

This agreement governs your use of online and/or mobile banking. Unless otherwise noted, each section below applies regardless of whether you are using the Services to access your Accounts.

Before using any of the Services, please read this Agreement. You accept this Agreement by using the Services. If you do not accept these terms, or any subsequent changes to them, you may not use the Services. You may withdraw your consent to this agreement at any time by calling us at (866) 649-5015; however, this will result in the loss of your online account access. This Agreement governs your use of any information, content, products, services, transactions, and other features available through the Online Banking Website ("Banno" or "Banno Business"). All of these Terms and Conditions apply to your use of the Services on the Online Banking Site. Please refer to the disclosures provided to you at account opening for any additional Terms and Conditions that may apply to the Services provided through the Online Banking Site and to your accounts with the River Region Community Federal Credit Union (the "Credit Union").

SECURITY

You agree to keep your Customer Number, username, password, and any other security or access information (collectively, "Access Information") confidential to prevent unauthorized access to your account(s) and to prevent unauthorized use of the Services. We recommend that you memorize your Access Information and do not write it down. You agree not to give or make available your Access Information to any unauthorized individual.

If you believe the security of your password or any other Access Information has been compromised in any way you must notify us immediately. This includes when your password has been lost or stolen; someone has attempted to use the Services under your Customer Number without your consent; your account has been accessed, or someone has transferred money from your account without your permission. (See Section titled "Your Responsibilities And Liabilities" below.)

We reserve the right to deny you access to any accounts or to the Services, or to deny the processing of transactions, to maintain or restore security or performance of the Online Banking Site or any other Credit Union Sites and systems. We may do so if we reasonably believe in our sole discretion your Access Information has been or may be obtained (or is being used or may be used) by an unauthorized person. We may try to notify you in advance but cannot guarantee we will do so.

Access to and use of the Online Banking Site is subject to applicable federal, state and local laws and regulations. Unauthorized use of the Online Banking Site is prohibited. Violators can be prosecuted under applicable law.

ELECTRONIC COMMUNICATIONS

You agree that all electronic communications that we receive on the Online Banking Site or otherwise in connection with the Services such as those directing us to take an action with respect to your account, will be deemed valid, authentic, and binding obligations. These communications will be given the same legal effect as your written and signed paper communications and shall be considered a "writing" or "in writing." They also shall be deemed to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

You agree that electronic copies of communications are valid. You will not contest the validity or enforceability of such communications or any related transactions under the provisions of any applicable law (absent proof of altered data or tampering). This includes laws requiring certain agreements be in writing or signed by the party to be bound. Electronic copies of communications shall be admissible as evidence in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in paper form.

To the maximum extent permitted by law, you agree to indemnify, defend, and hold harmless the Credit Union and our respective affiliates, directors, officers, employees and agents from claims, losses, expenses, liability, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, caused by or arising out of any Services rendered by the Credit Union pursuant to or in accordance with any electronic communications.

You agree to receive all servicing and transactional communications from the Credit Union, including emails, text messages, security alerts, push notifications, and any Optional Communications (discussed below), at any time during the day or night regardless of the method of delivery. You are also agreeing that we will not be liable for damages or other liability for the time of day any communications are sent or received.

(i) Email. You agree to receive all transactional email communications from the Credit Union that are related to your use of the Services or to your account(s). This includes automatic security alerts and any optional alerts that you may receive (discussed below). You consent to any inadvertent disclosures that may occur as a result of us sending communications to your email address.

Email is not a secure method of communication. So, we recommend that you do NOT use email to send confidential or personal information or initiate transactions on your accounts. We also recommend that you not send confidential or personal information in text messages. We will not respond to or act upon text messages received from you, unless in connection with a specific program or instructions provided to you. We recommend that for account transactions or confidential questions you use the appropriate functions available through Online Banking or contact us at (866) 649-5015, or visit a local branch.

(ii) Security Alerts and Optional Communications (including Text Messages). Online Banking offers optional alerts and communications about certain accounts and account transactions. You have the option of receiving additional alerts or communications regarding certain other Online Banking and account activity, to include payment due alerts, delivered by email, push notification, text message or voice ("Optional Communications"). You may be asked to select from options when you sign up for the Optional Communications. By signing up to receive any Optional Communications, you consent to delivery of such messages in the format selected to the contact points you identify. If you provide us with a mobile device number for Optional Communications, you expressly agree to receive prerecorded messages and/or text messages at that number from us, including with the use of an autodialer. If you wish to cancel or modify these messages, please sign into Online Banking to make those changes.

In addition, online banking offers a two-factor authentication log-in security feature. You consent to the delivery of these messages in the format selected to the contact points you identify. If you provide us with a mobile device number for two-factor authentication messages, you expressly agree to receive pre-recorded messages and/or text messages at that number from us, including with the use of an autodialer.

You are responsible for notifying us of any changes to your email, mobile device, and telephone contacts.

FUND TRANSFERS

(i) General. You may use the Service to transfer funds between your eligible Credit Union accounts ("Internal Transfer"). Your ability to transfer funds from certain accounts may be limited by federal law or by the terms listed under the respective Account Agreement. We reserve the right to impose a frequency or dollar limit on transfers, or to refuse to make any transfer. We are obligated to notify you promptly if we decide to refuse to complete your transfer instruction; but that notification is not required if you attempt to make transfers that are prohibited under this Agreement, any Account Agreements, or federal or state law.

(ii) External Fund Transfers. The External Funds Transfer service allows you to transfer funds between your linked personal deposit accounts at the Credit Union and deposit accounts at other financial institutions. An "inbound transfer" moves funds from an account at another financial institution to a Credit Union account. An "outbound transfer" moves funds from a Credit Union account to an account at another

financial institution. You will need to register each of your non-Credit Union accounts that you wish to use for these transfers. You agree that you will only register accounts for which you are an owner or authorized signer with the authority to transfer funds.

Daily and monthly dollar amount limits apply to the total of all transfers for all accounts linked to the user profile. This amount is reflected in the External Transfer Screen in Online Banking. We may change your transfer limits at any time. External Transfers services may be revoked without notice upon occurrence of a disqualifying event, including:

- Any of your accounts with the Credit Union are not current or are not in good standing;
- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Credit Union account during the current or three prior calendar months;
- You have had any prior transfers to or from a non-Credit Union account canceled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen account, or other similar reason; or
- Your online banking log-in credentials have been compromised or other account abuse has been identified on your accounts with the Credit Union.

MOBILE REMOTE DEPOSIT AGREEMENT AND CONDITIONS

The remote deposit capture services ("Mobile Deposit" or "Services") are designed to allow you to make deposits to your checking, money market checking or savings accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to River Region Community Federal Credit Union ("Credit Union", "We" or "Us").

The device must:

- 1) capture an image of the front and back of each check to be deposited in accordance with the Procedures (below);
- 2) Must read and capture the magnetic ink character recognition ("MICR") line on each check;
- 3) Must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment.

(i) Hardware and Software requirements. You must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time.

The Credit Union is not responsible for any third-party software you may need to use the Services. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements.

Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through the Service. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third-party software provider at the time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images

and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

(ii) Eligibility. In order to be eligible for remote deposit capture services, you must:

- Be 19 years of age or older (15-18 qualify with a Teen Account).
- Account must be open 35 days.
- No bankruptcies, levies, or garnishments on the account.
- No account with a negative activity for more than 32 days.
- No returned check activity or other activity in the account that may indicate account abuse or fraud.

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

Limits are determined by the services you utilize with the Credit Union.

Tier 1 - Checking Account Only or Teen Account holder: 5 checks per day with a daily limit of \$100/10 checks per month with \$500 monthly limit

Tier 2 - Direct Deposit or Loan: 5 checks per day with a daily limit of \$1,000/20 checks per month with \$2,000 monthly limit

Tier 3 - Direct Deposit and Loan: 10 checks per day with a daily limit of \$3,000/20 checks per month with \$10,000 monthly limit

Tier 4 - Direct Deposit and Loan & Average Balances Exceeding \$10,000: 10 checks per day with a daily limit of \$5,000/20 checks per month with \$20,000 monthly limit

Contact us for current qualification requirements.

(iv) When checks will post. The cutoffs are as follows: We will run two batches per day. The first cut off is at 10:00 a.m. This will include any checks deposited from after 3:00 p.m. from the previous day through 10:00 a.m. on the current day. These checks will be credited to the account by 10:30 a.m. The second cut off is at 3:00 p.m. This will cover any deposits made from 10:00 a.m. until 3:00 p.m. on that day and will be credited to the account by 3:30 on the same day.

(v) Fees and Charges. The Credit Union offers the benefits and convenience of the Services to you free but reserves the right to charge fees for the Services in the future.

Mobile carrier text and data charges may apply. Consult with your mobile service provider.

(vi) Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as: "FOR MOBILE DEPOSIT ONLY, RRCFCU, account # ____" or as otherwise instructed by the Credit Union.

You agree to follow any and all other procedures and instructions for use of the Services as River Region Community Federal Credit Union may establish from time to time. Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

For a check payable to you and any joint owner(s) of your River Region Community Federal Credit Union account, the check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such check into a River Region Community Federal Credit Union account jointly owned by all such payees.

If the check is payable to you or your joint owner, either of you can endorse it.

If the check is made payable to you and any non-joint owner, you may not deposit the check into your River Region Community Federal Credit Union account using the Services.

(vii) Check requirements (including image quality). The image of an item transmitted to the Credit Union using the Services must be legible and contain images of the front and back of the Check.

The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image:

- 1) The amount of the Check (both written and numeric);
- 2) The payee;
- 3) The signature of the drawer (maker);
- 4) The date;
- 5) The Check number;
- 6) The information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line;
- 7) And all other information placed on the Check prior to the time of an image of the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the Check).

(viii) Rejection of deposits. After we receive Check images and all other required deposit information from you through the Service, we shall provisionally credit your designated account for the total amount of such Checks. The provisional credit is subject to final payment of the Checks and is also subject to your Membership Account Agreement.

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

River Region Community Federal Credit Union is not liable for any service or late charges that may be imposed against you due to the credit union's rejection of any Check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned.

You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection.

If we reject a Check for remote deposit, you must physically deposit the original Check.

(x) Unpaid checks. Should you fail to produce the original check, you authorize us to deduct that amount from your account.

You are solely responsible for verifying that Checks that you deposit by using the Service have been received and accepted for deposit by the Credit Union. The credit union will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you.

In the event that River Region Community Federal Credit Union credits your account for a Check that is subsequently dishonored and returned, you authorize the Credit Union to debit the amount of such Check, plus any associated fees, from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the credit union in our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned.

You understand and agree that since the original Check is your property, it will not be returned and River Region Community Federal Credit Union may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account.

You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check. You may not use the Service to deposit a substitute check and you may not deposit the original Check through the Service or in any other manner if you receive a dishonored Check.

You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

(xi) Duty to report errors. River Region Community Federal Credit Union will provide you with periodic statements that will identify the deposits that you make through the Service. In addition, you may access the Credit Union's Online Banking service for information about your deposits, return items, deposit adjustments, Checks and other transactions on your accounts.

You agree that it is your responsibility to review all such information that the Credit Union makes available to you in a timely manner to verify that deposits made through the Service have been received and accepted by the Credit Union and are accurate.

Receipt of a Check by River Region Community Federal Credit Union through the Service does not constitute an acknowledgement by the Credit Union that the Check is error-free or that we will be liable for the Check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Membership Account Agreement.

You may notify us by writing to River Region Community Federal Credit Union, 3124 W. Edgewood Dr., Jefferson City, MO 65109 or telephoning us at 866-649-5015. You agree to cooperate in any investigation by River Region Community Federal Credit Union of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify River Region Community Federal Credit Union of any error, omission or other discrepancy in accordance with this Agreement and your Membership Account Agreement shall relieve the Credit Union of any liability for such error, omission or discrepancy.

(xii) Availability of service/Contingency. In the event you are unable to capture, balance, process, produce or transmit a file to the Credit Union, or otherwise comply with the terms or the Procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest River Region Community Federal Union location. The deposit of original checks at an office of the Credit Union shall be governed

by the terms and conditions of the Membership Account Agreement and not by the terms of this Agreement.

(xiii) Storage, security and destruction/disposal of the checks. After you receive confirmation that we have received an image, you must securely store the original Check for 14 days after transmission to us and make the original Check accessible to us at our request.

Upon our request from time to time, you will deliver to us within 2 Business Days, at your expense, the requested original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account.

Promptly after the 14-day retention period expires, you must destroy the original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original Check, the image will be the sole evidence of the original Check.

You agree that you will never re-present the original Check.

You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

(xiv) Presenting checks more than once. Once you have used the Service to deposit a Check you agree not to present, or allow anyone else to present, that original Check or a substitute check of that original Check again for deposit through the Service or by any other means.

If you or anyone else present a Check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold River Region Community Federal Credit Union harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check.

You agree that we may debit from your River Region Community Federal Credit Union account the aggregate amount of any Checks that that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with River Region Community Federal Credit Union in our sole discretion.

Should you be found in violation of this requirement, you understand that your Remote deposit services may be revoked.

(xv) Your Authentication method. You agree that we are entitled to act upon instructions we receive with respect to the Service under your user ID, password, test key or other code or authentication method that we require (these components are referred to herein collectively as your "Authentication Method").

You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method.

You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Membership Account Agreement and this Agreement.

You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential.

You agree to indemnify and release us from any and all liability and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us

using your Authentication Method. By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through the Service. Any requests or instructions we receive from you through the Service using your Authentication Method shall be considered “in writing” under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, checks deposited, check images, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method.

CHANGES IN SERVICES; INTERRUPTIONS IN SERVICE

We may at any time revise, update, discontinue or otherwise modify, temporarily or permanently, the Services in whole or in part (including, without limitation, the Online Banking Site, this Agreement, the scope of the Services, and any materials related to the Services), or your access to them. We will attempt to provide prior notice of any such material changes (for example, by posting a notice of such changes on the Online Banking Site when you sign in; sending a notice to you at the address shown on our records; or sending you a secure message). But, we can’t guarantee that such notice will be provided. We reserve the right to make any such changes effective immediately if necessary to maintain the security of the system or to comply with any laws or regulations.

Changes to the Services may render prior versions of the Services obsolete. We reserve the right to terminate this Agreement as to all prior versions of the Services and/or related materials and limit access to our more recent versions and updates.

You may choose to accept or decline changes by closing, continuing or discontinuing use of the Services to which these changes relate. When you use the Services after we make any changes you agree to such changes. We also reserve the option, in our sole discretion, to waive, reduce or reverse charges or fees in individual situations.

The Service is generally available 7 days a week, 24 hours a day. However, we may from time to time perform maintenance to the Services or experience hardware, software, or other problems related to the Services. This may result in interrupted service, delays or errors in the Services. We will try to provide prior notice of such interruptions, delays, or errors but cannot guarantee that such notice will be provided.

STATEMENT OF RECORD

Account information provided by the Services is not the statement of record. The periodic statement that is mailed to you will be the statement of record. If you have chosen to stop receiving paper statements, the periodic statement provided to you electronically will be the statement of record. You are responsible for reviewing any statement and other account communications sent to you by postal mail or electronically. Any mailed statement and other account communications will continue to contain important information about your accounts, regardless of whether you access your accounts through the Services or whether you have chosen to receive your statement electronically.

YOUR RESPONSIBILITIES AND LIABILITIES

It is your sole responsibility to ensure that the contact and other information in your online banking user profile is current and accurate. This includes, but is not limited to, your name, address, phone numbers, email addresses, and account numbers.

We are not responsible for any payment processing errors or fees incurred by you if you do not provide accurate account or contact information.

INDEMNIFICATION

You agree that you are personally responsible for your conduct while using the Services. You agree to indemnify, defend, and hold harmless the Credit Union and our affiliates, directors, officers, employees

and agents from claims, losses, expenses, liability, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, caused by or arising out of your use, misuse, or inability to use the Services. This includes any violation by you of these terms. This provision will survive the expiration or termination of this Agreement.

DIGITAL BANKING TERMS OF USE

Jack Henry & Associates, Inc. ("JH", "our", "we" or "us") is the primary service provider for this online banking platform and mobile device application (the "App") (collectively the "Service"). JH is not the provider of any financial services available to you through the Service, and JH is not responsible for any of the materials, information, or services made available to you through the Service.

By enrolling in or using the Service to access your account at your financial institution (the "Account"), you consent to these terms of use (the "Terms"), which are subject to periodic updates. The Terms are between JH and you, the end user. You agree that JH may notify you of any changes to the Terms through a communication or message through the Service, which will amend and replace the Terms upon your electronic acceptance.

If you are using the Service on behalf of a company or other organization, such company or organization will also be considered a party to the Terms, and you represent and warrant that you have the authority to bind such company or organization to the Terms.

THE TERMS CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 15 THAT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS YOUR CLASS ACTION RIGHTS AND THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM JH.

1. Account Information.

- a. **Source of Information.** At your request, the Service will retrieve information from your financial institution, including transaction-related information ("Account Information"). By submitting such information to the Service, you represent that you are entitled to control the Account and submit such Account Information to the Service.
- b. **Accuracy.** You are responsible for providing JH with accurate and updated (as necessary) account numbers, usernames, passwords, PINs, and other log-in related information ("Registration Information") so that the Service may access your Account Information. JH will not be liable for any typographical, keystroke, or other error made by you, including any error caused by "pre-filling" or automated entry done on your behalf on a device.
- c. **Confidentiality.** If you use the Service, you are responsible for (i) maintaining the confidentiality of your Account and Registration Information; and (ii) restricting access to your Account on your device. You agree to accept responsibility for all activities that occur under your Account or password.

2. Application of Privacy Laws.

- a. **Scope of the Service.** JH acts as a processor or service provider, as such terms are defined under applicable privacy laws, to your financial institution which is the controller of your personal information and is primarily responsible for handling requests related to your personal information. JH will cooperate with any privacy rights requests JH receives from your financial institution. If you use the Service to engage in transactions with other third parties, the privacy statement of any such third party will govern the use of your personal information by the third party. If you are a business subscriber of the Service, business-to-business exceptions in certain privacy laws may apply to your information.
- b. **Your Rights.** Under applicable privacy laws, you may have certain rights such as the right to access your personal information, to have your personal information deleted, and to opt-out of certain processing, sales, or sharing of personal information. Your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services, including such information that may be gathered through the Service, such as Account Information and Registration Information. Please see your financial institution's privacy policy if you wish to make any requests under these rights.
- c. **Telecommunication Providers.** The use of the Service involves the electronic transmission of personal financial information across the networks of your telecommunications provider, and such use is governed by its privacy and security practices. JH does not operate or control the

telecommunications networks used by you to access the Service. You are responsible for any fees assessed by your telecommunications provider during your use of the Service.

3. Rights you Grant to JH.

- a. **Your Data.** You grant JH a perpetual, irrevocable, non-exclusive, sublicensable, transferable, and royalty-free right to use, store, copy, and transmit (i) the data you submit to the Service, including passwords, Account Information, and Registration Information; and (ii) the data and information gathered and collected by JH through the Service about you, your device, system and application software, and peripherals, to provide the Service, facilitate the provision of software updates, product support, product enhancements, and other services (if any) related to the Service. JH may use this information, if it is anonymized, to enhance its offerings, improve its products, or develop new or additional services or technologies.
- b. **Chat Feature.** When using the Service, you may choose to use a chat feature to communicate with a support representative at your financial institution. These chat sessions are recorded, and the recordings may be used as described herein. **BY ACCESSING OR USING THE CHAT FEATURE IN THE SERVICE, YOU AFFIRMATIVELY CONSENT TO THE RECORDING OF THE CHAT SESSION AND TO THE POTENTIAL MONITORING AND REVIEWING OF THE CHAT SESSION BY JH AND ITS THIRD-PARTY VENDORS AND TO THE USE OF JH'S INTERNAL COOKIES FOR ANALYTICS ON THE CHAT FEATURE.** If enabled by your financial institution, the chat feature may be supported by artificial intelligence technology.
- c. **Third-party Sites.** When you use the "Add Accounts" feature of the Service to connect the Service to a third-party site or enable external transfers to or from the Service, your Account will be directly connected to your designated third-party site. JH will submit information, including usernames and passwords that you provide to log you into the third-party site. You authorize and permit JH to use and store the information submitted by you (such as account passwords and usernames) to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when JH is accessing and retrieving Account Information from the third-party sites, JH is acting on your behalf and not on behalf of the third party. Because you requested the connection to the third-party site and consented to share your personal information with such third-party, you agree that JH will have no liability for your use of the third-party sites or the Service.
- d. **Unauthorized access or use.** You will immediately notify your financial institution of any breach of security or unauthorized use of your Account. JH will not be liable for any losses or other damage caused by any unauthorized use of your Account. If JH becomes aware of unauthorized use of your Account, JH may disable your Account, and any access to data in your Account at any time, in our sole discretion.

4. Location-based Data, Telephone Information and Camera. You understand that when you enable and use any location-based feature, your geographic location and other device information is accessible by the Service. If you disable location-based services, features on the Service that use your location may not work until you re-enable location-based services. If you grant permission for the Service to access a camera, photos, media or other files on your device, you are agreeing to allow JH to use your information to fulfill your requested action, such as adding an image to a transaction, capturing images of a check that is being deposited, attaching a document to a chat in the chat feature, or adding a photograph to your profile.

5. Subscription.

- a. **JH's Rights.** You acknowledge and agree that JH is the owner of all right, title, and interest in the online and/or mobile technology solutions made available to you in the Service, including but not limited to any downloaded software and the computer programs contained in the Service, as well as any accompanying user documentation, and all subsequent copies, updates, or versions, regardless of the media or form in which they may exist. The Terms will govern any updates to the Service.
- b. **Your Rights.** Subject to the Terms, JH grants you a subscription to use the Service in accordance with the Terms and for the sole purpose of enabling you to use your financial institution's services made available via the Service. This is not a sale or license of the Service.

All rights not expressly granted to you by the Terms are reserved by JH. Nothing in the Terms will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Service from JH.

6. Subscription Restrictions.

- a. You will not: (i) modify, revise or create any derivative works of the Service; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Service; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Service; (iv) engage in any screen scraping or data mining of the Service; (v) identify JH or display any JH content or any portion of the Service on any site or app, without our permission; (vi) remove or alter any proprietary notices, legends, symbols, or labels in the Service, including, but not limited to, any trademark, logo, or copyright; (vii) use the Service in such a manner as to gain unauthorized entry or access to computer systems; (viii) use the Service in any way that would be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (ix) introduce viruses, spyware, malware, or other malicious code to the Service or interfere with the integrity or security of the Service or use any computer code, "robot," "bot," "spider," "scraper," or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy data or content found on the Service or accessed through the Service, without JH's prior written permission; or (x) use the Service for benchmarking purposes, use another Service user's account, or use the Service to develop any competing product or service.
- b. **Compliance with Applicable Laws.** You agree to use the Service in compliance with applicable laws and for your own personal use only, or, if you are a subscriber of the Service as a business or organization, only for your use on behalf of your business or organization for its internal business purposes.
- c. **Minimum Age Requirements.** If you are under the age of 13, as restricted by the Children's Online Privacy Protection Rule, or another such age as restricted by applicable law, you are not permitted to use the Service. If you authorize JH to grant your child 13 or over, or above such other age, to use or access the Service, you acknowledge and agree that the Terms, and any terms governing third-party integrations, will apply to your child. You further agree and accept full responsibility for your child's use of the Service, including any liability that he or she may incur in connection with their use of the Service.

7. **Service-related Alerts.** As a part of the Service, you consent to receive all legally required notifications via electronic means. You may withdraw your consent to receive future notices in electronic form. You have the option of adding a mobile telephone number to your Account. If you opt for Service-related alerts via SMS text alerts or telephone, you are certifying that you are the account holder for the mobile phone account or have the account holder's permission to use the mobile phone number for the Service. By use of the Service, you acknowledge that Service-related communications, alerts, or notifications may be sent by JH and received by you electronically, including, but not limited to, through email, mobile text messaging, or mobile push notifications, during any part of the day, including outside of normal business hours and between the hours of 9 p.m. and 8 a.m. local time. JH is not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or a third party in reliance on an alert. You agree that JH will have no liability related to electronic communications, alerts, or notifications that are sent or received through your use of the Service.

8. **Mobile Devices.** To use the App, you must have a mobile device with internet access and/or wireless cellular service that you are authorized to use and that is compatible with the App. The Service may not be available through all mobile service providers, and some smartphones and other wireless devices may not be supported. JH does not warrant that the Service will be compatible with your mobile device. The technical standards required to send and receive information, including SMS text capability and access to the internet, may vary among the types of mobile devices and telecommunications providers that support the Service, and may be updated from time to time by the providers. You understand and agree that the telecommunication providers may modify the supported mobile devices

and/or the technical standards at any time, without prior notice, and JH will not be liable to you for your failure to access or use the App due to any such modifications. You are solely responsible for satisfying these technical standards, maintaining the compatibility of the mobile device with the App, and compliance with all rules and regulations of your mobile service provider and the mobile app store from which you download the App.

a. Mobile Operating System Providers.

- i. Apple.** If you download the App from the Apple App Store, you acknowledge and agree that the agreement is solely between you and JH, not Apple, Inc. (“Apple”) and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the Apple Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by the Terms and any law applicable to JH as provider of the App. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the Terms and any law applicable to us as provider of the Service. You acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party’s intellectual property rights, JH, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms. You and JH acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of the Terms as relates to your license of the App and compliance with the terms and rules of the Apple App Store, and that, upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as relates to your license of the App against you as a third-party beneficiary.
- ii. Google Play Store.** If you download the App from the Google Play Store: (i) you acknowledge that the Terms are between you and JH only, and not with Google, Inc. (“Google”); (ii) your use of App must comply with Google’s then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the App; (iv) JH, and not Google, is solely responsible for the App; (v) Google has no obligation or liability to you with respect to the App or the Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Terms as it relates to the App.

9. Suspension; Termination; Effect of Termination.

- a. JH may suspend your subscription to use the Service at any time for any reason, including as may be required by applicable law, any potential security threat, or fraud. Upon suspension, you will no longer have access to the Service.
- b. This subscription may be terminated at any time by you or JH. You may elect to terminate the subscription by contacting your financial institution. If you violate any of your obligations under the Terms, your permission to use the Service automatically terminates. Upon termination, you will (i) no longer have access to the Service; and (ii) destroy all copies of your Account Information, Registration Information, and any information obtained from the Service.

- 10. Translation.** JH is not responsible for translating the Terms or any information contained within the Service to any other language. Translations of the Service and the Terms that may be provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language. To the extent the Service is available in a language other than the English language, JH is not responsible for any third-party translating services whatsoever including, but not limited to,

the accuracy of the translation, translations which are not stylistically satisfactory, translations which involve the use of an artificial intelligence service, or your understanding of the translated content or financial loss resulting therefrom. A sworn translator does not certify translations of the Terms.

11. **Links to Third-Party Sites.** The Service may contain hyperlinks to websites operated by parties other than JH or its affiliates. Such hyperlinks are provided for your reference only. JH does not control such websites and is not responsible for their content. If JH posts hyperlinks to other websites, this does not mean that JH endorses the material on such websites or associate us with their operators. Your access to and use of such websites, including information, material, products, and services on such website, is solely at your own risk.
12. **Disclaimer of Warranty.** THE SERVICE AND THE APP ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE OR THE APP WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE OR THE APP WILL BE UNINTERRUPTED OR ERROR FREE. YOUR USE OF THE SERVICE, THE APP AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES; THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
13. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL JH BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, JH'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR THE APP WILL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
14. **Analytics.** To assist JH in maintaining and improving the Service, JH uses multiple analytics and logging platforms to gather information about your usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use. This information will help JH improve the performance of the Service for you.
15. **Dispute Resolution.** You agree that: (i) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Service, the App, or the Terms will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (ii) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) The arbitration will be held at the AAA regional office nearest to you; (iv) The arbitrator's decision will be controlled by the terms and conditions of the Terms; (v) The arbitrator will apply Missouri law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (vi) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator will not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) The arbitrator will not have the power to award punitive damages against any party; (viii) If the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, JH retains the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, JH retains the right to pay as

much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. **You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.**

16. **Miscellaneous.** The Terms constitute the entire agreement between you and JH concerning the subject matter hereof. The Terms will be governed by and construed in accordance with the laws of the State of Missouri, excluding that body of laws pertaining to conflict of laws. If any provision or portion of the Terms is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. Failure by JH to insist upon strict enforcement of any provision of the Terms will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the App, or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such extent, the subject provisions will not apply to you. The Terms and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly waived and excluded.