

Internet Banking Agreement & Disclosure

ANSTAFF BANK e-Sign Consent Consumer Online Banking Agreement and Disclosures And Anstaff*Mobile Addendum

E-SIGN CONSENT

THIS E-SIGN CONSENT CONTAINS IMPORTANT INFORMATION THAT YOU ARE ENTITLED TO RECEIVE BEFORE YOU CONSENT TO ELECTRONIC DELIVERY OF THE CONSUMER ONLINE BANKING AGREEMENT AND DISCLOSURES AND ANSTAFF* MOBILE ADDENDUM. Please read this E-SIGN Consent carefully and print or retain a copy for your records.

Electronic Signature Terms and Consent. By clicking the "I Agree" button below, you consent:

- To the electronic delivery and receipt of information relating to your account(s) with us that you access using Online Banking Services ("Online Service"), including the **Consumer Online Banking Agreement and Disclosures** or other agreements related to the Services, such as the Terms and Conditions of the Bill Payment Service, amendments to such agreements, privacy disclosures, including any annual privacy notice, notices, reports, documents and any other communications and disclosures that we provide, and/or are required by applicable law or regulation to provide to you in writing, including the initial and other disclosures under the Electronic Funds Transfer Act, during the course of your account relationships with us (but this consent does not apply to your monthly periodic statements) ("Legal Disclosures");
- And agree that you are able to electronically access this E-SIGN Consent and the **Consumer Online Banking Agreement and Disclosures** below and are satisfied that you meet the hardware and software requirements listed below;
- That you have printed this E-SIGN Consent and the **Consumer Online Banking Agreement and Disclosures** at your discretion; and
- That you are authorized to consent to all of these matters on behalf of all of the persons with access to your accounts.

We reserve the right to furnish to you, and the right to require you to furnish to us, writings or paper copies of information, communications, and/or Legal Disclosures relating to the Online Service, in lieu of or in addition to electronic records at any time in our discretion.

Right of Consumers to Decline and/or Withdraw Consent For Electronic Disclosures. You may choose not to consent. If you do not electronically consent by clicking "I Agree" below, or if you click the "I DO NOT AGREE" button below, you are indicating that you do not consent. If you do not consent, you will not be permitted to use any Online or Mobile Services.

You have the right to withdraw your consent to receive Legal Disclosures electronically at any time and these may be accessed through Anstaff Bank's website. To withdraw your consent contact us in the manner provided in the following paragraph:

Withdrawing Consent and Receiving Paper Copies. If you withdraw your consent to receive electronic Legal Disclosures you also terminate your right to use the Online Service. You may also request and receive a paper copy of the Legal Disclosures. If you wish to withdraw your consent, request a paper copy of the Legal Disclosures, or make changes as to how we may contact you electronically (that is, to your e-mail address for receiving Legal Disclosures), please contact us as follows:

- By calling us at **800-445-5745, ask for the Customer Service Department**
- By writing us at **Anstaff Bank, Attn: Customer Service Department, PO Box 1900, Green Forest, AR 72638**
- By sending e-mail communication addressed to **info.3@anstaffbank.com**

Changing Your E-mail Address; Location and Delivery of Disclosures. We may make electronic Legal Disclosures and other electronic Online Service information available to you by posting them on our website, by including them in a statement, or by transmitting them to you at the e-mail address you have provided to us for that purpose. You must promptly notify us if your e-mail address changes, by contacting us in writing at the address printed above or by telephone, or email as outlined above, or using Internet Banking under the profile tab. You cannot update your information through the website.

Hardware and Software Requirements. In order to access the Online Service and access and retain the Legal Disclosures and the other electronic service information you must have:

1) A Computer with Compatible Operating Systems:

- Microsoft® Windows
- Mac OS X

- 2) An Internet connection
- 3) A compatible Printer
- 4) Adobe Reader - Version 10 or newer
- 5) A Web browser that supports DHTML and JavaScript:

- Microsoft® Windows Operating System
- Microsoft Internet Explorer
- Google Chrome
- Opera
- MAC OS X Operating System
- Mozilla Firefox
- Apple Safari

This Consent Does Not Apply to Account Statements. Your consent applies to all communications from us relating to your accounts with us and remains in effect until you withdraw your consent; provided that this consent does not apply to electronic delivery of your account statements ("e-Statements") unless you elect to receive your statements electronically by separately registering for e-Statements.

CONSUMER ONLINE BANKING AGREEMENT AND DISCLOSURES (Banking fees and limits apply to all Online and Mobile Banking Services)

1) Coverage. This Agreement applies to your use of our Online Banking Service ("Online Service"), which permits you to access your accounts with us via the Internet for services selected by you and agreed upon by us. This Agreement applies to all persons that are parties to the accounts. In this Agreement, the terms "you" and "your" refer to each depositor on an account accessible by the Online Service, and the terms "us," "we," "Bank" and "our" refer to Anstaff Bank.

2) Enrollment. To establish the Online Service you will receive temporary Login Credentials from the Bank. The accounts that will be available on the Online Service are all accounts on which you are an owner or signer, unless we determine that one or more of your accounts are not eligible for the Online Service. The specific functions available to you are identified in paragraph 8 of this Agreement. By clicking "I Agree" at the bottom of this Agreement you agree to the terms of this Agreement. Additional information relating to the Online Service is included in the How-To section located on the website.

3) Your Responsibility. You are responsible for selecting all systems, hardware and your Online Service provider and for any defect, malfunction or interruption in service or security due to hardware failure, your choice of Online Service provider and systems and computer services.

THE ONLINE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SERVICE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT THE ONLINE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO WE MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE ONLINE SERVICE, EXCEPT WHEN WE ARE REQUIRED TO DO SO BY LAW. WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE ONLINE SERVICE, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

4) Login Credentials. We will issue to you and then you are required to modify one or more personal Access ID code, passwords or other access codes to access services using the Online Service. These Login Credentials have the same effect as your signature authorizing transactions. You agree to safely keep the Login Credentials, not to record the Login Credentials or otherwise disclose or make the Login Credentials available to anyone other than authorized users of your accounts. Anyone to whom you disclose your Login Credentials and anyone who has access to your Login Credentials will have full access to the services you can perform pursuant to the Online Service, including full access to your accounts. You have no ability to limit any such person's authority. If anyone uses your Login Credentials with your permission, you will be responsible for any transactions performed by that person. We require you to change your password upon first use in order to protect the security and privacy of your financial information. In addition, we highly recommend that you change your password at a minimum of every 90 days and you will not be automatically prompted to do so. We encourage you to use a different Online Service password from passwords you use for other websites. **Make your password easy to remember but difficult to guess.**

We encourage you to follow the rules below when creating your Access ID and Password:

- Create complex credentials (include case sensitive alphanumeric and special characters: # @ \$ % & *)
- Do not include a word that can be found in any dictionary, including a foreign dictionary.
- Do not include your spouse's, child's or pet's name as these may be easy to guess.
- Do not include sports or team names – these may also be easy to guess.
- Do not use sequential numbers or letters (for example: 123456 or abcdefg).

- **NEVER SHARE YOUR PASSWORDS WITH ANYONE, including joint account holders.** Each account holder is entitled to their own unique Access ID and Password.
- Create an acronym using words from a song, poem, book, etc. Take the first character from each word and place a numeric and special character anywhere in the password. For example:

"Roses Are Red, Violets Are Blue" could easily become **RARVAB\$9** Or **1RAR&VAB1**

IMPORTANT: Keep in mind that no one should call, email, text message, write or ask for your password. No Bank employee will ever request you to share your Password!

5) Customer Liability. Tell us at once if you believe your Login Credentials have been lost, stolen or otherwise become available to an unauthorized person. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your Login Credentials, you can lose no more than \$50 if someone used your Login Credentials without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Login Credentials, and we can prove that we could have stopped someone from using your Login Credentials without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days of the date we make a periodic statement available to you, you may not get any money you lost after the 60 days if we show that we could have stopped someone from taking the money if you would have told us in time.

6) Contact in Event of Unauthorized Transfer. If you believe your Login Credentials have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call **800-445-5745** or write: **ANSTAFF BANK, ATTN: CUSTOMER SERVICE DEPARTMENT, PO BOX 1900, 100 First National Avenue, Green Forest, AR 72638.**

7) Business Days. Our business days are Monday through Friday except federal holidays. We can process a fund transfer or bill payment on the same business day as your instructions, if we receive your instructions before our Online Service cut-off hour of 6:00 p.m. CST for fund transfers between Bank accounts or 9:00 p.m. CST for bill payments on a business day. If we receive your instruction after the end of our business day, we process the transaction on our next business day. If you schedule a fund transfer or bill payment for a future date, we process the transaction after the close of business on that date, if that day is a business day. If it is an internal bank transfer, it will transfer on the next business day. If you are using CheckFree or the Bill Payment Service and the date you request for a future transfer or payment is not a business day or is a holiday, we will move the payment date to the previous business day. If you schedule a recurring funds transfer or bill payment and the payment date does not exist in a month, the payment will be processed on the last business day of that month.

8) Functions. Using your Login Credentials and the Online Service you may be able to perform the functions described below:

- View account information including transaction history and check/deposit images.
- Transfer funds among your deposit accounts.
- Make payments out of deposit accounts to your loan accounts.
- View electronic statements on certain deposit accounts.
- Make bill payments using our e*Bill-Pay service (additional fees may apply) if you also agree to the "Terms and Conditions of the Bill Payment Service".
- Export transaction data, categorize transactions and generate spending reports.
- Edit security enrollment information and assign account nicknames.
- View How-To section of website for training and operational questions.

Anstaff Bank Alerts Terms and Conditions

Alerts. Your enrollment in Anstaff Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Anstaff Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Anstaff Bank reserves the right to terminate its alerts service at any time without prior notice to you.

Methods of Delivery. We may provide alerts through one or more channels ("**endpoints**"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Anstaff Bank Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may

send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop alerts via text message, text **"STOP" to 41952 at anytime**. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Anstaff Bank Online Banking. For help with SMS text alerts, text "HELP" to **41952**. In case of questions please contact customer service at **800-445-5745**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Anstaff Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Anstaff Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Anstaff Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

Transfers

Subject to available funds and paragraph 12 of this Agreement, you may transfer funds through the Online Service in any amount provided that the terms of any particular account permit the transfer of funds from such account.

There are limits on the amount of money or gift card value you can send through our Bill Payment Service (a.k.a. CheckFree). This service is generally explained in further detail below. You may log in to the Bill Payment Service Site to view your individual transaction limits and fees disclosed by transaction type. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Eligible Transaction Account (as that term is defined in the Bill Payment Service agreement) is closed or otherwise unavailable to us. This payment method may include, but may not be limited to, an electronic or paper check payment. CheckFree may at their discretion apply holds to any payment pending further review.

For security reasons, there may be other limits on the number of transfers you can make using the Online Service. Contact Anstaff's Customer Service Department for details at 1-800-445-5745.

9) Additional Information about the CheckFree (or Bill Payment Service).

a. General. You can access the Bill Payment Service by agreeing to the Terms and Conditions of the Bill Payment Service (additional monthly fees may apply). If you have enrolled in our Bill Payment Service, you can pay bills either on an automatic recurring basis or periodically as you request. You must designate which of your accounts will be used for bill payments. Your use of the Bill Payment Service is conditioned on and limited by the Terms and Conditions of the Bill Payment Service. Limits, if any, on the amount or frequency of bill payments are described in paragraphs 8 and 12 and in the enrollment materials connected to the Bill Payment Service.

b. Inconsistencies. In the event of any inconsistency between the terms of this Agreement and the terms of use for any specific service like the Bill Payment Service, the Terms of Use for the specific service shall govern and prevail.

10) Canceling Funds Transfers. The following methods for canceling funds transfers apply to transfers not made through the Bill Payment Service.

a. Canceling an Order. You may cancel or change a scheduled funds transfer by selecting and accurately completing the appropriate fields from the applicable transfer menu, or by contacting the Bank. Any instruction to cancel or change a transfer must be received at least three (3) business day(s) before the day the transaction is to be processed. If we don't receive your complete and accurate instruction identifying a funds transfer prior to that time, we may process the transaction.

b. Preauthorized Transfers. If you tell us in advance to make a regular transfer at a regular time out of your account without further action by you (a preauthorized transfer), you can stop these transfers either by following the procedure in the preceding paragraph, calling us at **1-800-445-5745 writing us at Anstaff Bank, Attn: Customer Service Department, PO Box 1900, Green Forest, AR 72638**, or emailing us through the secure email on the website or **info.3@anstaffbank.com** in time for us to receive your request three (3) business days or more before the transfer is scheduled to be made. If you call or email, we may also require you to put your request in writing in a form approved by us and get the form to us within fourteen (14) days after you call or email. We will require that you tell us the exact amount of the debit, the next date the debit is to be made and the exact name of the payee. If you stop transfer of such a preauthorized transfer in accordance with the terms of this Agreement, we will stop the next debit and all subsequent preauthorized transfers to that payee, unless you specifically instruct us to cancel a specific debit to that payee. If you email us, please use our free Secure e-Mail service (found at www.anstaffbank.com) to communicate with us. Standard Internet e-Mail cannot guarantee confidentiality and should never be used to exchange sensitive or private information such as social security numbers, bank account numbers, financial statements, etc.

c. Liability for Failure to Stop a Preauthorized Transfer. If you order us to stop a preauthorized transfer three (3) business days or more before the transfer is scheduled, and the stop payment order is made according to the terms and conditions of the account and this Agreement, including the requirement that you give us the exact amount of the debit, the next date of the debit and the exact name of the payee, and we do not do so, we will be liable for your losses or damages proximately caused by our failure.

d. Charges for Stopping Payment. If you submit an oral or written stop payment request for a preauthorized transfer, we will charge you for each such stop payment order. The charge for stopping a transfer is identified in our current fee schedule. Contact us for a current listing of our fees. If you cancel or change any pending bill payment by completing the appropriate fields within the Bill Payment site, there will be no charge.

e. Our Rights. If we fail to cancel or stop any funds transfer, the transfer will stand unless you show us that transfer to the other payee was unenforceable. If we recredit your account after transferring funds over a valid and timely cancellation request, you agree to sign a statement describing the dispute with the other payee, to transfer to us all of your rights against the other payee, and to assist us in any legal action taken against that person or company.

11) Scheduling Payments and Overdrafts. When you schedule a funds transfer or bill payment using the Online Service, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your funds transfer or bill payment from your account on the date we process your instruction. Each instruction to us to withdraw or transfer from an account is an order to us to pay from that account at that time or on a later date, if any, indicated in the instruction. We may charge payments against the account even though the charge creates an overdraft, or we may refuse to make payments if the charge creates an overdraft. If you overdraw your account, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that account rather than this Agreement.

12) Limitations on Transfers and Payments. Under federal regulations, you may make no more than six (6) transfers and withdrawals to another of your accounts or to a third party by means of a preauthorized electronic fund transfer, telephone (or data transmission) transfer, including Online Service transactions, or check and draft, debit card or similar order to third parties per month or statement cycle from your savings or money market deposit account. Each fund transfer or bill payment through the Online Service, the Bill Payment Service from your savings or money market deposit account is counted as one of the six (6) limited transfers you are permitted each month (however, payments to your loan accounts with us are not counted toward this limit for savings and money market deposit accounts). Your Deposit Account Rules may include other restrictions and charges.

There are limits on the amount of money or gift card value you can send through our Bill Payment Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Bill Payment Service to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Eligible Transaction Account (as defined in the Bill Payment Service Terms and Conditions) is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.

13) Fees. We will charge you for the following Online Service fees, or Bill Payment Service fees:

- Fees disclosed within product for individual transactions and specific services or the fee schedule.

All other applicable fees, if any, are identified in our current fee schedule, and as it may be amended by us from time to time, and otherwise in accordance with our Deposit Account Rules. We may change these fees from time to time. We will notify you if we change these fees.

14) Periodic Statements. Your Online Service account activity will appear on your periodic account statement. If there are no transfers in a particular month, you will receive statements at least quarterly.

15) Our Liability and Limitations of Liability for Failure to Make Transfers. If you have given us all of the proper and timely instructions and have properly completed all fields to complete a transfer or bill payment, and we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, subject to the limitations contained in this Agreement and in any other agreement applicable to the service you are using, we will be liable for your losses or damages proximately caused by our failure. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, your account does not contain sufficient collected funds to make the transfer or payment.
- If the money in your account is subject to legal process or other encumbrances restricting the transfer or payment.
- If the transfer or payment would go over the credit limit on your overdraft credit plan, if any.
- If a transfer or payment system was not working properly and you knew about the breakdown when you started the transfer.
- If an act of God or circumstances beyond our control (such as fire or flood) prevent the transfer or use of Online Service despite reasonable precautions that we have taken.
- If incomplete or inaccurate information is forwarded to us by you or through an automated clearinghouse.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee of the fund transfer.
- If you have not properly followed the instructions for using the Online Service.
- If your operating system is not properly installed or functioning properly.

- For errors or failures from any malfunctions of your browser, Online Service provider, computer, computer virus or other problems relating to the computer equipment you use with the Online Service, including, without limitation, your inability to access the Online Service or any part of Online Service, including but not limited to the Bill Payment Service.
- For a failure to provide access or for interruptions in access to the Online Service due to and Online Service system failure.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, OUR SOLE RESPONSIBILITY FOR AN ERROR BY US OR OUR THIRD PARTY PROVIDER IN TRANSFERRING FUNDS OR PAYING A BILL WILL BE TO CORRECT THE ERROR AND PAY ANY PENALTIES AND ASSOCIATED LATE CHARGES TO THE PAYEE, UP TO THE MAXIMUM ALLOWED UNDER REG. E, BUT IN NO CASE WILL THE BANK BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR IN ANY WAY RELATED TO ONLINE SERVICE.

16) Account Information Disclosure.

The circumstances under which we may provide information about your accounts to third parties are summarized in our current privacy notice and Deposit Account Rules.

You agree that we may deliver our privacy notices and opt-out notices to you by making them available on our web site.

17) Access and Termination. Online Service is generally accessible 24 hours a day, 7 days a week, except it may be inaccessible for a reasonable period for system maintenance. Online Service access expires after six (6) months of inactivity. We may modify, suspend or terminate your privilege of using the Online Service and may withhold approval of any transaction, at any time, without prior notice to you or refund of fees you have paid. In the event we terminate the Online Service or any other service you are using, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. Termination shall not affect the rights and obligations of the parties for transactions made with the Online Service before we have had a reasonable time to respond to your termination request.

You must cancel all future funds transfers and bill payments, whether recurring or individual payments, when you terminate the Online Service or we may continue to process such payments.

18) Third Parties. You understand that support and services relating to the Online Service may be provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service.

19) Amendment. We may amend this Agreement at any time upon such notice as may be required by law. Notice will be sent to you at your current address in our files. Amendments will be effective upon the date indicated in the notice, if applicable.

20) General. This Agreement is intended to supplement and not to replace other agreements between you and us relating to your accounts, including, without limitation, our Deposit Account Rules. In the event of a conflict between this Agreement and any other account rules and agreements that apply to your accounts, this Agreement shall govern and prevail, subject to paragraph 9 of this Agreement. This Agreement is governed by the internal laws of the State of Arkansas.

In Case of Errors or Questions About Your Electronic Transfers

Telephone us at 1-800-445-5745 or write us at Anstaff Bank Attn: Customer Service Department, PO Box 1900, 100 First National Avenue, Green Forest, AR 72638 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

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

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

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

The ten (10) day periods in the preceding paragraph may be extended to twenty (20) business days, if the error involves a transfer to or from the account within thirty (30) days after the first deposit to the account was made.

If the error involves an electronic transfer from your account to buy goods or services direct from a merchant, a transfer initiated outside of the United States or a transfer that occurred within thirty (30) days after the first deposit to the account was made, the forty-five (45) day time period to investigate your complaint or question will be ninety (90) days in place of forty (45) days.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

TERMS OF SERVICE

GENERAL TERMS FOR EACH SERVICE

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and Anstaff Bank (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

3. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

4. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: PO Box 1900 Green Forest, AR 72638. We may also be reached at 800-445-5745 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

11. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

13. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

15. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

16. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is

no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

17. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

18. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

19. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

21. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

24. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

25. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

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

28. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

29. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. **BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.** **30. Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates

and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

31. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

32. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

33. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

34. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

35. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this

Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

1. Description of Service, Authorization and Processing.

a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

1. "Small Business Transfers Service" means functionality, to the extent made available by us, that enables a Business to transfer funds between Account(s) that the Business maintains with us on the one hand, and Account(s) that the Business maintains with other financial institutions, on the other hand. Businesses accessing the Service shall be classified as Small Business Transfers Service users. The Small Business Transfers Service is included in the definition of "Service".

2. "Instant Transfers" means functionality, to the extent made available by us, that uses Payment Networks designed to transfer funds on the same day or sooner between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. Instant Transfers are only available for financial institutions and applicable Accounts that enabled to send and receive such Instant Transfers. Not all financial institutions and/or Accounts are available to participate in Instant Transfers. Instant Transfers are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each financial institution, Payment Network availability, or other factors. Instant Transfers are included in the definition of "Service".

b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring

series of Transfer Instructions for which processing shall be initiated on the specified dates. Options (2) and (3) above are not available for Instant Transfers. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).

d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

f. Instant Transfers. The Instant Transfers feature allows for transfers to and from External Accounts that are enabled through a Payment Network designed to deliver transfers on the same day and potentially within minutes, although actual speed will vary, as described below. Instant Transfers are not instantaneous. Delivery speed may vary based upon the fraud, risk and other funds availability policy of the applicable External Account financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks or other financial institutions that may be involved in the transmission of a transfer. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Instant Transfers unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Transfer Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

2. Transfer Methods and Amounts. Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

3. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Service). Instant Transfers may not be cancelled as the Transfer Instructions will be processed immediately.

4. Stop Payment Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

5. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and

other optional services. Additional fees may apply for Instant Transfers and Businesses enrolled in the Small Business Transfers Service. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

6. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

7. Returned or Failed Transfers. In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

8. Your Liability for Unauthorized Transfers. This Section 8 (Your Liability for Unauthorized Transfers) applies only to the Small Business Transfers Service.

Federal Regulation E provides certain protections against loss resulting from unauthorized online banking or mobile banking transfers from your personal account, including bill payments or transfers to other accounts. These protections do not apply to business purpose Accounts, regardless of account ownership.

Section 16 (Your Liability for Unauthorized Transfers) of the General Terms shall not apply to the Small Business Transfers Service. Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Small Business Transfers Service in the manner set forth in Section 6 (Notices to Us Regarding the Service) of the General Terms above. You acknowledge and agree that time is of the essence in such situations. Tell us AT ONCE if you believe your user identification, password, or other means of accessing the Small Business Transfers Service have been stolen or used without your permission. You could lose all of the money in your Eligible Transaction Account, plus any credit available in any available overdraft protection plan. Also, if the periodic statement for your Eligible Transaction Account shows payments or other Small Business Transfers Service transactions that you did not make, tell us at once. **YOU ARE RESPONSIBLE FOR ALL PAYMENTS INITIATED USING YOUR USER IDENTIFICATION, PASSWORD, AND OTHER MEANS OF ACCESSING THE SMALL BUSINESS TRANSFERS SERVICE, REGARDLESS OF WHETHER YOU AUTHORIZED THEM OR IF THEY EXCEED THE LIMITS THAT YOU IMPOSED ON YOUR AUTHORIZED USER(S).**

9. Definitions

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable. For the Small Business Transfers Service, Accounts include business checking, money market or savings accounts.

"Business" means any person or entity other than a Consumer with an Eligible Transaction Account that utilizes the Service.

"Consumer" means a person (not a business or other entity) with an Eligible Transaction Account primarily for personal, family or household purposes.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.

MOBILE DEPOSIT (MD) SERVICES AGREEMENT (Online Banking fees and limits also apply to Mobile Banking Services)

Mobile Deposit (MD) is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us, Anstaff Bank (the "Bank") or our processor with your certified mobile device.

1. **Eligibility.** All Anstaff Bank customers that are enrolled in Online Banking or Mobile Banking, have an Anstaff Bank Checking, Savings, or Money Market account, and have the newest Anstaff Bank Mobile app for iPhone® or Android™ are eligible to use Anstaff Bank's Mobile Deposit Service.
2. **Fees.** The Anstaff Bank mobile app is free to download. Fees from your mobile or data carrier may apply. All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Account Agreement with the Bank and will be subject to all terms of the Account Agreement.
3. **Limits.** The Mobile Deposit limit is \$2500.00. If you attempt to initiate a deposit in excess of these limits, your deposit will not be accepted.
4. **Eligible items.** You agree to use MD to deposit personal checks, business checks, U.S. Treasury checks, any check payable in U.S. dollars with a MICR line and checks drawn on banks in the United States. You agree that you will not use MD to deposit:
 - a. Traveler's Checks
 - b. Savings Bonds
 - c. Foreign Checks
 - d. Cash
 - e. Stale dated checks, posted dated checks or non-negotiable items
 - f. Any item that has been re-deposited or returned or any item previously deposited
 - g. Checks payable to you and another party who is not a joint owner on the account.
 - h. Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
 - i. Checks that require an authorization number or code to be obtained by the bank.
5. **Requirements.** Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and "For Mobile Deposit Only to Anstaff Bank". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both 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 your joint owner, both of you must endorse the check.

6. **Original Checks.** After you receive confirmation that we have received an image, you must securely store the original check for 10 calendar days after the deposit post to the account. You must make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar 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 such 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 an 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.](#)

7. **Processing of Deposits.**
 - a) **Receipt of Deposit.** All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement. Once we approve a deposit, confirmation may be viewed in your deposit history in MD. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive. Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.
 - b) **Effectiveness of Deposit.** Any check deposited via Mobile Deposit Service will not be considered a deposit until its transmission through the Service is received at the Bank in a form that is complete, usable and in compliance with (i) the specifications set forth in the Documentation or prescribed by the Bank and (ii) the warranties, covenants and specifications set forth in this Agreement.
 - c) **Cutoff Times.** Customer acknowledges that Bank has specific processing deadlines. Transactions received after the deadline for a given day may not be transmitted to the Federal Reserve Bank for settlement until the following

business day. Transactions received after the deadline will be treated as if deposited the following banking day. The time that funds must be made available for withdrawal will be measured from the day the deposit is received. A business day is any day except Saturday, Sunday, and a legal holiday (standard Federal Reserve holiday schedule). A banking day is a business day on which the bank is open for substantially all its banking activities. Funds are generally available within two business days.

- d) Delayed Availability. To the extent permitted by applicable law, Bank reserves the right to delay the availability of funds for deposit without prior written notices to the Customer if, in its sole discretion, Bank deems itself at financial risk with respect to the Service. Bank reserves the right at any time to process Electronic Items on a collection basis. Bank, in its sole discretion, may require Customer to set aside money in a Reserve Account to ensure the Bank's recovery of any sums or liabilities owed to it by Customer. Customer grants Bank the right to withhold money from the Customer's Account and transfer it to the Reserve Account at the Bank's discretion and without notice.

The Bank will make deposited funds available to its customers in accordance with Regulation CC and the provisions of the Expedited Funds Availability Act. The Bank will adhere to the same day availability but reserves the right to delay funds by placing a case-by-case hold on deposits or invoking specific exception holds. As for any deposited item, a check could be returned for reasons such as a stop payment, improper endorsement, or non-sufficient funds, after being accepted by the Mobile Deposit service.

- e) Right to Reject Deposit. The Bank reserves the right to reject any deposit made using the Service for any reason, including the failure of the deposit or any items included in the deposit to conform to the requirements of this Agreement. The Bank's acceptance of a deposit does not constitute or imply any acknowledgement by the Bank that the deposit does conform in any respect to the requirements of this Agreement.

Any rejected deposit may be presented to any branch office

- f) Returned Items and Claims Regarding Items. If a Payor Financial Institution returns an item to Bank unpaid, the item may be returned to Customer as an Image Replacement Document or an Image Exchange Item, each as defined in the Check 21 Act. If a Payor Financial Institution or other third party makes a claim against Bank or seeks recredit with respect to an Electronic Item, Bank may provisionally freeze or hold aside a like amount in the Customer Account pending investigation and resolution of the claim.

- g) Retention of Images. Images transmitted to Bank through the Service will be maintained by Bank and made available for research by Customer as and for at least such period of time as is required by applicable law, regulation, rule or other regulatory requirements.

8. Your Warranties. You make the following warranties and representations with respect to each image:

- a) Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- b) The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- c) You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- d) There are no other duplicate images of the original check.
- e) The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- f) You are authorized to enforce and obtain payment of the original check.
- g) You have possession of the original check and no party will submit the original check for payment.

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

9. Compliance with Law. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.
10. Mobile Deposit Unavailability. Mobile Deposit may be unavailable temporarily from time to time due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches.
11. Mobile Deposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone and with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we

may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

12. **Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.
13. **Accountholder's Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Anstaff, Fiserv, Mobiliti, and hold harmless Anstaff, Fiserv, Mobiliti, its affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Anstaff, Fiserv, Mobiliti or End User's use of the Services, unless such claim directly results from an action or omission made by Anstaff, Fiserv, Mobiliti in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

14. **DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.
15. **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.
16. **Termination.** Anstaff Bank may terminate this agreement at any time with or without cause. This agreement shall be construed in accordance with and governed by the laws of the State of Arkansas.
17. **Financial Information.** You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking Services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

As outlined on Page 1 of this agreement, by clicking "I Accept" or by Downloading the Anstaff Bank Application, you agree to be bound by this Agreement and you acknowledge receipt of a copy or access to a copy whether electronic or requested by you in writing.