

**MONET BANK**  
**ONLINE ACCESS AGREEMENT**  
**Effective January 6, 2026**

**1. Introduction.**

This Online Access Agreement ("**Agreement**") governs certain banking, specifically online banking services from Monet Bank (f/k/a Beal Bank; d/b/a Beal Bank) for any personal checking, savings, money market or CD account(s) (each an "**Account**" and collectively, "**Account(s)**") which are described in this Agreement and which may be referred to individually as a "**Service**", collectively, as the "**Services**" or as "**Online Banking**." This Agreement, along with any other documents or schedules we give you pertaining to your Account, including the Deposit Account Agreement, constitute the entire agreement that establishes the rules that control your Account(s) with us. Please read this Agreement carefully and retain it for future reference. If you open or continue to use the Account, or by accessing and using one of these Services, or by permitting another person to access and use one of the Services, you agree to the terms and conditions of this Agreement. We are here to answer any questions you may have about this Agreement or about your Account(s). Please feel free to call us at 1-888-222-3902 or email us at [info@monet.bank](mailto:info@monet.bank).

Not all products and services are offered at all locations. Monet Bank or its affiliates' Service(s) available through the site, are subject to the applicable agreement, including but not limited to the Deposit Account Agreement that you and Monet Bank agree to at the time of registration for the service. All products and services of Monet Bank are subject to the terms and conditions of the applicable Agreements governing their use.

In this Agreement, "you," "your," "Account Holder" or "customer" refers to the person who opens an Account and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Account. Monet Bank may also be referred to as "Monet," "Bank," "we," "our," the "Bank," and "us." "Party" refers to either you, your agent under any Power of Attorney, or Monet, as the case may be, and "Parties" refers collectively to both you, your agent(s) under any Power of Attorney, and Monet. By providing your electronic signature this Agreement or accessing your account through this online platform, you agree to the terms set forth in the Agreement, as amended from time to time. This Agreement will be binding on your personal representatives, authorized agents, executors, administrators, and successors, and on our successors and assigns. You agree that we may, in our sole discretion, waive any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or later, on a one-time basis or for any period, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we need not provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

**2. Access to Online Banking Services.**

To enroll in and access Online Banking, you must have access to a computer (including all related hardware and software) and the Internet (which requires an Internet service provider, a web browser, and the ability to receive electronic mail ("email") at an active email account), which are together referred to as your "Personal Computer". By accepting this Agreement, you are confirming that you have a Personal Computer which satisfies the Bank's minimum hardware and software requirements described in the Bank's Agreement to Receive

**Disclosures by Electronic Delivery.** From time to time, we may offer services or features that require that your Internet browser be configured in a particular way or to have certain features, plug-ins, or add-ons, such as JavaScript support and "cookies".

You may access Online Banking only at the Bank's website. You may not access Online Banking through third-party financial management software.

### **3. Hours of Operations and Business Days.**

For the purposes of this Agreement, our "**Business Days**" are Monday through Friday, 8 a.m. to 4 p.m. Central Time. Saturdays, Sundays, and federal holidays are not included. You may access Online Banking 24 hours a day, seven (7) days a week, at the Bank's website. However, availability of the Services may be suspended for purposes of maintenance, updating, and revising the software.

All Online Banking transaction requests received after 4:00 p.m. Central Time on Business Days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next Business Day. You may contact our Client Services team at 1-888-222-3902 between 8:00 a.m. and 5:00 p.m. Central Time on Business Days.

### **4. Available Online Banking Services.**

Online Banking allows you to perform certain banking functions and to obtain certain account information about your Online Accounts with your Personal Computer. The following Services are currently available:

a. **Access to Online Information.** You may obtain access to certain information ("**Online Information**") about your Online Accounts, including the account balances, the available balance, and recent transactions. Your account balance may include unavailable funds. The available balance consists of funds that are readily available for withdrawal. Please note the following:

- i. Online Information may not reflect transactions that have not yet been completed or settled. For example, if you have written a check on your money market account and the check has not cleared, then the amount of the check will be included in the balances shown, even though you have already spent those funds.
- ii. Online Information cannot be downloaded or exported to other programs.
- iii. The Bank will not be liable for any damages which arise because you are unable to access Online Information, because the Online Information is not accurate, or because you rely on the Online Information.

b. **Transfers Between Online Accounts.** You may use Online Banking to transfer funds between certain Online Accounts for which the Service is available. Please note the following:

- i. You may make one-time transfers or schedule future or recurring transfers. You may transfer funds among your savings accounts and money market accounts, and you may make certain transfers to, but not from, a certificate of deposit.

- ii. The Bank in its sole discretion will designate from time to time: (1) the specific types of Online Accounts to which and from which transfers can be made, and (2) the types of transfers which may be made. You may call our Client Services team at 1-888-222-3902 to learn the types of Online Accounts for which this Service is available.
- iii. If you request a transfer to be effective immediately and we receive the request on a Business Day before 4:00 p.m. Central Time (the "Cutoff Time"), your request will be processed when the Bank receives it. If we receive a request on a Business Day after the Cutoff Time or on a day that is not a Business Day, your request will be processed on the next Business Day.
- iv. If you do not have sufficient available funds in your Online Account at the time a requested transfer is scheduled to be made, the Bank has no obligation to complete the requested transfer and the Bank has no obligation to notify you that the scheduled transfer will not be made. The Bank will not hold the transfer and complete it when you have sufficient funds in the account. You must make another request that the transfer be made.
- v. The Bank will not necessarily receive a transfer request when you transmit the request. Your Personal Computer may prevent or interrupt our receipt of your transfer request. You should not assume that a transfer request has been received by the Bank unless you receive an electronic confirmation from us.
- vi. If you wish to cancel a scheduled transfer, you must request cancellation of the transfer before 4:00 p.m. Central Time on the Business Day on which the transfer is scheduled to be made. The Bank will have no liability for failure to stop a transfer if it does not receive a request for cancellation and have a reasonable opportunity to act on the request.
- vii. You represent that you have the authority to authorize transfers to the recipient bank account. You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, gambling debts or payments otherwise prohibited by law.
- viii. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as for a legal guardianship or pursuant to a power of attorney. From time to time, the Bank may engage with or authorize third party providers who may in turn provide additional offerings, service, access, or make other features available to you in the Service. The foregoing limitation does not apply to those third-party software providers that the Bank has permitted to access the Services. The Bank may revoke the access provided to these third-party software or app providers without notice.
- ix. We reserve the right to restrict, suspend, or terminate your use of the Service if we believe, in our sole discretion, that you are using the Service for illegal or other purposes or purposes that expose Monet Bank or its affiliates to risk or liability, or we believe, in our sole discretion, that you have otherwise violated the terms and conditions of using this Service. Your Account Agreement may impose other restrictions or fees for transfers.
- x. The Bank may impose other limitations as to the dollar amount or frequency of transfers for security purposes. We may determine other eligibility criteria

in our sole discretion.  
xi. Electronic transfer limits to external accounts:

**Per Transaction External Transfer Limit: \$5,000.00\*\***  
**Daily External Transfer Limit: \$10,000.00\*\***  
**Monthly External Transfer Limit: \$20,000.00\*\***  
**\*\*No external electronic transfers within the first ninety (90) days of account opening. Other methods of withdrawal are available.**

c. **Online Statements.** You may use Online Banking to view online periodic statements for those types of your Online Accounts for which this Service is available. You must have a printer in order to print and retain a copy of a periodic account statement. Not all of the Services may be available for or applicable to all types of accounts in the Bank. The Bank in its sole discretion will determine the specific types of accounts for which each Service is available and the terms under which each Service is made available to each type of account. The Bank may, from time to time, change the types of accounts for which any Service is made available. From time to time, the Bank may add Services, remove Services, or otherwise change the terms or features of any of the Services. When the Bank changes any Service, the Bank may make available online terms for that Service, and the new or changed online terms for that Service will become part of this Agreement.

## 5. Secure Electronic Messaging (including, electronic mail).

You may use Online Banking to send and receive secure messaging to and from the Bank. In order to send secure messages, you must access Online Banking at the Bank's website.

***NOTE: Email transmissions outside of the Online Banking website are not secure. We advise you not to send us or ask for sensitive information such as your User ID, your Password, account numbers, or other confidential information via any general or public email system. If you wish to contact us electronically, please use the secure messaging provided in our Online Banking site. Use secure messaging to message the Bank regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the Bank regarding other concerns of a confidential nature.***

The Bank may not immediately receive messages that you send. Do not rely only via message if you need to communicate with the Bank immediately. For example, if you need to stop payment on a check, to report unauthorized use of your User ID or Password, or to report an unauthorized transaction, use the contact information provided in Section 9 below or on the Bank's website. The Bank will not take actions based on your message requests until the Bank actually receives the message and has a reasonable opportunity to act.

## 6. Privacy.

We take your privacy seriously. If you have any questions regarding privacy, please read our Privacy Policies located at <https://www.monet.bank/privacy-policy>. This site is hosted in the United States. In your use of this site or Service, you may transfer certain personal information to the United States. To the extent permitted by applicable law, your use of the site or Service shall constitute your consent to the transfer of personal information to the United States and the applicability of United States law.

## 7. Security.

You will gain access to Online Banking through the use of: (1) your Personal Computer, (2) the identification code you select for your connection to the Service (your "User ID") and (3) the code you select during the initial sign-on or after the initial sign-on, that establishes your connection to the Service (your "Password"). You will not be able to access Online Banking without your User ID and your Password. From time to time the Bank may require you to select a different User ID or Password and may change the types of security techniques used to access Online Banking. You specifically agree that use of your User ID and Password will authenticate your identity and verify the instructions you provide to us.

You are responsible for keeping your User ID, Password, and information about your Online Accounts confidential and secure from unauthorized use or access. You should memorize your User ID and Password rather than writing them down. You specifically agree as follows:

- You agree to reveal your User ID and Password only to persons who are authorized signers on each and every Online Account.
- You agree to instruct each person to whom you reveal your User ID and Password not to disclose your User ID and Password to any unauthorized person.
- You agree to review promptly each periodic statement that you receive from the Bank in order to detect any unauthorized transactions.
- You agree that if you permit any other person to use Online Banking, your User ID, your Password, or other means to access your Online Accounts, you are responsible for all transactions the other person authorizes on any of these accounts and for all online agreements the other person signs or accepts while using Online Banking.
- You agree that the Bank is not liable for unauthorized transfers made with your User ID and Password before you have notified us of the possible unauthorized use and we have had a reasonable opportunity to act on the notice.

For your protection and to preserve confidentiality, you should sign off after every Online Banking session and close your Internet browser.

Monet Bank is not responsible for, and you release Monet Bank from, any and all claims or damages resulting from, or related to, any computer virus, unauthorized access or other problems associated with using the Service, your mobile device, e-mails, text messages, or the Internet. You understand that failure to comply with Monet Bank's requirements regarding mobile device hardware, software and other requirements may result in you being unable to generate a sufficient item (defined below) image to complete a mobile deposit. In addition to other limitations on Monet Bank's liability contained elsewhere in this Addendum or in the Agreement, you understand, acknowledge and agree that Monet Bank is not responsible for any loss or damages resulting from any errors or failures of your mobile device or data processing systems, including, but not limited to, any mobile device virus or malware attach (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to your data, or any mobile device network problems that may be associated with your access and use of the Service.

## **8. Out-of-Band Authentication Terms of Use.**

For additional security, if you log in from a new computer or location, you may be asked to validate your information through a one-time security code via a phone call or SMS (text) message. This process will help protect your information.

Your wireless carrier's standard messaging rates apply to SMS correspondence. We do not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier. You represent that you are the owner or authorized user of the wireless device you use to receive the service, and that you are authorized to approve the applicable charges. We will send you a message only once, and only with your explicit agreement as indicated by your continuation of the process flow. We will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis.

Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve the service. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.

The service as well as the content and materials received through the service are proprietary to us and our licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the service or its functionality.

The service is available only in the United States. We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the service to you if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the service at any time.

## **9. Reporting Unauthorized Transactions or Disclosure of Your User ID or Password.**

If you believe that your User ID and/or Password are subject to unauthorized use or that an unauthorized transaction may be or has been made from any Online Account, telephone the Bank **immediately** at 1-888-222-3902 between the hours of 8:00 a.m. to 5:00 p.m. Central Time on any Business Day.

If you are unable to call, you may also write or email the Bank at:

Monet Bank  
Attn: Client Services  
6000 Legacy Drive Plano, Texas 75024  
[info@monet.bank](mailto:info@monet.bank)

You agree to take any reasonable actions requested by the Bank to prevent unauthorized transactions to any of your Online Accounts, including changing your User ID and Password.

## **10. Linked Accounts.**

All accounts with the Bank that you enroll in a Service will be linked by the tax identification

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numbers of the persons authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an Authorized Representative of an Entity with an Online Account accesses the Service, that Authorized Representative will be able to view and access at a single time the following accounts:

- the Online Accounts of the Entity for which that individual is an Authorized Representative;
- the Online Accounts of any other Entity for which that individual is an Authorized Representative; and
- any consumer accounts for which the individual is a party or authorized signer.

## **11. Your Liability for Consumer Accounts.**

You are responsible for all transfers you initiate or authorize using Online Banking. If you disclose your User ID or Password to any person, allow any person to obtain your User ID or Password, or permit any person to use Online Banking, you will have authorized that person to access your Online Accounts and you are responsible for any transactions that person initiates or authorizes from your Online Accounts and any agreements or disclosures that person accepts or acknowledges electronically through Online Banking.

**You must notify the Bank at once if you believe any of your Online Accounts have been accessed or your User ID and/or Password have been used without your authorization. Contacting the Bank immediately by telephone is the best way of minimizing your possible losses. For any Online Account that is a consumer account, you could lose all the money that is in your account if you fail to timely notify the Bank of errors or unauthorized use of your account and as further set forth in Section VI.H. of the Deposit Account Agreement.**

## **12. Our Liability for Consumer Accounts.**

In no event shall the Bank be liable to you for failure to provide access to your Online Accounts through Online Banking. The Bank's liability in connection with any Online Account is as set forth in Section VI.F. of the Deposit Account Agreement and as set forth herein.

The Bank will not be liable under certain circumstances, including the following:

- If through no fault of the Bank, you do not have sufficient available funds in your Online Account to make the transfer.
- If there is a hold on your Online Account, or if access to your Online Account is blocked, in accordance with Bank policy.
- If your funds are subject to a court order, legal proceeding or other encumbrance restricting the transfer.
- If your transfer authorization terminates by operation of law.
- If your Online Account is frozen because of a dispute about ownership.
- If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
- If you have not properly followed the instructions provided in connection with your Personal Computer, if your Personal Computer fails to meet the minimum hardware and software requirements described in the Bank's Agreement to Receive Disclosures by Electronic Delivery needed to access and use Online Banking, or if your Personal Computer fails or malfunctions.
- If your Personal Computer or Online Banking was not working properly and you knew about this problem when you attempted to authorize a transfer.
- If you have not followed the Bank's instructions in this Agreement on how to make a transfer.

- If we have not received complete, correct, or current instructions or information from you or a third party involving the account or transfer.
- If the Bank stops the transfer because we have a reasonable basis for believing that unauthorized or fraudulent use of your User ID, Password, or Online Account has occurred or may be occurring.
- If circumstances beyond the Bank's control prevents the transfer despite reasonable precautions that the Bank has taken. Such circumstances include, without limitation, conflicts with state or federal regulation, acts of civil or military authority, national emergency, insurrection, war, riots, labor difficulties, natural disasters, weather conditions, equipment failure or malfunction, material shortage, or failure or malfunction of power, communication, or transportation.
- If the Bank's failure was not intentional and resulted from bona fide error, notwithstanding its procedures to avoid such error, except for actual damages, which, to the extent permitted by applicable law, do not include indirect, incidental, consequential, special, exemplary, or punitive damages, including attorneys' fees and lost profits, even if advised of the possibility of such damages.
- There may be other exceptions to the Bank's liability as stated in this Agreement and your Account Agreements and as provided by applicable law.

### **13. Third-Party Software and Third-Party Content.**

From time to time, we may offer third-party software tools and products that you may elect to install on your computer (collectively "**Third-Party Software**"). You are responsible for obtaining a valid and separate license agreement with the provider of the Third-Party Software. From time to time, we may also offer information, commentary, and tools supplied by companies that are not affiliated with us ("**Third Party Content**"). All of the Third-Party Content in Online Banking is labeled as such, and may be available either in a frame, via a hyperlink, or simply posted to Online Banking. We do not own any interest in Third-Party Content. We do not edit, review, or endorse any Third-Party Content. You agree and understand that:

- You assume all risk that any Third-Party Software you download and install, or any information you enter into the Third-Party Software, may be accessed by unauthorized third parties; and
- If you use the Third-Party Software to transmit information, you and the Third-Party Software provider are responsible for the security and confidentiality of that information.
- You agree that any Third-Party Software that you download is done at your own risk and you alone are responsible for any damage that might occur to the computer or other electronic device to which you download any Third-Party Software, or any loss or corruption of data that might occur as a result of the downloading or its installation in a computer or other electronic device.
- You also agree that you are solely responsible for acquiring and maintaining a computer or other electronic device that has capabilities of handling and accessing the Third-Party Software, including any necessary equipment such as a modem, and that you are responsible for all costs associated with accessing the Third-Party Software. You also agree that any Third-Party Software you download is provided to you "as is" and "as available" and any Third-Party Content you review or utilize is provided to you "as is." You agree that we make no warranties and have no liability as to:
  - the accuracy, completeness, availability or timeliness of the information, text, graphics, or other items provided, stored, evaluated, or processed through the Third-Party Software or Third-Party Content;
  - the errors or omissions in the delivery or transmission of the Third-Party Software or Third-Party Content from us to you; and

- the Third-Party Software's or Third-Party Content's fitness for a particular purpose and non-infringement of any third-party rights.

You also agree that we will not be liable to you for:

- your inability to use the Third-Party Software;
- the accuracy, timeliness, loss or corruption, or mis-delivery, of any Online Account information or any other information processed by the Third-Party Software; or
- unauthorized access to your Online Accounts or to your account information and any misappropriation, or alteration, of your account information or data as a result of your installation or use of the Third-Party Software.

#### **14. Linked Sites.**

Monet Bank may provide you links to websites maintained by third parties. Monet Bank does not control such third parties and does not operate, control, or endorse in any respect any information, products, or services on such third-party websites. Your use of third-party content or purchase of third-party products or services is at your own risk. Links to non-Monet Bank websites do not imply any endorsement of or responsibility for the opinions, ideas, products, information, or services offered at such sites, or any representation regarding the content at such sites. If you choose to link to a website not controlled by Monet Bank, Monet Bank makes no warranties, either express or implied, concerning the content of such site, including the accuracy, completeness, reliability, or suitability thereof for any particular purpose, nor does Monet Bank warrant that such site or content is free from any claims of copyright, trademark, or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination.

#### **15. Third Parties.**

We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Microsoft (Microsoft Internet Explorer browser) or Mozilla (Mozilla Firefox browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special, or consequential damages resulting from your access to or failure to access Online Banking.

#### **16. Copyrights and Other Intellectual Property.**

Except where otherwise expressly noted, all contents of the Services, including the graphics, icons, and overall appearance of the Services, are the sole and exclusive property of Monet Bank, its subsidiaries or affiliates, or third parties Monet Bank utilizes to provide any portion of the Services. Certain of Monet Bank's trademarks and/or service marks are also included in the Services. The posting of the contents of the Services neither constitutes a waiver of any of Monet Bank's proprietary rights nor any other party's proprietary rights, including but not limited to, copyrights, trademarks, service marks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to the Services user or to any third party. Contents of the Services are protected by United States and international copyright laws, both as individual works and as a collection and by United States and international trademark laws. You agree not to delete any copyright, trademark, or similar notice from any contents you obtain from the Services.

The display of third-party trademarks within the Services does not grant you a license of any kind. Any downloading of contents of the Services or any other service linked to the Services may be a violation of federal trademark and copyright laws. Monet Bank and you acknowledge and agree that, in the event of any third-party claim that the Services or your possession or

use of the Services infringes that third party's intellectual property rights, Monet Bank and its third-party service providers are solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

### **17. Virus Protection.**

The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your Personal Computer using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

### **18. General Terms and Conditions.**

In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the Account Agreements applicable to each of your Online Accounts. Your use of the Online Banking Services is your acknowledgment that you have received these Account Agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in the Account Agreements.

### **19. Changes to this Agreement.**

The Bank may change this Agreement and modify the terms and conditions applicable to the Services from time to time. For changes which affect you adversely, such as increases in fees, restrictions on transfers, or increased liability to you, we will notify you prior to the change as required by law. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. Rules governing changes in interest rates are provided separately. Notice of changes may be given pursuant to Section 20 below. If the Bank, in Bank's sole discretion, deems immediate action necessary to maintain or restore the security of Online Banking or your Online Accounts, then Bank may make changes to this Agreement immediately and without notice to you.

### **20. Notices.**

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date, and payee.

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you either by U.S. Postal Service mail or electronically. If we choose to provide the notice to you by U.S. Postal Service mail, we may mail it separately or with other information to any address on our records for you. Written notice we give you is effective when it is deposited in the United States mail with proper postage and addressed to your mailing address we have on file. If we choose to provide the notice electronically, we may send the notice either to one or more of the email addresses we have for you in our records or through Online Banking so that you receive the notice when you access Online Banking or when you select a Service to use. Notice to any of you is notice to all of you.

You agree to make sure that the contact information we have for you is always current and accurate. This includes, but is not limited to, your name, address, telephone numbers and

email addresses.

## **21. No Warranty.**

THE INFORMATION AND MATERIALS CONTAINED IN THIS SITE (INCLUDING, BUT NOT LIMITED TO, ALL TEXT, GRAPHICS, LINKS, FUNCTIONALITY, AND OTHER MATERIALS AND ITEMS) ARE PROVIDED "AS IS." MONET BANK DOES NOT WARRANT THE ACCURACY, ADEQUACY, TIMELINESS, OR COMPLETENESS OF THIS INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESS, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, FITNESS FOR ANY PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN IN CONJUNCTION WITH THE INFORMATION AND MATERIALS. NOR WILL MONET BANK BE LIABLE FOR ANY OTHER PROBLEMS EXPERIENCED BY THE USER DUE TO CAUSES BEYOND MONET BANK'S CONTROL. NO LICENSE TO THE USER IS IMPLIED IN THESE DISCLAIMERS.

Access to the site for your Account may from time to time be unavailable, delayed, limited, or slowed due to, among other things: hardware or software failure, overload of system capabilities, loss of utilities, and/or any other cause outside the control of Monet Bank. The

Bank is not responsible for any computer virus or related problems that may be associated with your use of or access to this Site.

## **22. Indemnification.**

You agree, at your expense, to defend (if requested by us, in our sole discretion), indemnify, hold harmless, and protect and fully compensate Monet Bank, its affiliates, and their respective officers, directors, employees, consultants, contractors, agents, advisors, distributors, partners, licensors, representatives and third-party providers (collectively, "**Indemnified Parties**" and each an "**Indemnified Party**") from any and all claims, liability, damages (including consequential damages), losses (including regulatory fines, fees and penalties), expenses and costs (including attorneys' fees) caused by or arising from, or otherwise incurred in connection with: (a) a third-party claim, action or allegation of infringement based on your use of Online Banking, or information, data, files or other content you submitted or uploaded; (b) any fraud, manipulation, or violation of law by you or on your behalf; (c) a breach of this Agreement by you; (d) your acts or omissions (or acts or omissions attributable to you or on your behalf), including, but not limited to, acts and omissions constituting ordinary negligence; or (e) any third-party claim, action or allegation brought against Monet Bank arising out of or relating to a dispute between its users over the terms and conditions of a contract or related to the purchase and sale of any Services. For the avoidance of doubt, if you are a business entity, your obligations hereunder shall extend to indemnification based on the acts and omissions of your officers, directors, employees, contractors, consultants, agents, and representatives.

## **23. Limitation of Liability.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BANK SHALL NOT BE LIABLE TO YOU, ANY THIRD PARTY CLAIMING THROUGH YOU, OR OTHERS FOR ANY DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE TERMS, THE SITE, OR THE SERVICES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE, EVEN IF YOU OR THE BANK HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THE TERMS, THE BANK AND OR ITS AFFILIATES SHOULD HAVE ANY LIABILITY TO YOU ARISING OUT OF OR RELATED TO THE TERMS, THE SITE, OR THE SERVICES, YOU AGREE SUCH LIABILITY FOR ANY AND ALL CLAIMS SHALL NOT EXCEED TEN DOLLARS (\$10.00) PER USER IN THE AGGREGATE.

**EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NEITHER THE BANK, ITS SERVICE PROVIDERS, NOR THEIR RESPECTIVE AFFILIATES SHALL BE LIABLE TO YOU OR ANY OTHER PERSON UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING ATTORNEYS' FEES AND LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT ARISE IN ANY WAY OUT OF YOUR**

## **USE OF ONLINE BANKING OR THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER OR SOFTWARE.**

### **24. Governing Law.**

All disputes arising from or related to your Account or this Agreement shall be governed by applicable federal law, and the substantive laws of the State of Texas (without regard to its conflict of laws principles) as the Bank is located in Plano, Texas, and that is where your Account was opened and is maintained. Governing state law may be supplemented as necessary by federal law. The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here.

### **25. Copyrights and Trademarks.**

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### **26. Assignment.**

We may assign this Agreement to our parent corporation or to any now-existing or future direct or indirect subsidiary of our parent corporation or another Bank entity; or to any existing or future direct or indirect subsidiary of the Bank; or to any of our existing or future affiliates. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties. You may not assign this Agreement or your rights to use or access the Services to any other party.

### **27. Changes or Amendment.**

We may change, suspend, or discontinue the Services described in this Agreement, or any of their features or the applicable fees and charges, in our sole discretion and at any time. Any changes may result in the addition of new charges or terms. If we make changes, you will be notified if required by applicable law. Unless otherwise indicated, when you use the Services after the effective date of the revised terms, you accept the terms.

## **28. Area of Service.**

Unless otherwise agreed by us, the Services described in this Agreement are offered to citizens and legal residents of the United States of America.

## **29. Severability.**

If any part of this Agreement is void or unenforceable, all remaining terms shall remain valid and enforceable.

## **30. Headings.**

The headings of the Sections of this Agreement are for reference only and do not affect the interpretation of this Agreement.

## **31. Interpretation.**

The provisions of the various Agreement documents will, to the extent possible, be interpreted so as to supplement each other and avoid any conflicts between them. However, in the event of a conflict among the Agreement documents, the documents will have the following order of precedence, unless and only to the extent expressly provided to the contrary elsewhere: (i) Deposit Account Agreement; (ii) Schedules to the Account Agreement; (iii) Other Schedules to the Account Agreement; and (iv) this Online Access Agreement.

## **32. Non-Waiver.**

We shall not be deemed to have waived any of our rights or remedies unless such waiver is in writing and signed by us. No delay or failure on our part to exercise any right or remedy shall be a waiver of that or any other right or remedy. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies in the future.

**33. Entire Agreement.** This Online Access Agreement, along with any other documents or schedules we give you pertaining to your Account, including, but not limited to, the Deposit Account Agreement, constitute the entire agreement that governs your Account(s) with us.

## **34. Third Party Beneficiaries.**

Notwithstanding anything to the contrary contained in this Agreement, the Services may be delivered to, and relied upon, by one or more of the Bank's affiliates and such affiliates shall be third-party beneficiaries of this Agreement.

## **35. Termination.**

We may terminate this Agreement at any point without notice to you. Your rights under this Agreement will cease without notice if you fail to comply with any of its terms. In such a case, we may immediately stop your access to the Service.

## **36. Equitable Relief.**

You acknowledges and agree that a breach or threatened breach by you of any of your obligations of this Agreement would cause us irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, we will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

**37. Surviving Terms.** The terms which by their nature are intended to survive termination or expiration of the Agreement shall survive any such termination or expiration.