Online Banking Terms and Conditions

Online Banking Agreement

You agree that any information or disclosures or notices supplemental to or under this Agreement or by law or regulation or any amendments to this Agreement may be sent to you by electronic communication, including by E-mail to you or by posting on Worthington Bank's website at www.worthingtonbank.com

Click here to view our Privacy Policy

I. Introduction

This Online Access Agreement for accessing your accounts via Worthington Bank Online (“Worthington Online”) explains the terms and conditions governing the following online services: banking, Bill Pay service and other banking services offered through Worthington Online Services. The accounts that may be accessed via the Worthington Online Service includes only accounts maintained with Worthington Bank. By using the Worthington Online Services, you agree to abide by the terms and conditions of this Online Access Agreement. Worthington Online will be governed by and interpreted in accordance with all applicable federal laws, regulations, and the laws of the state of Texas. The following rules will apply to the extent there is no applicable federal law or regulation. The account or service(s) you are accessing via Worthington Bank will be governed by and interpreted in accordance with all applicable federal laws. The terms “we”, “us”, “our”, and“Bank” refer to Worthington Bank. “You” refers to each signer on an account. The term “business day” shall mean every day except Saturdays, Sundays, and federal holidays.

Worthington Online can be used to access certain accounts through Worthington Bank’s online service. The applicable Terms and Conditions of our Account Agreement (your Terms and Conditions Disclosure Agreement) also governs each of your accounts at the Bank.

II. Accessing Your Bank Accounts Through Worthington Online

A. Requirements

To access your account through Worthington Online, you must have an eligible Bank account (listed below) and an online password.

Accounts accessible through Worthington Online:

- Checking account
- Money Market account
- Savings account
- Certificates of Deposit
- Loan

B. Fees

There are no monthly or transaction fees for accessing your account(s) through Worthington Online. See section VII for description of Bill Pay fees and other miscellaneous fees and charges. Other fees, as described in the applicable Terms and Conditions Disclosure Agreement and the applicable Rate and Fee Schedules may apply to services ordered online and to transfers from a credit account.

Please note that fees may be assessed and billed separately by your online service provider.

C. Electronic Mail (E-Mail)

Sending E-mail through Worthington Online is a way to communicate with customer service of the Bank. To ensure the security of your account information, we recommend that you use E-mail when asking specific questions about your account(s).

You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Worthington Online or call 817.303.5900.

D. New Services

Worthington Bank may, from time to time, introduce new Worthington Online services. We shall update this Online Access Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms contained in this Online Access Agreement.

E. Benefits of Using Worthington Online

Through Worthington Bank's Worthington Online, you can manage your eligible personal or business accounts from your home or office on your personal computer. You can use Worthington Online to:

- View account balances and review transaction history;
- Transfer money between accounts;
- Transfer money to make payments on loans at Worthington Bank;
- Set up an automatic transfer to make monthly transfers from one account to another;
- Access Worthington Bank account(s) using a mobile device;
- Communicate directly with customer service of the Bank via E-mail.

F. **Log In**

The password and Access ID used to log in to access Worthington Online are case sensitive. For added security, the program is sensitive to upper and lower case letters. For this reason, it is very important to remember how you logged in the first time.

III. **Terms and Conditions**

The first-time access to any of your accounts through Worthington Online confirms your agreement to be bound by all the terms and conditions of this Online Access Agreement and acknowledges your receipt and understanding of this disclosure.

A. **Your Worthington Online Password**

Your password must be 8 – 12 characters long and must include at least one alpha character and one numeric character. We recommend that you change your password regularly. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize this online Access ID and password and do not write it down or give it to anyone. You are responsible for keeping your password and account data confidential.

You agree that we may send notices and other communications including Access ID and Password confirmation, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Worthington Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: (1) keep your Access ID and Password secure and strictly confidential, providing it only to authorized signers on your account(s); (2) instruct each person to whom you give your Access ID and Password that he or she is not to disclose it to any unauthorized person; and (3) immediately notify us and select a new password if you believe your Access ID and Password may have become known to an unauthorized person. If you think your Access ID and/or Password have been compromised, you should change it immediately.

B. **Payment Account**

Although there are no fees for accessing your accounts via Worthington Online, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this agreement, and authorize us to charge the account that you have designated as the payment account, or any other account, for the fees.

If you close the payment account, you must notify us and identify a new payment account for the selected services. Additionally, if you close all your accounts, you must notify customer service to cancel your Worthington Online services.

Your Worthington Online services may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, Worthington Online service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services you must call Worthington Bank at 817.303.5900.

If you do not schedule or process a payment from your Worthington Bank account via Worthington Online Bill Pay for any consecutive three (3) month period, Worthington Bank reserves the right to disconnect the service.

You agree to be responsible for any telephone charges which you incur by accessing your account through Worthington Online.

If you wish to cancel any of your online services offered through Worthington Online, please contact customer service at 817.303.5900 or send us cancellation instructions in writing to Worthington Bank, 200 West Main Street, Arlington, Texas 76010.

C. **Our Liability**

Except as specifically provided in this Online Access Agreement or where the law requires different standards, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Bank, OR by internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser), OR by internet access providers OR by online service providers OR by an agent or subcontractor of any of the foregoing, nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Services, or internet browser or access software.

D. **Hours of Accessibility**

You can access your accounts through Worthington Online seven days a week, 24 hours a day. However, at certain times, some or all of Worthington's Online services may not be available due to system maintenance. During these times, you may conduct transactions by visiting a Worthington Bank ATM, or one of Worthington's branch offices.

A transfer initiated through Worthington Online by 7:00 p.m. (Central Time) on a business day is posted to your account the same day. All transfers completed after 7:00 p.m. (Central Time) on a business day or on a Saturday, Sunday or banking holiday will be posted on the next business day. Cutoff times for additional services can be found in section VIII. Cutoff times for Deposits, Transfer and Payments.

Every day is a business day except Saturdays, Sundays and federal holidays.

E. Additional Terms and Conditions

i. Obtaining Account Balance and Transaction History – You can obtain balance and transaction history of all eligible accounts that are enrolled in Worthington Online. See Section II for specific accounts accessible through Worthington Online. Account balance and transaction history reflects activity through the close of the previous business day.

ii. Transferring funds – The number of transfers from a savings account is limited as described in the applicable Terms and Conditions Disclosure Agreement. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. Only current available funds may be transferred.

IV. Worthington Online Bill Pay

A. Using the Service

The Bill Pay service allows you to schedule bill payments through Worthington Online. You can arrange, at your option, for the payment of your current, future, or recurring bills from an FDIC – insured checking account or Money Market Account, up to the balance in your account, if applicable per payee/merchant each business day. There is no limit to the number of payments that may be authorized. Only one, one-time payment and one recurring payment may be sent to each payee on the same day. You may pay any merchant or individual for payment through Worthington Online Bill Pay. If any payment to a merchant or individual is believed to be suspicious, Worthington Bank reserves the right at any time to suspend any payment(s) and or Bill Payment profile as deemed necessary. We are unable to process any payments to federal, state, or local tax agencies.

By furnishing us with the names of your payees/merchants and their addresses, you authorize us to follow the payment instruction to these payees/merchants that you provide us via Worthington Online. You may pay unlimited number of payees using Bill Pay. When we receive a payment instruction (for the current or a future date), we will remit the funds to the payee on your behalf, from the funds in your selected FDIC-insured checking account or Money Market Checking, on the day you have instructed them to be sent (“Payment Date”). However, we shall not be obligated to make any such payment unless your account has sufficient funds on the Payment Date. Funds from all bill payments (whether these payments are made electronically or by check) will be withdrawn from your account ON THE DAY the payment is scheduled TO BE SENT TO THE PAYEE.

You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 4:00 p.m. (Central Time), on the business day prior to the scheduled Payment Date by E-mail or calling Worthington Bank at 817.303.5900. If your stop payment order is given to the Bank orally, you are required to confirm it within 14 days of your oral notification. This written confirmation may be e-mailed to us at customerhelp@worthingtonbank.com or by mail to Worthington Bank, Customer Service, 200 West Main Street, Arlington, TX 76010. Your oral notification will cease to be binding if you fail to confirm it within 14 days.

NOTE: Any payments made with Bill Pay require sufficient time for your payee to receive the payment and credit your account properly. To avoid incurring a finance charge, you must schedule a payment sufficiently in advance of the due date of your payment. When you schedule payments: YOU MUST SCHEDULE THE PAYMENT AT LEAST 7 FULL BUSINESS DAYS PRIOR TO THE DATE THE PAYMENT IS DUE AT YOUR PAYEE.

Worthington Bank reserves the right to terminate your use of Bill Pay at any time.

If, for any reason, you should wish to cancel Bill Pay, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service or by calling at 817-303-5900. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

When you give someone your Access ID and Password, you are authorizing that person to use the service and you are responsible for all transactions that the person performs using the service. All transactions that the person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then transactions that the person performs after the time you notified us are considered unauthorized. You agree to assume responsibility for all transactions through the service with your Worthington Bank Access ID and Password, up to the limits allowed by applicable law.

THE BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR ACCESS ID AND PASSWORD THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.

B. Worthington Online Bill Pay Fees

For the fees applicable to your Bill Pay Service, refer to Section VII – Miscellaneous Fees and Charges.

The Bill Pay monthly fees cover service for the current month. Monthly fees will be charged to your payment account, whether or not bill payments are made in the month.

If the payment account has insufficient funds to cover payment of the fees, the Bank may deduct the fee from any other account linked or not linked to Bill Pay (in any order we choose). If the fee cannot be paid, the Bank may cancel your Bill Pay services. After cancellation, Bill Pay services may be reinstated by contacting Online Customer Service once sufficient funds are available in your account to cover all accrued Bill Pay fees and any other pending transfers or debits.

C. Joint Membership

If a Bill Pay account is owned by more than one person or is accessible by one or more authorized representatives, each such owner or authorized representative may individually enroll in the Bill Pay Service (each such person is referred to as an "enrolled person"). Each enrolled person needs a unique Access ID and Password. The terms of this Agreement will apply to each enrolled person. Any enrolled person may also terminate the Bill Pay Service for the Bill Pay Account, which will terminate the Bill Pay Service of all enrolled persons tied to that Bill Pay Account.

The Bank may suspend or cancel your Access ID and Password even without receiving such notice from you if we suspect your Access ID and Password are being used in an unauthorized or fraudulent manner. We will notify you promptly if we cancel your Access ID and Password or your use of the service for any other reason.

V. General Terms

A. Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Online Access Agreement. When changes are made to any fees, charges, or other material terms, we will update this Online Access Agreement and either send a notice to you at the address shown on our records or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. The applicable Terms and Conditions Disclosure Agreement governs changes to fees applicable to specific accounts.

B. Disclosure of Account Information

You authorize the Bank to disclose to third parties information you have provided or that we or our affiliates have obtained about your accounts and the transfers you make:

- To comply with government agency or court orders or request; or
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- Where it is necessary for completing transfers; or
- To provide services relating to your account or to offer other products and services;
- If you give us your permission; or
- In accordance with the Bank's Privacy Policy which is attached to this Agreement.

C. **Questions or Error Correction on Worthington Online Banking and Worthington Online Bill Pay Transactions**

In case of questions or errors about online funds transfers or bill payments made through Worthington Online involving a bank account, you should do one of the following:

- E-mail Customer Service at customerhelp@worthingtonbank.com.
- Call Customer Service at 817.303.5900
- Write to Worthington Bank, Customer Service – 200 West Main Street, Arlington, TX 76010, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record.

We must hear from you no later than sixty (60) days after we have sent the first paper or online statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

When you tell us about the problem, please:

- Tell us your name and account number
- Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is in error or why you need additional information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference amount, reference number, and payee account number for the payment in question.

We will determine whether an error occurred within ten (10) business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within 10 business days, we may not credit your account while we complete our investigation. We will tell you the results of our investigation within three business days after we complete our investigation. If we decide that there was not an error, we will send you a written explanation. You may request copies of the documents used in our investigation. We may not be able to give you copies of the documents used in our investigation.

If we do not complete a transfer to or from your bank account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided elsewhere in this Agreement. However, there are some exceptions. We will not be liable:

- If, through no fault of ours, you do not have enough money in your account to make a transfer or bill payment
- If a legal order directs us to prohibit withdrawals from the account.
- If your account has been frozen.
- If your account is closed.
- If you, or anyone you allow, commits any fraud, or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly and you knew about the breakdown when you started the transfer.
- If you have not provided us with complete and correct payment information, including without limitation name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Worthington Online.
- If circumstances beyond our control (such as flood, fire or improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us.

Worthington Bank cannot be responsible for customer errors or negligent use of the Worthington Online service and will not cover losses due to:

- Input errors or misuse of the Online service.
- Negligent handling or sharing of passwords leading to unauthorized access to your accounts.

- Leaving your computer or handheld device unattended during an Online Banking session – you must "Sign Off/Log Off" to end your session.
- Failure to report known incidents of unauthorized account access within 2 business days.

D. Other General Terms

- Other Agreements – In addition to this Online Access Agreement you agree to be bound by and will comply with the requirements of the applicable Terms and Conditions Disclosure Agreement, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable state and federal laws and regulations. We agree to be bound by them also.
- Bank's Right to Terminate this Agreement – The Bank reserves the right to terminate this Online Access Agreement and your access to Online Services through Worthington Online, in whole or in part, at any time.

E. General Terms for Each Service

0. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and Worthington 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.

1. 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.

2. 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.

3. 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).

4. 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.

5. 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 200 W Main

Street, Arlington, Texas 76010. We may also be reached at 817-303-5900 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.

6. 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. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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:

- Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- Payments that violate any law, statute, ordinance, or regulation; and
- Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- 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

- 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

- 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

- 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 of any violations of the General Terms or the Agreement generally.

13. 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 of any violations of the General Terms or the Agreement generally.

14. 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.

15. 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. 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.

16. 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.

17. 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:

- 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;
- 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;
- Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

18. 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. 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.

19. 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.

20. 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. 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.

21. Errors, Questions, and Complaints.

. 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.

a. 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.

b. 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.

22. 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.

23. 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.

24. 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. See also Section 16 of the General Terms regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

25. 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.

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

27. 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.

28. 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) 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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 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.

34. 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.

35. Definitions.

- "ACH Network" means the funds transfer system, governed by the

NACHA Rules, that provides funds transfer services to participating financial institutions.

- "Affiliates" are companies related by common ownership or control.
- "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- "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.
- "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.
- "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- "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

36. Description of Service, Authorization and Processing.

. 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.

a. 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.

b. 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. 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).

c. 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:

- 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;
- The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- The transfer is refused as described in Section 6 of the Transfer Money Terms below;
- 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,

- 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.

d. 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.

37. 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.

38. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Service).

39. 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.

40. 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. 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.

41. 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.

42. 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.

43. Definitions:

- "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- "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.

VI. Protecting Your Account

A. Preventing Misuse of Your Account

Your role is very important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call us at 817.303.5900, or write us at our address set out elsewhere in this Agreement.

Protecting Personal Information – In addition to protecting your account information, you should take precautions to protect your personal identification information, such as your Social Security Number, driver's license number, etc. The disclosure of the information by itself or together with information regarding your account may allow unauthorized access to your account(s). It is your sole responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your Online Password – The password that is used to gain access to Online Services through Worthington Bank should be kept confidential. For your protection we recommend that you memorize this online password and do not write it down. You are responsible for keeping your password, account numbers and other data confidential. If you believe that your online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your authorization or permission, immediately notify Worthington Bank at 817.303.5900, or write to us at the address set out elsewhere in this Agreement.

B. Unauthorized Transactions in Your Bank Accounts

Notify us immediately if you believe another person has improperly obtained your online password. Also notify us if someone has transferred or may transfer money from your bank deposit account without your authorization or permission, or if you suspect any fraudulent activity on your account. Only reveal your account information to a legitimate entity for a purpose you authorize (such as your utility company or insurance company for automatic payments). To notify us, call us at 817.303.5900, or write to Worthington Bank, Customer Service – 200 West Main Street, Arlington, TX 76010.

If your online password has been compromised and an unauthorized transfer has occurred, you must notify the Bank within two (2) business days after you learn of the theft or loss. If you notify us within two (2) business days, you may only be liable for up to $50, if it is determined that someone accessed your Bank deposit account without your authorization or permission. If you DO NOT tell us within two (2) business days after you learn of the theft or loss, and we could have stopped someone from taking money without your authorization or permission had you notified us, you may be subject to all of the resulting losses.

If your statement shows transfers, withdrawals or purchases that you did not make or authorize, please notify us at once. If you do not notify us immediately after the paper or online statement was sent to you, and we could have stopped someone from taking money without your authorization or permission had you notified us, you may be subject to all of the resulting losses.

VII. Miscellaneous Fees and Charges

Service	Fees/Charges
Worthington Online	No Cost
Worthington Online Bill Pay	No Cost
Worthington Business Online	No Cost with any business account
Worthington Business Online Bill Pay	$.50 per payment
Consumer Mobile Banking	Worthington Bank does not charge a fee for you to use our Mobile Banking service. However, carrier message and data rates may apply. Please check with your wireless provider for information about carrier charges.

VIII. Cutoff Times for Deposits, Transfers and Payments

Service	Cutoff Times
Mobile Check Deposit	5PM CST
Internal Account Transfers	7PM CST
Transfer Now	Standard – 12AM CST
	Next Day – 7PM CST
Zelle	Same Day/Instant – 12AM CST
	Next Business Day – 9PM CST
	3 Business Days – 9PM CST
Bill Pay	Standard – 9PM CST
	Overnight Check – 3PM CST

IX. Same Day Bill Pay – 9PM CST