a copy of content or materials provided to You on the Website or as part of the Program for Your personal, internal and non-commercial use only and for no other purpose. SavvyMoney reserves all rights not expressly granted to You in this TOS.
13. **Restrictions.** In accessing and using the Website and Program, You agree to abide by the following rules, restrictions and limitations:
- In accessing and using the Website and Program, You agree to abide by the following rules, restrictions and limitations:
  - You will not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Website or any portion thereof;
  - You will not use any data mining software, robots, spiders or similar data gathering and extraction tools to retrieve, index, "scrape," "data mine," or in any way gather content or data from the Website or Program or otherwise circumvent the navigational structure or presentation of the Website or Program;
  - You will not disseminate or transmit viruses, worms, Trojan horses, keyboard loggers, time bombs, spyware, adware, cancelbots, passive collection mechanisms, or any other malicious or invasive code or program or upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear gifs, pixels, web bugs, cookies or other similar devices;
  - You will not attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of Website or the Program;

- You will not use the Website or Program in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Website, Program or any networks or security systems of SavvyMoney or its service providers, or otherwise interfere with other users' use of the Website or Program;
- You will not interfere with or circumvent any security feature or any feature that restricts or enforces limitations on the use of, or access to, the Website or Program;
- You will not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures of the Website or Program;
- You will not remove, change or obscure any copyright, trademark notice, trademark, hyperlink or other proprietary rights notices contained within the Website or Program;
- You will not attempt to impersonate another person; and
- You will comply with all applicable laws in Your access and use of the Website (whether directly or through an App) and Program, including the laws of Your country if You live outside of the United States of America.

14. **Links to Third Party Sites.** The Website and Program may contain hyperlinks or other references to third party websites, including the websites of Financial Institutions ("Third Party Sites"). You may be subject to different terms and conditions, including different privacy practices, that apply when You use Third Party Sites. You agree that You are responsible for reviewing and understanding any terms and conditions governing any Third Party Site and products or services provided within such Third Party Sites, and that SavvyMoney has no responsibility or liability for Your access and use of Third Party Sites.

15. **Disclaimers; Limitation of Liability.** THE WEBSITE (DIRECTLY OR THROUGH AN APP) AND PROGRAM ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND THE USE THEREOF IS AT YOUR SOLE RISK. SAVVYMONEY MAKES NO, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NONINFRINGEMENT, AND TITLE WITH RESPECT TO THE WEBSITE AND PROGRAM, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. SAVVYMONEY DOES NOT WARRANT THAT: (A) THE WEBSITE OR PROGRAM (OR THE RESULTS OBTAINED FROM THE USE THEREOF) WILL BE TIMELY, ERROR-FREE, SECURE OR UNINTERRUPTED; (B) THE WEBSITE OR PROGRAM WILL MEET YOUR REQUIREMENTS; OR (C) ANY ERRORS OR MALFUNCTIONS IN THE WEBSITE OR PROGRAM WILL BE CORRECTED. SAVVYMONEY SHALL NOT BE LIABLE IN THE EVENT OF ANY UNAUTHORIZED ACCESS TO OR USE OF THE WEBSITE OR PROGRAM, ANY INTERRUPTION, SUSPENSION OR CESSATION OF ACCESS TO THE WEBSITE OR PROGRAM, OR ANY BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL OR MALICIOUS CODE WHICH MAY BE TRANSMITTED THROUGH THE WEBSITE OR PROGRAM BY ANY THIRD PARTY. SAVVYMONEY MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT MADE AVAILABLE ON THE WEBSITE OR THE PROGRAM.

NEITHER SAVVYMONEY NOR THE PROGRAM IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. SAVVYMONEY IS NOT A FINANCIAL PLANNER, BROKER, TAX ADVISOR, OR A CREDIT COUNSELOR. The Website and Program are intended only to assist You in

Your financial organization and decision-making and is broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Website and Program may not be appropriate for Your situation. Accordingly, before making any final decisions or implementing any financial strategy, You should consider obtaining additional information and advice from Your accountant or other financial advisers who are fully aware of all of Your individual circumstances. SavvyMoney does not act as Your agent in eliminating, reducing or settling Your debts, obtaining new or different loan terms for You, or improving Your credit history, credit rating, credit report, credit score or debt-to-income ratio. SavvyMoney does not provide accounting, tax, legal, real-estate, mortgage, and financial planning or investment advice.

SAVVYMONEY SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHER THEORY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, COST OF SUBSTITUTE PROCUREMENT, ARISING IN WHOLE OR IN PART FROM YOUR USE OF (OR INABILITY TO USE) THE WEBSITE (DIRECTLY OR THROUGH AN APP), PROGRAM OR ANY PORTION THEREOF, EVEN IF SAVVYMONEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL SAVVYMONEY BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ANY CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET OR OTHER NETWORK (INCLUDING WITHOUT LIMITATION PHONE NETWORK OR OTHER TELECOMMUNICATIONS NETWORK) FAILURES OR "BROWNOUTS", COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS TOS, SAVVYMONEY'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY FOR ALL CAUSES OF ACTION, DAMAGES, EXPENSES AND LOSSES OF ANY KIND AND NATURE WHATSOEVER, WILL BE LIMITED TO THE GREATER OF (1) FEES PAID BY YOU TO SAVVYMONEY DURING THE 6 MONTHS PRECEDING THE DATE ON WHICH YOU NOTIFY SAVVYMONEY OF A CLAIM, OR (2) \$100.00 (ONE HUNDRED UNITED STATES DOLLARS). IF ANY OF THE FOREGOING LIMITATIONS ARE FOUND TO BE INVALID, SAVVYMONEY'S AGGREGATE LIABILITY FOR ALL CAUSES OF ACTION, DAMAGES, EXPENSES AND LOSSES OF ANY KIND AND NATURE WHATSOEVER SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

16. **Your Indemnification of SavvyMoney.** You agree to indemnify and hold SavvyMoney and its officers, directors, shareholders and employees harmless from and against any loss, costs, liabilities and expenses (including reasonable attorneys' fees) resulting from Your breach of this TOS, Your use of the Website, Program, or any other related product or service, and any infringement by You of any intellectual property or other third-party right.
17. **Governing Law and Forum for Disputes.** This TOS shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the United States of America. Any dispute arising from or relating to the subject matter of this TOS shall be finally settled by arbitration in San Francisco County, California, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and

commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this TOS, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of California and the state courts located in San Francisco County, California. Use of the Website and the Program are not authorized in any jurisdiction that does not give effect to all provisions of this TOS (including without limitation, this section). You understand that, in return for Your agreement to this provision, SavvyMoney is able to offer the Website and Program at the terms set forth in this TOS, and that Your assent to this provision is an indispensable consideration to this TOS. You also acknowledge and understand that, this provision governs with respect to any dispute with SavvyMoney, its officers, directors, employees, agents or affiliates, arising out of or relating to Your use of the Website (directly or through an App) or Program, or otherwise arising from this TOS.

YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A REGISTERED USER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

18. **Notices.** You authorize SavvyMoney (and Your Financial Institution) to send You notices and information regarding the Website and Program via email to the most current email address we have for Your account. You agree that such notice will be deemed sufficient notice, effective on the date of transmission, and You waive any rights to assert failure of notice. You agree that this TOS and all notices provided to You may be sent in electronic form and will have the same effect as they would if provided in printed hard copy form.
19. **Claims of Copyright Infringement.** The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under United States copyright law. If You believe in good faith that materials transmitted through the Website infringe Your copyright, You (or Your agent) may send SavvyMoney a notice requesting that SavvyMoney remove the material or block access to it. Please provide the following information: (i) an electronic or physical signature of the owner (or person authorized to act on behalf of the owner) of the copyrighted work; (ii) a description of the copyrighted work that You claim has been infringed upon and sufficient information for SavvyMoney to locate such copyrighted work; (iii) information reasonably sufficient to permit us to locate the copyrighted work; (iv) Your address, telephone number, and e-mail address; (v) a statement by You that You have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

If You believe in good faith that someone has wrongly filed a notice of copyright infringement against You, the DMCA permits You to send SavvyMoney a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices should be sent to:

SavvyMoney, Inc.

7901 Stoneridge Drive #207



Pleasanton CA 94588

Attention: DMCA Agent

or sent via email to [copyright@savvymoney.com](mailto:copyright@savvymoney.com)

SavvyMoney shall have the right to suspend or terminate the account of any Registered User engaged in suspected repeated copyright infringement. SavvyMoney shall have the right to transmit the notification to the Registered User transmitting or receiving the allegedly infringing material, and to transmit any counter-notification to the complaining party.

20. **Notice for California Residents.** Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If You have a question or complaint regarding the Website or Program, please contact us at the “Contact Us” section below. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail to: 1625 North Market Blvd., Suite N112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

21. **Contacting a Credit Reporting Agency.** If You have any questions about the information included in Your credit report or other information obtained by us from a credit reporting agency, you may contact:

TransUnion

P.O. Box 160

Woodlyn, PA 19094

Phone: 888-909-8872 (8.00am to 11.00pm ET)

22. **Miscellaneous.** If any provision of this TOS is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this TOS and will not affect the validity and enforceability of any remaining provision. This TOS, together with the Policies and Privacy Policy, constitute the entire agreement between SavvyMoney and You pertaining to any and all access and use of the Website (directly or through an App) or Program and supersede any and all prior or contemporaneous written or oral agreements between SavvyMoney and You pertaining thereto. No amendment or waiver of this TOS will be binding on SavvyMoney unless set forth in a writing expressly identifying this TOS and signed by an officer of SavvyMoney and You. Any caption, heading or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

23. **Contact Us.** If You wish to contact us regarding this TOS, You may do so:

Via email at [support@savvymoney.com](mailto:support@savvymoney.com)

Via mail at SavvyMoney, Inc.  
7901 Stoneridge Drive #207  
Pleasanton, CA 94588

**Date of Revision:** December 31, 2019.

## **XV. ERRORS, DISPUTES, AND QUESTIONS**

In case of errors, disputes or questions about your Account(s) or transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at (305) 349-5490 or 1-866-CNB-EPAY (262-3729) during customer service hours of operations, as provided below; or
2. On our website (<https://www.citynationalcm.com/home/home>) click on Contact Us and emailing us by using the “By email” option or email us directly using: [support@citynational.com](mailto:support@citynational.com); ; or
3. Writing to us at  
City National Bank  
Attn: Digital Banking  
P.O. Box 025605  
Miami, FL 33102-5605
4. Our hours of operations are (EST): 8:00 am to 5:00 pm, Monday through Thursday, Friday until 6:00 pm.

If you think your statement is incorrect or you need more information about a transaction listed on the statement, we must hear from you, depending on whether you are a consumer (natural person) or a business, as provided in the section of this Agreement titled *Liability*, below. When you contact us in any of the ways listed above, you must:

1. Tell us your name and 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.

In addition, you may also contact us as provided for above with any questions related this Agreement or any of the Online Services.

## **XVI. LIABILITY**

1. Limitation of Liability and Disclaimer of Warranties. EXPRESSLY AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR THE INSTALLATION, USE, MAINTENANCE, OR INCOMPATIBILITY OF THE EQUIPMENT, SOFTWARE, ACCESS TO OR USE OF THE ONLINE SERVICES OR ANY PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

THE ONLINE SERVICES AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE THROUGH THE ONLINE SERVICES, ARE PROVIDED "AS IS" "WHERE IS" AND "WHERE AVAILABLE" 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, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS).

2. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any loss, damage, liability, claim, demand, suit, action or other proceeding, or cost or expense of any kind (including, but not limited to, reasonable attorneys' fees and costs) related to your use of the Online Services, or the use of the Online Services by anyone with access to your Account or by anyone using your Online Banking credentials or your violation of this Agreement or the rights of any third party, including that arising from your provision of a phone number, e-mail address, or other delivery location that is not your own. Your obligations under this paragraph shall survive termination of this Agreement.
3. Third Parties. We are not liable or responsible for any error or loss resulting from any malfunction or failure of the Internet, equipment, software, or hardware, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access any of the Online Services or Bill Pay Account. You are responsible for educating yourself on and obtaining any upgrades, fixes, or enhancements to, or technical or other support for any equipment, software, or hardware you use to access or use Online Banking. You acknowledge that Online Banking is completely voluntary and is available for your convenience. We are not liable for any products or services that are paid using Online Banking.
4. Virus Protection. The Bank is not responsible for any electronic virus, viruses, malware, or spyware that you may encounter. We suggest that you routinely scan your computer using a virus protection and anti-malware/anti-spyware product. An undetected virus may corrupt and destroy your programs, files, and your hardware. Trusteer Rapport for Online Banking software ("Rapport") provides you with an additional layer of protection from online fraud that includes features such as malware detection and prevention and the disabling of key logging and screen capturing attempts, among others. The Bank recommends that you download and install Rapport to enhance your data security. The Bank may require in the future that you download and install Rapport, or any other secure browsing software that has been approved by the Bank for use with Online Banking in order to use or continue to use Online Banking. The Bank further reserves the right to suspend or terminate this Agreement or your use of Online Banking without notice if malware is detected on the device used to access Online Banking until the Bank is reasonably assured that the threat has been eliminated. You should also become familiar with the various educational materials, tools and tutorials pertaining to security and identity theft provided on CNB's website.
5. Prohibitions. You agree not to use Online Banking to pay Payees to whom you are obligated for tax payments, or to make payments made pursuant to court orders, fines, gambling payments, or payments otherwise prohibited by law. You agree not to attempt to log onto Online Banking from any country sanctioned by the OFAC, nor attempt to make any payment to such countries, individuals, or entities prohibited under OFAC. You agree that you will not use Online Banking for International ACH Transactions and that they are prohibited under this Agreement. You are further prohibited from using Online Banking for communications or activities that: (a) impose an unreasonable or disproportionately large load on our infrastructure; (b) 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; (c) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy Online Banking or any portion of the CNB portal without our prior written permission; (d) constitute use of any device, software or routine to bypass technology protecting Online Banking, or interfere or attempt to interfere with Online Banking; or (e) may cause us or our service providers to lose any of the services from our internet service providers, payment processors, or other vendors. You agree that any attempt to make any transaction prohibited by this Section may result in your access being restricted and/or terminated.
6. If you permit other persons to use Online Banking or your Password for Online Banking you are responsible for any transactions, they authorize from your accounts.

7. Specific Payments and Transfers for Consumer Accounts (Not Applicable to Business Accounts).
- a. Applicability. The following provisions are only applicable to online electronic fund transfers that credit or debit a consumer account and are subject to the Consumer Financial Protection Bureau's Regulation E (an "EFT"). A consumer account is one that belongs to a natural person and used primarily for personal, family or household purposes. If you perform transactions from a home equity line of credit or other credit account, please see your home equity line of credit documents for information about your liability for unauthorized charges or other errors or questions relative to those accounts. When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.
- b. A Consumer's Liability for Unauthorized EFT. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:
- i. If you notify the Bank within two (2) business days after your Password was lost or stolen or after an unauthorized transfer or payment has been made from any of your deposit accounts, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.
  - ii. If you fail to notify the Bank within two (2) business days after your Password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:
    - \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
    - The total of authorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.
  - iii. You must report an unauthorized EFT that appears on your periodic statement within 60 days of the Bank's transmittal of the statement to avoid liability for subsequent transfers. If you fail to report the unauthorized EFT to us on time, your liability will not exceed the amount of the unauthorized EFTs that occur after the close of the 60-day period and before notice to the Bank, and that the Bank establishes would not have occurred had you notified the Bank within the 60-day period. You may also be liable for the amounts as described in sections b.i. and b.ii. above.
  - iv. If the report is made orally, we will require that you send the complaint or question in writing and signed by you within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing and signed by you within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an EFT outside a state or territory or possession of the United States, we may take up to 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
8. Our Liability for Items that are not EFTs (Applicable to Consumer & Business Accounts). Unless otherwise specified or addressed in this Agreement, all other claims regarding a Discrepancy(ies) (as

defined in the *Deposit Agreement*) or any other dispute with respect to your Account and use of the Online Services shall be determined in accordance with the provisions and the terms of the *Deposit Agreement*.

9. **Our Liability for Failure to Complete Payments and Transfers Consumer Accounts (Not Applicable to Business Accounts)**. If we do not complete a transfer or payment to or from a consumer deposit account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. We will not be liable to you, however, in the following instances:

- a. If through no fault of the Bank, you do not have enough money in your account to make a transfer or payment through Online Banking;
- b. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents a transfer or payment through Online Banking despite reasonable precautions that we have taken (Force Majeure provision of the *Deposit Agreement* applies);
- c. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy;
- d. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer;
- e. If your transfer authorization terminates by operation of law;
- f. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately;
- g. If you have not properly followed the instructions on how to make a transfer included in this Agreement;
- h. If we have received incomplete or inaccurate information from you or a third party pertaining to a payment or transfer, including without limitation, the financial institution name, address, account number, or the amount of the transfer or payment;
- i. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the *Deposit Agreement*, a credit agreement or any other agreement with us, or if we or you terminate this Agreement or the Online Service at issue; or
- j. If a Payee, or a financial institution holding an External Account from which you have requested a transfer, mishandles or delays processing or posting a payment or transfer sent by Bill Pay Service or MyMoney Transfers.

The list of examples set out in this paragraph are provided for illustrative purposes only and is not intended to list all of the circumstances where we would not be liable.

10. **Additional Terms Applicable Only to Business Accounts using the Online Services**.

- a. If you are a business, any authorized signer on your account is authorized on such terms, conditions, and agreements as we may require to:
  - i. Enter into this Agreement, as amended from time to time;
  - ii. Access each Account of yours in any manner and for any purpose available through the Online Services, whether now available or available at some time in the future; and
  - iii. Use any the Online Services service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.
- b. **You are responsible for all payments and transfers that are authorized using your Password.** ACCOUNT ACCESS THROUGH ONLINE BANKING IS SEPARATE AND DISTINCT FROM THE EXISTING SIGNATORY AUTHORITY FOR YOUR ACCOUNTS. THIS MEANS THAT WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH ONLINE BANKING, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATORY AUTHORITY. YOU ARE RESPONSIBLE FOR THE FRAUDULENT,

UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

- c. Any log in credentials we provide to you such as a Username or Password is provided to you in your capacity as a representative of the business entity only, and may not be retained by you after any termination of your relationship with such business entity. You agree to inform us immediately if a person with access to a Password ceases to be an agent or employee of the entity to which that Password has been assigned.
  - d. We are not liable to you for any errors or losses you sustain in using the Online Services except where we fail to exercise ordinary care in processing any transaction. Our liability in any case shall be limited to the amount of any money improperly transferred from your Online CNB Account less any amount, which, even with the exercise of ordinary care, would have been lost.
  - e. Regardless of the exercise or failure to exercise ordinary care, if you fail to report to us any unauthorized transfer, payment or error from an Online CNB Account within thirty (30) days of our providing or making available to you a bank statement showing such unauthorized transfer, payment, or error, we shall not be liable for any losses sustained after the expiration of such thirty (30) day period and you shall thereafter be precluded from asserting any such claim or error.
11. Additional Statement regarding Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Services as delineated in this Agreement.
12. Survival. The provisions of paragraphs 1, 2, 3, 4, 6, 8, 9, 10, 11, and 12 of this section shall survive termination of this Agreement or termination of your access to the Services.

## **XVII. PROVISIONS APPLICABLE TO ALL ONLINE SERVICES**

1. Bank Agreements. In addition to this Agreement, you and the Bank agree to be bound by and comply with such other written requirements as we may furnish you in connection with the Online Services or any services or products that can be accessed through Online Banking, including, but not limited to, the Bank's *Deposit Agreement* and any other agreements applicable to each of your Accounts, end user license agreements, and with all applicable Florida and Federal laws and regulations. Your use of ANY of the Online Services is your acknowledgment that you have received the applicable terms and conditions or terms of use and this Agreement and intend to be bound thereby. To the extent there is a conflict between the terms of this Agreement and the other applicable account agreements with us, or any end user license agreements provided in conjunction with your use of the Software, the terms of your account agreement, or any End User License Agreement, as the case may be, will control except as may be otherwise stated herein. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed within the applicable Service, otherwise the Bank's applicable *Disclosure & Schedule of Fees* will apply. We will automatically deduct any fees related to the Online Services from your Primary Account each month.
2. Changes and Modifications. The Bank may amend this Agreement and / or modify any of the Online Services terms and conditions / terms of use, from time to time by sending you written notice by electronic mail or by regular mail or by posting the updated terms on our website. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. If you find the Agreement unacceptable

to you at any time, please discontinue your use of the Online Service or the Online Banking. Your use of the Online Services after we have made such changes available will be considered your agreement to the change.

3. Technical Requirements. Your hardware and software must meet the following minimum requirements:

- Desktop Browser
  - Latest version of Internet Explorer, Mozilla Firefox, Apple® Safari, and Google® Chrome with 128-bit encryption
- Mobile/Tablet
  - Latest version of Safari on iOS or Android on Chrome
- Operating System
  - Windows® 7 and higher or Mac® OS 10.9 +
- Internet
  - 56 kbps modem or better
- Disc Space
  - 50 MB's or higher
- PDF Requirements
  - Latest version of Adobe ® Reader® is required to access, download, and save documents.

In order to access and retain Communications, you must have:

- An Internet browser that supports 128-bit encryption, such as Netscape Navigator version 4.7 or above or Internet Explorer version 5.0 or above.
- An e-mail account and e-mail software capable of reading and responding to your e-mail.
- A personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- A printer that is capable of printing from your browser and e-mail software

4. No Unlawful or Prohibited Use. As a condition of using any of the Service(s), you warrant to us that you will not use the Service(s) for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service(s) in any manner that could damage, disable, overburden, or impair the Service(s) or interfere with any other party's use and enjoyment of the Service(s). You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service(s). You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

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

6. Schedule of Fees. There are many Online Services for which we do not charge a fee. There may, however, be a charge in connection with your use of some of the features available through Online Banking (e.g., if you request a stop payment of a check, MyMoney Transfer, Wire Transfer, etc.). Where charges are applicable, either they will be listed in the Bank's applicable *Disclosure & Schedule of Fees* or you will be disclosed the applicable fee within the actual Online Service to be used. You agree to pay such charges and authorize us to deduct the calculated amount from the Account(s) for these fees and any additional charges that may be incurred by you. We reserve the right at any time to change, add or modify any fees and charges and will notify you when we do so.

7. Linked Accounts. All Online CNB Accounts will be linked by the Tax Identification Numbers of the persons or business authorized to access such account. The Online CNB Accounts will appear together without regard to the ownership of such accounts. For example, if an Authorized User of an Online CNB Account accesses the Service, that Authorized User will be able to view and access at a single time any accounts for which the person is a co-owner or authorized signer.
8. Records. Our records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive. Your account statement, furnished to you by the Bank either on a monthly or quarterly basis depending on the type of Account, will remain the official record of your Account or its activity. Account information provided to you through the Online Services, including Mobile Banking, is not an official record.
9. Term and Termination.
  - a. Term. This Agreement will become effective on upon the establishment of any of the Online Services and shall remain in full force and effect until termination in accordance with the following provisions.
  - b. Termination. We may terminate or suspend this Agreement, or terminate, suspend or limit your use of Online Banking or any of the Online Services, in whole or in part, at any time and for any reason without prior notice including, without limitation, your failure to access the services for a period of 180 days or longer.
  - c. Upon any termination, you shall immediately discontinue use of Online Banking or any of the Online Services. Any suspension or termination shall not affect your liabilities or obligations under this Agreement or any other Bank agreement or any transactions initiated prior to suspension or termination.
  - d. To terminate this Agreement, you must notify the Bank and provide your name, address, the Online Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Pay Service will be assessed at the end of your statement cycle if applicable. You may notify the Bank as provided for in the section of this Agreement titled *Errors, Disputes, and Questions*.
  - e. Any payment(s) the Bill Pay Service or any other applicable Service has already processed before the effective date of any termination will be completed by said Service. All Scheduled Payments including recurring payments on any of the Services will not be processed once Online Banking is cancelled.
10. Links to Third Party Sites. The Bank's website may contain links to other websites ("Linked Sites"). Such Linked Sites are provided solely as a convenience to you. The Bank does not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that the Bank, its affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and makes no representations or warranties regarding the Linked Sites or your use of them.
11. Third Party Products or Services. Online Banking, Mobile Banking, and the CNB Mobile App may contain links to third party products or services ("Third Party Product or Service") that are not affiliated with the Bank. Accessing any Third Party Product or Service is at your own risk and subject to the terms, conditions, and privacy policies of the respective third party. The Bank expressly disclaims any liability for information, materials, products, or services provided by any Third Party Product or Service. No warranty, express or implied, is made by the Bank regarding the reliability, accuracy, or suitability of any Third Party Product or Service. Links to Third Party Products or Services are provided solely for your convenience and do not constitute an endorsement, sponsorship, or guarantee by the Bank. You are responsible for evaluating the security and privacy features of any Third Party Product or Service, which may differ from those of the Bank.



12. Assignment. You may not assign this Agreement to any other party. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior consent. This Agreement shall apply to each party's heirs, successors, and assigns, as applicable. We may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.
13. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically. In the absence of electronic delivery, the notice provision in the *Deposit Agreement* shall apply to this Agreement.
14. Disclosure of Information. It is our general policy to treat your account information as confidential. We will only disclose information to third parties about your account or transfers you make ONLY under the following circumstances:
  - a. Where it is necessary for the provision of the Online Services and for completing transactions;
  - b. In connection with the investigation of any claim you initiate;
  - c. In order to verify the existence and condition of your account for a third party, such as a credit bureau or Payee;
  - d. In order to comply with a government or court orders or other legal process, or other regulatory reporting requirements;
  - e. If you give us your permission;
  - f. To the Bank affiliated companies;
  - g. As may be permitted by any other agreement between you and the Bank; and
  - h. As may be permitted by law or regulation.
15. 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.
16. Disputes. In the event of a dispute arising under or relating in any way to this Agreement or to the Online Services, you and we agree to resolve the dispute by looking to the terms of this Agreement and the *Deposit Agreement*. You agree that this Agreement and the *Deposit Agreement*, are the complete and exclusive statement of agreement between you and the Bank and they supersede any proposal or prior agreement, oral or written, and any other communications between you and the Bank relating to the subject matter of this Agreement.
17. Governing Law / Venue. This Agreement is governed by the laws of the State of Florida and applicable federal law, without regard to its conflict of laws provisions. In the event that either party commences legal action seeking monetary, declaratory, or injunctive relief with respect to enforcement, interpretation, or violation of this Agreement, the parties agree that any such action may be commenced only in a court of competent subject-matter jurisdiction in Miami-Dade County, Florida. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
18. WAIVER OF TRIAL BY JURY. IF NOT SPECIFICALLY ADDRESSED WITH THE APPLICABLE SECTION OF THIS AGREEMENT, THE PARTIES IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT AND TO PERFORM HEREUNDER.
19. Waiver. The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by a Bank authorized representative. No delay or omission on the

part of the Bank 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.

20. Severability. If any term or provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable in any jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining terms and provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.
21. Privacy Policy. Keeping your financial information secure and confidential is one of CNB's most important responsibilities. The Online Services are provided to consumers under the terms of CNB's Privacy Policy provided to you at the time of account opening and annually thereafter. Our Privacy Policy is available at <http://www.citynationalcm.com/home/privacy>.
22. Cut-off Times. Cut-off times for each Online Service is summarized below, for any Business Day (in Eastern Time), or transaction type must be received by the Bank before:
- 1:00 PM for MyMoney Transfers with Standard Delivery Transfer
  - 8:00 PM for MyMoney Transfers with Premium Delivery Transfer
  - 7:00 PM for Bill Pay
  - 5:00 PM for Mobile Deposits
  - 5:00 PM for Wire Transfer
  - 8:00 PM for Internal Transfers
  - 8:00 PM for payments to a CNB loan account

Online Services or transactions received after the Cut-Off time will be processed the next Business Day. All Cut-Off Times referenced in this Agreement reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of such Cut-Off Time to eliminate the possibility of missing the Cut-Off.

23. Entire Agreement. The terms and conditions, the terms of use, and this Agreement represent the sole and exclusive agreement between you and CNB regarding the Online Services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof. CNB may assign the Service, including these Terms of Use in whole or in part; however, you may not assign or transfer these Terms of Use. Should any term or condition be in conflict between these Terms of Use and any document incorporated herein by reference into these Terms of Use, the Terms of Use shall control.
24. Permissible Loan(s) linked to Your Profile. To the extent you instruct the Bank to link a Permissible Loan and elect the option to Draw/Advance, then you agree and acknowledge that any draws made under such Permissible Loan(s) through Online Banking or CNB Mobile App shall be your responsibility, and shall be governed by the terms and conditions of this Agreement. Further, you acknowledge that any such draw/advance shall be your responsibility and shall be deemed valid amounts outstanding under the Permissible Loan, including but not limited to any such credit advances and finance charges, together with all costs and expenses for which you are responsible under the applicable credit facility.
25. You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement

are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions.

26. Survival. The provisions of paragraphs 1, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 22, 23, 24, and 25 of this section shall survive termination of this Agreement or termination of your access to the Services.

***PLEASE PRINT A COPY OF THE ONLINE SERVICES TERMS & CONDITIONS FOR YOUR RECORDS USING YOUR INTERNET BROWSER SOFTWARE.***